# COPPER POINT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

**Document Number** 

herein.

Title of Document

THIS DECLARATION, made this 7th day of

JANUARY , 2005, by Pavloski Investments,

LLC, a Wisconsin Limited Liability Corporation under the laws of the State of Wisconsin (hereinafter referred to as "DECLARANT" or "Developer").

WITNESSETH:

CHRISTIE BENDER REGISTER OF DEEDS
JUNEAU CD., WI
Fee Amount: 167.00

Record this document with the Register of Deeds

Name and Return Address:

Atty. Michael D. Orgeman
111 E. Wisconsin Ave., Suite 1800
Milwaukee, WI 53202

637733

DOCUMENT #

Recorded

JAN. 10,2005 AT 02:00PM

whereto and made a part hereof (the "Land").

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

WHEREAS, DECLARANT is the owner of the real

property more particularly described in Exhibit A attached

WHEREAS, DECLARANT reserves the right, at DECLARANT'S option and in its sole discretion, to subject to this Declaration the remaining "Land" not included in the real estate described in Exhibit B. This remaining land (the "Expansion Property") including any additional common piers and wooden stairways, if any, and the right to use additional portions of the 100 foot easement strip located along the shoreline of Castle Rock Lake (the "100 foot easement strip" or "Shoreline Property") may be subjected to this Declaration in whole or in part, at any time or from time to time by recording a Supplemental Declaration or Declarations to the Declaration ("Expansion

Declaration"). This Expansion Property is intended to encompass condominium property, additional residential lots, Outlots, the right to use additional portions of the 100-foot easement strip, common piers and other common property. Each owner of a condominium residential unit shall be considered an owner under this Declaration. In accordance with this Declaration, all owners will have common enjoyment rights in all the common piers, wooden stairways, if any, and in the 100-foot easement strip or other common property. Upon expansion, no condominium, common area or limited common area shall become the property of the Association described in Article XXII herein. Any condominium included in an Expansion Declaration shall have a nonprofit membership property owners corporation responsible for maintaining, improving, policing and preserving condominium properties in which condominium members have common rights of usage and enjoyment. The condominium unit owners shall also become members in the Copper Point Waterfront Community Association, Ltd. with the rights and duties set forth in Article XXII of this Declaration.

WHEREAS, the Subject Property also includes the Outlots, if any, and common piers on the 100 foot easement strip as well as the right to use the aforesaid 100 foot easement strip adjacent to said Subject Property. The right to use said piers and the 100 foot easement strip are subject to the provisions of the Nonexclusive License Agreement to be entered into by Pavloski Investments, LLC and to be assigned to the Copper Point Waterfront Community Association, Ltd.

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

owners of any part thereof.

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

### ARTICLE I

# **GENERAL PURPOSE**

The purpose of this Declaration is to insure the best use and the most appropriate development and improvement of the Subject Property; to protect owners of Subject Property against such use of surrounding property as will detract from the value of their property; to preserve, so far as practicable, the natural beauty of Subject Property; to insure the highest and best development for Subject Property, to encourage and secure the erections of attractive structures thereon with appropriate locations thereof on each parcel; to promote harmonious improvement of Subject Property; to secure and maintain proper setbacks from the roads, and adequate free spaces between structures; and in general to provide adequately for a high type in quality and improvement in Subject Property, and thereby to preserve and enhance the value to investments made by purchasers of Subject Property therein.

### **ARTICLE II**

### **USE OF LAND**

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

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

Outdoor toilets shall not be permitted.

LP tanks are to be buried or suitably screened from view.

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

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

No seawalls or other shoreline stabilization measures are allowed without prior written authorization from the Wisconsin Department of Natural Resources, the Juneau County Zoning office, and Wisconsin River Power Company.

### ARTICLE III

# TYPE OF MATERIAL: SIZE OF STRUCTURE

All structures erected shall be completed within one (1) year after commencement of construction. Building exterior must be of brick, stone, metal, wood

or maintenance free siding (example, steel, vinyl, aluminum) and such exterior must be suitably finished. No buildings shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling. Dwellings must have a minimum of 1800 square feet of living area. Minimum ground floor area of 1800 square feet for a single story dwelling. For a two-story dwelling, a minimum of 1500 square feet for the ground floor and a second floor of at least 30% of the first floor. In the case of split level homes a bi-level or tri-level must have a minimum of 2100 square feet. The Architectural Control Committee can approve a dwelling of lesser square footage based upon a particular site or architectural design. Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways, sun rooms and similar additions) of the exterior walls of above grade finished living space. In no event shall floor space which is partially or completely below finished yard grade (such as basement space, whether or not exposed, and/or the lower level of a split level) be counted for purposes of determining minimum square footage of living space. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions. A one-car garage will not be permitted. All homes shall include an attached garage with a minimum of 576 square feet. The Architectural Control Committee, at its sole discretion, may prohibit any attached garage which has an exterior appearance of having a capacity of more than three (3) cars. There will be no detached garages allowed.

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."

The main portion of the roof shall have a minimum pitch of 6/12. A lesser pitch over other areas, such as porches, breezeways and bays, may be permitted or denied at the sole discretion of the Architectural Control Committee.

One auxiliary building will be allowed. Such a building shall have a maximum floor area of 720 square feet and it shall conform in external appearance to the dwelling house and shall not be erected prior to the completion of the exterior of the home. It must also conform to all sideyard and setback regulations. The architectural control committee must approve any auxiliary building prior to construction.

### **ARTICLE IV**

# GARBAGE AND REFUSE DISPOSAL

No lots shall be used or maintained as a dumping ground for rubbish, trash, or garbage, nor shall any waste be kept on Subject Property, except in sanitary containers. All incinerators or other 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. Barrels, cans, bags and all other receptacles incident to individual garbage or trash service shall be kept within a building except on the day designated for collection by the Association contract hauler. All containers once emptied by the hauler must be returned to the building within 24 hours.

### **ARTICLE V**

### **BUILDING LOCATION**

All buildings shall be located on their respective lots in accordance with the applicable state, county, or township regulations, ordinances or laws which shall supersede any provisions contained herein. In addition, no building or other structure permitted under the terms of this agreement shall be located closer than 30 feet to any

public road, and 10 feet from the side yard or 10 feet from accessory buildings. On parcels that abut the 100-foot easement strip, any structures must be a minimum of 30 feet from the 100-foot easement strip.

### **ARTICLE VI**

# TIMBER REMOVAL

Cutting of Subject Property will not be allowed unless done pursuant to a timber management plan or for the purpose of clearing a building site, lawn and garden area or driveway. All stumps that are removed shall be buried, burned or otherwise removed from Subject Property. Selective harvesting of trees for personal use as firewood will be allowed. The removal of brush will be allowed on the Subject Property. All dead, dying and dangerous trees must be removed from the Subject Property. If the owner of a Lot in the Subject Property does not remove all dead, dying and dangerous trees in a timely fashion, the board shall remove the dead, dying or dangerous trees at the expense of the owner of such Lot in the Subject Property.

### **ARTICLE VII**

# ARCHITECTURAL CONTROL COMMITTEE

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

at its sole discretion, as long as Developer owns a Lot in the subdivision; thereafter, the Committee shall consist of the Board of Directors of the Owner's Association, established as hereinafter set forth, provided said Owner's Association is in existence. If the Owner's Association is not legally in existence at any time after which there is no longer any Lot owned by the Developer in the subdivision, the Committee shall continue in existence with its then existing members, and Committee members shall be subject to removal, replacement and/or appointment as follows: by majority vote of the Committee members in attendance at a Committee meeting called by any one or more Committee members for that purpose; and/or by majority vote of Lot owners in attendance at a meeting of Lot owners called by any one or more Lot owners for that purpose. Lot owner meetings called to remove, replace and/or appoint Committee members shall require not less than 10 days written notice to at least one owner of each Lot, by personal delivery or by First Class U. S. Mail addressed to the last known owner and address as shown on the tax roll.

### **ARTICLE VIII**

# ARCHITECTURAL CONTROL

No building, swimming pool, gazebo, driveway, tennis court, light post, or other structure or improvement shall be constructed, erected, placed or altered on any Lot in Copper Point Subdivision without the approval of the Architectural Control Committee. For any undertaking requiring approval of the Architectural Control Committee, three sets of plans [including building construction plans (with roof, siding and trim colors), site plans, grading plans (where necessary) and landscaping plans] shall be submitted to the Architectural Control Committee. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Architectural Control

Committee to the Lot owner as evidence of such approval. Any minor changes or revisions required by the Architectural Control Committee may be noted as an exception to approval on the plans and detailed in a letter to the Lot owner. The Architectural Control Committee may also request that revisions shall first be made to the plans by the owner's agent before approval is given. Once the Architectural Control Committee's approval has been given the plans shall be strictly adhered to by the Lot owner, unless subsequent changes are approved by the Architectural Control Committee.

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

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. It is not intended that the Developer or Committee have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. The Developer or Committee shall have no liability or

responsibility in the event it approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. In the event that approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility of the Lot owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Committee for its approval.

No exposed poured concrete or concrete block over eight (8) inches above grade shall be permitted on any house. Where block or concrete would otherwise be exposed, it must be covered by the house siding, or by brick or stone. The roofing of all dwellings shall consist of fully dimensional asphalt shingles, with minimum 300 lb., dimensional shingles or wood or tile. Conventional asphalt shingles shall not be permitted. The Architectural Control Committee, in its sole discretion, may permit or prohibit the use of other types of roofing materials (such as fiberglass shingles) having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the subdivision. Further, the Architectural Control Committee 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.

There are to be no exterior walls without windows and/or doors. If architectural insets are used they must be wrapped and shuttered the same as windows on the rest of the house. The Architectural Control Committee retains the right to require additional architectural detail.

No white windows will be allowed.

All fireplace chimneys shall be brick, stone, cultured stone or masonry faced with

stucco regardless if the fireplace is on an exterior or interior wall.

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

In-ground swimming pools shall be permitted, subject to the approval of the Architectural Control Committee, if they meet the Town of Germantown and County ordinances and specifications. Above ground swimming pools are prohibited. Hot tubs and spas are permitted. Architectural Control Committee approval is not required for portable units, but is required for permanently installed units. If placed on a concrete slab, the slab requires approval. If covered with a gazebo type structure, the gazebo requires approval, whether or not the gazebo is permanently affixed to the ground.

### **ARTICLE IX**

## COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

Before any construction shall be commenced on any Lot the driveway shall be rough graded in a horizontal location and with a vertical alignment as approved by the Architectural Control Committee. All access to and from the home site construction area by material suppliers, contractors and other individuals shall be by this driveway location and no other means or way. This covenant is primarily for the protection of natural amenities of the site.

Any exterior construction commenced shall be completed within a one-year period

and shall be ready for occupancy within that period. Also, within one year of occupancy or within two years of the commencement of construction, whichever date shall be shorter, the owner of such Lot shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with the plans and specifications approved by the Architectural Control Committee.

During the time of construction the Lot owner shall be responsible to see that his or her contractor maintains a constant cleanup of all scraps, paper or other waste materials, and all dirt and mud tracked onto public streets, and that all access to the site is through the approved driveway, and by no other means or way. The Lot owner shall further be responsible for the repair of any and all damage to the public or private right-of-way adjacent to the Lot, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on the Lot, occurring prior to completion of construction.

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

### ARTICLE X

### **DRIVEWAYS**

The owner of each Lot shall, within six-months of the date of issuance of an occupancy permit for the construction of a residence on a Lot, install a hard surfaced concrete, red granite, or asphalt driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street.

The driveway shall have a minimum of a three (3) foot side yard setback, unless otherwise approved in writing by the Committee (in its sole discretion). No straight

driveways will be permitted.

### **ARTICLE XI**

# **HOME CONSTRUCTION ON LOT**

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

### **ARTICLE XII**

# **NUISANCES**

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

### **ARTICLE XIII**

### **OUTDOOR STORAGE**

No boat, unlicensed vehicle, inoperable vehicle, recreational vehicle, vehicle licensed as a truck, or trailer of any kind may be parked or stored on any Lot outside of a building for any time period in excess of 24 hours in any calendar week, except for trucks and/or trailers used during construction or remodeling periods. The term "recreational vehicle" shall mean any vehicle used primarily for pleasure or recreation, and shall include, but not be limited to: snowmobiles; trail bikes; travel trailers and campers; motor homes; and off road vehicles of any kind.

### ARTICLE XIV

### <u>SIGNS</u>

No sign of any kind shall be displayed to the public view on any Lot except during the construction and sales period except for the following: (1) One sign not more than two square feet in size identifying the property of the owner, (2) One sign not more than six square feet in size advertising the property for sale or rent, (3) A sign used by a builder to advertise a residence for sale, or as a model home,(4) Such signs as may be used by the Developer in conjunction with Lot or condominium sales in the Land, and one or more subdivision or condominium entrance signs as may be erected by the Developer and/or by the Owner's Association.

### **ARTICLE XV**

### ANTENNAE

No exterior antennae, other than two dish type antenna not exceeding thirty (30) inches in diameter, shall be allowed on any Lot. With respect to dish antennas not exceeding thirty (30) inches in diameter, they shall not be attached to the front of any house, nor shall same be located in the front yard of the residence.

### **ARTICLE XVI**

### **MAILBOX**

Each Lot shall have a uniform mailbox and newspaper box and post which the Lot owner shall purchase from the Developer and install at Lot owner's expense prior to the issuance of an occupancy permit.

### **ARTICLE XVII**

### **SEVERABILITY**

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

### **ARTICLE XVIII**

### **OUTLOTS**

The Subject Property may contain areas designated as Outlots. Said Outlot(s) are common areas for the Lots in the subdivision except for any future Outlot designated otherwise by the Developer. Each Lot in the subdivision shall be deemed to include an equal undivided ownership interest in the Outlot(s), and each conveyance of a Lot in the subdivision shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance.

### **ARTICLE XIX**

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

The Owner's Association has the responsibility of properly landscaping and maintaining all common areas, ponds, walking paths, fences or common areas, street islands and subdivision entrance signage, and maintaining the street signs and street lights, if any, within the subdivision. Subject to the provisions of Article XX below, the Owner's Association further has the responsibility of properly maintaining all drainage easement areas located within the individual Lots, if any, which are subject to this Declaration and the ponds and all drainage easement areas within common areas. Maintenance of the ponds, if any, shall include, but not necessarily be limited to: preservation of the embankments; prevention of erosion above the ponds, around the ponds and downstream therefrom; and dredging if and when necessary.

### ARTICLE XX

# DAY-TO-DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS AND LANDSCAPING BERMS

The day-to-day maintenance of any drainage easement area located on an individual Lot shall be the responsibility of the owners of such Lot. Day to day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. Any major improvements shall be the responsibility of the Copper Point Waterfront Community Association, Ltd. The day-to-day maintenance of any landscaping berms and plantings located on an individual Lot shall be the responsibility of the owners of such Lot. Notwithstanding the provisions of Article VI, the owners of such Lots are prohibited from cutting or removing any trees or other plantings located on a landscaping berm.

### **ARTICLE XXI**

# POND AND DRAINAGE EASEMENT LIABILITY

The drainage easements and ponds, if any, have been created and are required by the

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

### **ARTICLE XXII**

### COPPER POINT WATERFRONT COMMUNITY ASSOCIATION, LTD.

The Lot owners of the subdivision shall become part of a non-profit membership corporation for the purpose of maintaining, improving, policing or preserving properties in

which its members shall have common rights of usage or enjoyment including Outlots, common areas, common piers and the 100 foot easement strip as described in the Non-exclusive License Agreement with Wisconsin River Power Company.

- That membership in said Association shall be mandatory for every person or entity who is a beneficial owner of a fee or an undivided fee interest in any part of the real estate subject to this Declaration or any Supplemental Declaration, including contract buyers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall transfer to the new owner(s) upon the conveyance of said fee interest(s).
- 2. That the Association shall have the rights and duties to fix and collect annual assessments against each lot as follows:
  - A. The Association shall have the power to prepare and annually submit to its membership a budget of the expenditures, which it proposes to make for the ensuing year. Such budget shall include the expenses of maintaining, improving, policing, and preserving the 6 Outlots, common piers and a 100 foot easement strip. Such budget shall also include the expenses of maintaining the organization of the Association including, but not limited to, salaries of officers, fees paid for auditing the books of the Association and for necessary legal services and counsel fees to the Board of Directors thereof.
  - B. Upon the adoption and approval of the annual budget by a majority of the members entitled to vote as established by the articles of incorporation and by-laws of the Association and by rules validly adopted by resolution of the Board of Directors of the Association, at a regular meeting or adjournment thereof, or upon the approval of a special assessment under par. D., the Board of Directors of the Association may levy an assessment against all of the Lots, the ownership of which entitles the owner thereof to the use and enjoyment of the properties controlled by the Association.
  - C. The assessment levied under this section shall be equal in amount against each Lot and shall be levied at the same time each year upon all Lots. The Association shall at its first Annual Meeting set the assessment for the following year to cover first year's estimated expenses.
  - D. The Board of Directors of the Association may call a special meeting upon at least three (3) days written notice for the purpose of making a special assessment. The nature of the proposed

special assessment shall be included in the notice. A majority of members entitled to vote shall constitute a quorum for a special meeting, and a majority of members entitled to vote who are present at the special meeting shall determine a question.

- E. The Board of Directors of the Association shall declare the assessments levied under sub B., due and payable at any time after 30 days from the date of the levy. The Association's Secretary or other officer shall notify the owner of every Lot so assessed of the action taken by the Board, the amount of the assessment of each Lot owned by such owner and the date on which the assessment becomes due and payable. The secretary shall mail the notice by U.S. mail, postage prepaid, to the owner at the owner's last-known post-office address.
- F. In the event that an assessment levied under sub B. against any Lot remains unpaid for a period of sixty days from the date of the levy, the Board of Directors of the Association may, in its discretion, file a claim for a maintenance lien against the Lot. All of the following apply to a claim for lien under this subsection:
  - i. The claim may be filed at any time within six (6) months from the date of the levy.
  - ii. The claim shall be filed in the office of the clerk of circuit court of the county in which the lands affected by the levy lie.
  - iii. The claim shall contain a reference to the resolution authorizing the levy and the date of the resolution, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the property affected by the levy and a statement of the amount claimed.
  - iv. The claim shall be signed by the claimant or the claimant's attorney, need not be verified, and may be amended, in case an action is brought, by court order, as pleadings may be.
  - v. The clerk of circuit court shall enter each claim for a maintenance lien in the judgment and lien docket immediately after the claim is filed in the same manner that other liens are entered. The date of levy of assessment will appear on the judgment and lien docket instead of the last date of performance of labor or furnishing materials.

- vi. When the Association has so filed its claim for lien upon a Lot it may foreclose the same by action in the circuit court having jurisdiction thereof, and ss. 779.09, 779.10, 779.11, 779.12, and 779.13 shall apply to proceedings undertaken for the enforcement and collection of maintenance liens as described in this subsection.
- 3. The members of the Association shall have the following rights:

## A. The right to Use Shoreline Property.

- As of the date of execution of this Agreement, the Shoreline Property is owned by Wisconsin River Power Company ("WRPCO") and lies within the boundary of a hydroelectric project known as Federal Regulatory Commission ("FERC") Project 1984. The Shoreline Property is subject to regulation by FERC in accordance with the terms and conditions of a license issued by FERC.
- The Association will obtain from Developer through WRPCO a non-exclusive license agreement ("License Agreement") that grants the Association and its members and invites the right to construct certain boat docks on the 100-foot easement strip and to use the Shoreline Property for recreational activities, such as walking, swimming, boating, bank fishing, and other pedestrian activities. FERC requires that the Shoreline Property also be open to the public for pedestrian ingress and egress. The Association has the right to construct common piers on the 100-foot easement strip, and its members have the exclusive right to use the piers and wooden stairways, if any. WRPCO will install signs at each pier designating them as "Permitted Piers," and "Private Property for the exclusive use of Association Members." These rights and all use of the Shoreline Property shall be subject to the terms and conditions of said License Agreement.

# B. Docks, Stairways, Watercraft and Storage.

 Maintenance/Construction. All Outlots and common piers shall be owned and maintained by the Association. The actual frontage area for each pier must be leased from WRPCO. Developer will execute the 2003/2004 Non-exclusive License Agreement. Developer will assign said License Agreement to the Association, which will be responsible for the obligations of said License Agreement and the payment of all annual fees.

- Placement. Placement of the piers shall be opposite the property line between Lots or where the Developer deems necessary.
- 3. Off-Season Storage. Pier components and boatlifts may be stored on the 100-foot easement strip during the off-season months at a location approved by WRPCO.
- 4. <u>Lighting Fixtures.</u> No more than three dusk-to-dawn light fixtures may be installed at or near each dock cluster. Dusk-to-dawn fixtures shall be standard dusk-to-dawn outdoor lights, mounted on wooden poles with natural finishes, and extending not more than 15 feet above ground level. All wiring leading to permitted light fixtures shall be buried, in accordance with applicable electrical codes and regulations.
- 4. The Association shall maintain insurance covering the insurable improvements located or constructed upon the 100-foot easement owned by Wisconsin River Power Company. The Association shall maintain the following types of insurance, and said insurance coverage shall be paid for by the Association out of the annual fee collected from Association members.

## A. Property Insurance.

A policy of property insurance covering the Outlots, piers and any other improvements constructed upon the 100-foot easement strip. Such insurance as maintained by the Association pursuant to this subsection shall afford protection against at least the following:

- Loss or damage by fire and other perils normally covered by the standard coverage endorsement; and
- Such other risks as shall customarily be covered with respect to projects similar in construction, location, and use, including all perils normally covered by the standard risk endorsement, where such is available.

# B. Public Liability Insurance.

A comprehensive policy of public liability insurance covering the Outlots, piers and any other improvements owned by the Association, and its use of said 100-foot easement strip, insuring the Association in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) covering

bodily injury, including death of one person, arising out of a single occurrence and Two Million and no/100 Dollars (\$2,000,000.00) for death or injury to more than one person arising out of a single occurrence and One Hundred Thousand and no/100 Dollars (\$100,00.00) for property damage. (Such coverage shall include, without limitations, legal liability of the insured for property damage, bodily injuries and deaths of persons in connections with the operation, maintenance or use of the 100-foot easement strip along the water, the Outlots and piers and any other improvements owned by the Association, legal liability arising out of lawsuits related to employment contracts of the Association, and protection against liability for non-owned and hired automobiles). Such coverage may also include, if applicable, contractual liability and workmen's compensation insurance for person's hired by the Association for work such as dock installation, maintenance and removal. Such coverage limits may be increased from time to time by the Association.

### C. Other Risks.

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

### D. General Provisions of Insurance Policies.

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

### E. Deductibles.

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

### **ARTICLE XXIII**

# TERM AND RIGHT TO ABATE VIOLATIONS

The provisions contained herein shall run with and bind Subject Property and shall inure to the benefit of and be enforceable by or against any owner of land included in Subject Property, their respective legal representatives, heirs, successors, and assigns and shall remain in fill force and effect until and unless an instrument signed by two-thirds of the then owners of Subject Property has been recorded, agreeing to change said covenants in whole or in part.

If any Lot owner or persons in possession of any said Lots shall violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any other person or persons owning real estate situated in the Subject Property to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants, either to prevent him, her, or them from so doing or to recover damages from such violations. Failure by any land owner to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto.

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

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

# PAVLOSKI INVESTMENTS, LLC

By:	attich.
·	Patrick Pavloski
	Authorized Representative

STATE OF WISCONSIN ) ss WOOD COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 2005, the above-named Patrick Pavloski, the Authorized Representative of Pavloski Investments, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public Juneau Co., Wisconsin My commission is permanent expures: 2-25-07

This instrument drafted by:
Michael D. Orgeman
Lichtsinn & Haensel, s.c.
111 E. Wisconsin Avenue, Suite 1800
Milwaukee, WI 53202
(414) 276-3400

# EXHIBIT A TO COPPER POINT DECLARATION

The South One-Half of the Southwest Quarter (S1/2 of SW1/4) of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, lying Northerly of CTH "G", EXCEPT 15<sup>th</sup> Avenue and 16<sup>th</sup> Avenue.

The Southeast Quarter of the Southeast Quarter (SE1/4 of SE1/4) of Section 18, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPT 15<sup>th</sup> Avenue.

The Northeast Quarter of the Northeast Quarter (NE1/4 of NE1/4) of Section 19, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPT 15<sup>th</sup> Avenue and EXCEPT CTH "G".

The North One-Half of the Northwest Quarter (N1/2 of NW1/4) of Section 20, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, lying Northerly of CTH "G", EXCEPT 15<sup>th</sup> Avenue.

The Southeast Quarter of the Southwest Quarter, the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 17; The Northwest Quarter of the Northwest Quarter, the Northwest Quarter of the Northwest Quarter, the Northwest Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 20; all in Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin. EXCEPT: All lands lying Northwesterly of County Trunk Highway "G".

ALSO EXCEPT: All lands lying below the ordinary high water mark of Castle Rock Flowage. ALSO EXCEPT: A strip of land, 100 feet in width, lying adjacent to and parallel with the ordinary high water line of Castle Rock Flowage.

ALSO EXCEPT: Part of the Southwest Quarter of the Northwest Quarter of said Section 20 which lies South of the following described line: Commencing at the West Quarter corner of said Section 20, thence N 00°04'23" E along the West line of the Northwest Quarter of said Section 20 a distance of 148.07 feet to the POINT OF BEGINNING, thence S 38°20'08" E a distance of 141.05 feet, thence N 65°41'30" E a distance of 63.65 feet, thence N 75°38'51" E a distance of 38.61 feet, thence S 72°23'39" E a distance of 108.05 feet, thence N 34°58'50" E a distance of 82.07 feet, thence N 46°31'18" E a distance of 206.97 feet, thence N 75°12'09" E a distance of 155.20 feet, thence S 73°50'39" E a distance of 156.11 feet, thence N 81°35'30" E a distance of 14.07 feet, thence S 67°37'14" E a distance of 40.19 feet, thence S 59°57'30" E a distance of 129.41 feet, thence S 22°39'05" E a distance of 123.94 feet, thence N 77°34'44" E a distance of 143.42 feet, thence S 82°33'27" E a distance of 51.77 feet, thence N 40°05'39" E a distance of 153.42 feet to the End of this description.

The prop	erties	which this covenant affec	ts are Lot	1 (One) the	rough Lot 12 (T	welve)	and Outlot
(One) of the Town of Germantown Plat of Copper Point.							
Filed on	the	10th day of JANUAR	Y	, 20_	05 in Volume	11	of Plats
at Page	26	as Document Num	ber 6	37732			

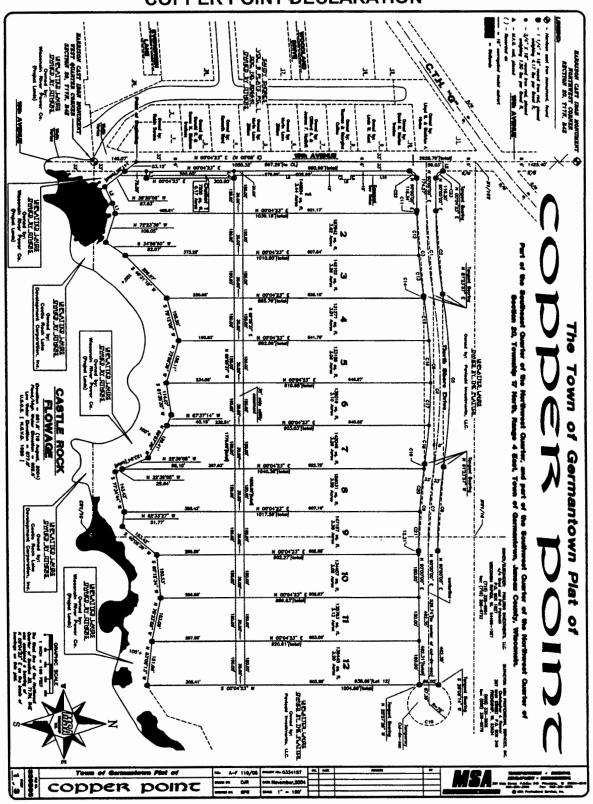
# EXHIBIT B TO COPPER POINT DECLARATION

Part of the Southeast Quarter of the Northwest Quarter and part of the Southwest Quarter of the Northwest Quarter of Section 20, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, bounded and described as follows;

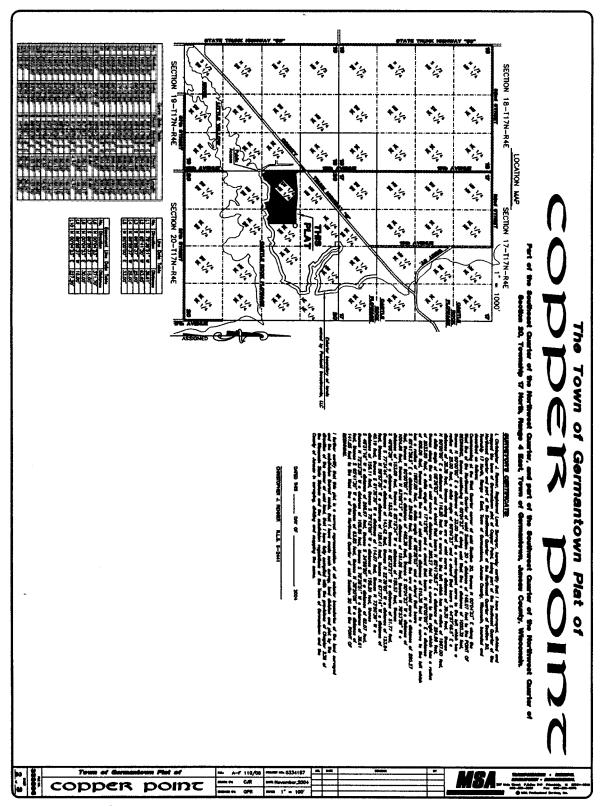
Commencing at the West Ouarter corner of said Section 20, thence N 00°04'23" E along the West line of the Northwest Ouarter of said Section 20 a distance of 148.07 feet to the POINT OF BEGINNING, thence continuing N 00°04'23" E along said West line a distance of 1055.32 feet, thence N 90°00'00" E a distance of 33.00 feet to a non-tangent curve to the left which has a radius of 25.00 feet, a delta angle of 90°04'23" and a chord that bears S 44°57'48.5" E a distance of 35.38 feet, thence along the arc of said curve a distance of 39.30 feet, thence N 90°00'00" E a distance of 116.20 feet to a curve to the left which has a radius of 1967.00 feet, a delta angle of 08°36'03" and a chord that bears N 85°41'58.5" E a distance of 294.99 feet, thence along the arc of said curve a distance of 295.27 feet to a curve to the right which has a radius of 2033.00 feet, a delta angle of 17°12'06" and a chord that bears N 90°00'00" E a distance of 608.06 feet, thence along the arc of said curve a distance of 610.35 feet to a curve to the left which has a radius of 1967.00 feet, a delta angle of 08°36'03" and a chord that bears S 85°41'58.5" E a distance of 294.99 feet, thence along the arc of said curve a distance of 295.27 feet, thence N 90°00'00" E a distance of 462.39 feet, thence S 00°04'23" W a distance of 1004.66 feet, thence N 83°08'13" W a distance of 151.06 feet, thence N 78°23'59" W a distance of 153.09 feet, thence S 85°15'34" W a distance of 150.53 feet, thence S 40°05'39" W a distance of 153.42 feet, thence N 82°33'27" W a distance of 51.77 feet, thence S 77°34'44" W a distance of 143.42 feet, thence N 22°39'05" W a distance of 123.94 feet, thence N 59°57'30" W a distance of 129.41 feet, thence N 67°37'14" W a distance of 40.19 feet, thence S 81°35'30" W a distance of 114.07 feet, thence N 73°50'39" W a distance of 156.11 feet, thence S 75°12'09" W a distance of 155.20 feet, thence S 46°31'18" W a distance of 206.97 feet, thence S 34°58'50" W a distance of 82.07 feet, thence N 72°23'39" W a distance of 108.05 feet, thence S 75°38'51" W a distance of 38.61 feet, thence S 65°41'30" W a distance of 63.65 feet, thence N 38°20'08" W a distance of 141.05 feet to the West line of the Northwest Ouarter of said Section 20 and the POINT OF BEGINNING.

The pr	operne	s which this cov	enami amecis ar	e Lou I (On	e) uirou	gn Lot 12 (1w	erve) an	la Outlot 1
(One)	of the T	own of German	town Plat of Co	opper Point.				
Filed o	on the _	10th day of	JANUARY		, 2005	_ in Volume	11	of Plats at
Page_	26	as Docum	ent Number	637732				-

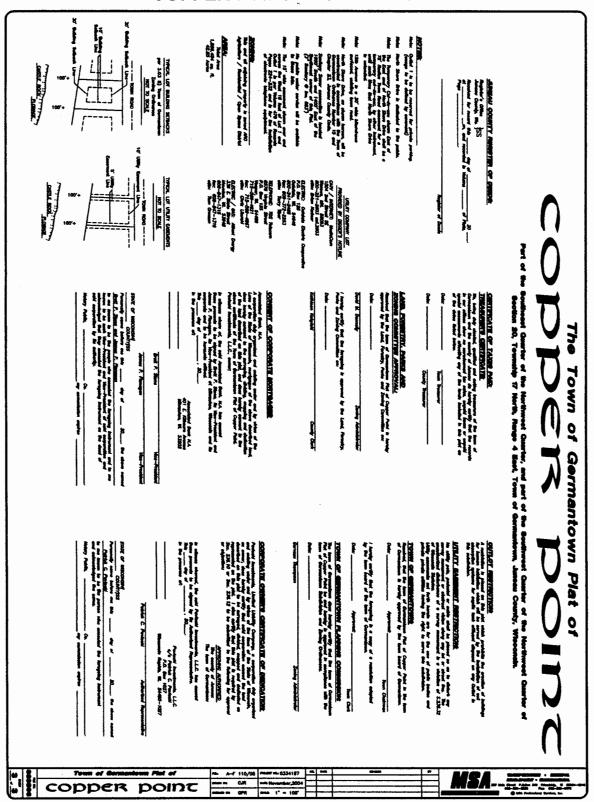
EXHIBIT C
TO
COPPER POINT DECLARATION



# EXHIBIT C TO COPPER POINT DECLARATION



# EXHIBIT C TO COPPER POINT DECLARATION



# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIRST ADDITION TO COPPER POINT

**Document Number** 

Title of Document

THIS DECLARATION, made this 13th day of September, 2007, by J. Adams Investments, LLC, a Wisconsin Limited Liability Company under the laws of the State of Wisconsin (hereinafter referred to as "Declarant" or "Developer").

### WITNESSETH:

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

DOCUMENT # 661253

Recorded
SEP. 13, 2007 AT 11:30AM
CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI
Fee Amount: \$97.00

Record this document with the Register of Deads

Name and Return Address, Alty. Michael D. Ogeman Lichtsinn & Heensel, s.c. 111 E. Wisconsin Ave., Sulta 1800 Milwaukee,, WI 53202

J. Adams Investment, LLC PU BOX 1027 Wisconsin Rapids W1 54495 WHEREAS, DECLARANT is the owner of the real property (hereinafter "Subject Property" being part of said Land) and the description of which is set forth on Exhibit B attached hereto and incorporated by reference herein. The Subject Property described on Exhibit B is shown on the Final Plat marked as Exhibit C and incorporated by reference herein.

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WHEREAS, DECLARANT reserves the right, at DECLARANT'S option and in its sole discretion, to subject to this Declaration the remaining "Land" not included in the real estate described in Exhibit B, as well as other lands acquired by Declarant or Declarant's affiliates which are not legally described herein. This land, (the "Expansion Property") including any additional common areas, if any, and the right to use additional portions of the existing common areas and 100 foot easement strip located along the shoreline of Castle Rock Lake (the "100 foot easement strip" or "Shoreline Property") may be subjected to this Declaration in whole or in part, at any time or from time to time by recording a Supplemental Declaration or Declarations to the Declaration ("Expansion Declaration"). This Expansion Property is intended to encompass additional lots, Outlot(s), the right to use the existing common areas and additional portions of the 100-foot easement strip, common piers and other common property. Each owner of a residential lot or unit shall be considered an owner under this Declaration. In accordance with this Declaration, only certain lot owners shall have rights to use the common piers, but all owners will have common enjoyment rights in the 100-foot easement strip or other common property. The lot owners shall also become members in the Copper Point

Waterfront Community Association, Ltd. with the rights and duties set forth in Article XXIV of this Declaration.

WHEREAS, this Declaration amends and supplements the Copper Point Declaration of Covenants, Conditions and Restrictions dated January 7, 2005, and recorded with the Register of Deeds for Juneau County, Wisconsin on January 10, 2005, as Document No. 637733, as amended.

WHEREAS, the Subject Property also includes the Outlot(s), if any, and common piers on the 100 foot easement strip as well as the right to use the aforesaid 100 foot easement strip adjacent to said Subject Property. The right to use said piers and the 100 foot easement strip are subject to the provisions of this Declaration and the recorded Nonexclusive License Agreement entered into by Pavloski Investments, LLC and/or its assigns and to be assigned to the Copper Point Waterfront Community Association, Ltd.

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

NOW, THEREFORE, DECLARANT does hereby give notice to all purchasers and their successors of any portion of Subject Property herein before described and whomsoever it may concern that Subject Property is, and each and every conveyance or any portion of Subject Property will be, subject to the following

pass with Subject Property, and each and every parcel thereof, and shall apply to and bind each successor in interest, and any owner thereof.

### **ARTICLE I**

# **GENERAL PURPOSE**

The purpose of this Declaration is to insure the best use and the most appropriate development and improvement of the Subject Property; to protect owners of Subject Property against such use of surrounding property as will detract from the value of their property; to insure the highest and best development for Subject Property, to encourage and secure the erections of attractive structures thereon with appropriate locations thereof on each parcel; to promote harmonious improvement of Subject Property; to secure and maintain proper setbacks from the roads, and adequate free spaces between structures; and in general to provide adequately for quality improvement of the Subject Property, and thereby to preserve and enhance the value to investments made by purchasers of the Subject Property therein.

### ARTICLE II

### USE OF LAND

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

effect.

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

No on-site un-housed storage will be allowed for excess material and infrequently used vehicles. Storage of snowmobiles, boats, trailers, campers, golf carts and other seasonal items frequently used off of Subject Property will be allowed except on lots that abut the man-made lakes and ponds, provided they are not kept closer than 30 feet from any public road, 10 feet from any property line, and are as determined by the Architectural Control Committee, properly screened from view by structure or vegetation.

Outdoor toilets shall not be permitted.

### LP tanks must be buried.

No horses, cows, goats, pigs, sheep, poultry or fowl of any kind will be permitted to be kept on any part of Subject Property, however, the Lot Owners abutting the private ponds or lakes may choose to have the water patrolled by swans or similar to control the goose population. Pets will be permitted and shall be properly restrained so as to avoid becoming an annoyance or nuisance to the neighborhood and shall be in accordance with any other applicable ordinance. All exterior lighting shall not interfere with the use and enjoyment of neighboring properties.

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

No outdoor wood burning stoves are allowed. The clubhouse to be located in the common area may utilize an outdoor wood burning stove.

### **ARTICLE III**

# TYPE OF MATERIAL: SIZE OF STRUCTURE

All structures erected shall be completed within one (1) year after commencement of construction. Building exterior must be of brick, stone, metal, wood or maintenance free siding (example, steel, vinyl, aluminum) and such exterior must be suitably finished.

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

Dwellings located on lots that abut the 100' strip (waterfront lots) must have a minimum of 2500 square feet of living area. Dwellings on Lots 36 through 44 inclusive must have a minimum of 2000 square feet of living area.

Dwellings located on any of the man-made lakes/ponds must have a minimum of 1500 square feet and a maximum of 2500 square feet above grade.

These dwellings must also have a nine (9) foot exposed basement toward the man-made lakes/ponds. The exposed basement must be faced in stone, cultured stone,

brick, or a similar material approved by the architectural committee.

Dwellings on the off-water lots and Lots 131 through 152 inclusive must have a minimum of 1500 square feet of living area.

Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways, sun rooms and similar additions) of the exterior walls of above grade finished living space. In no event shall floor space which is partially or completely below finished yard grade (such as basement space, whether or not exposed, and/or the lower level of a split level) be counted for purposes of determining minimum 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. A one-car garage will not be permitted. All homes shall include an attached garage with a minimum of 576 square feet. The Architectural Control Committee, at its sole discretion, may prohibit any attached garage which has an exterior appearance of having a capacity of more than three (3) cars. There will be no detached garages allowed.

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."

The main portion of the roof shall have a minimum pitch of 6/12. A lesser pitch over other areas, such as porches, breezeways and bays, may be permitted or denied at the sole discretion of the Architectural Control Committee.

### **ARTICLE IV**

### GARBAGE AND REFUSE DISPOSAL

No lots shall be used or maintained as a dumping ground for rubbish, trash, or garbage, nor shall any waste be kept on Subject Property, except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall comply with all local, state, and/or other regulations.

#### ARTICLE V

# **BUILDING LOCATION**

All buildings shall be located on their respective lots in accordance with the applicable state, county, or township regulations, ordinances or laws which shall supersede any provisions contained herein. In addition, no building or other structure permitted under the terms of this agreement shall be located closer than 30 feet to any public road, and 20 feet from the side yard or 10 feet from accessory buildings. On parcels that abut the 100-foot easement strip, any structures must be a minimum of 30 feet from the 100-foot easement strip. Subject to the provisions contained in the recorded plat, on parcels that abut the internal lakes or ponds, any structures must be a minimum of 75 feet from the lot line abutting the pond or lake. Please see the recorded plat for exceptions to this with particular lots.

# **ARTICLE VI**

# TIMBER REMOVAL

Cutting of Subject Property will not be allowed unless done pursuant to a timber management plan or for the purpose of clearing a building site, lawn and garden area or driveway. All stumps that are removed shall be removed from

Subject Property. Selective harvesting of trees for personal use as firewood will be allowed. The removal of brush will be allowed on the Subject Property. All dead, dying and dangerous trees must be removed from the Subject Property. If the owner of a Lot in the Subject Property does not remove all dead, dying and dangerous trees in a timely fashion, the Board shall have the right to remove the dead, dying or dangerous trees at the expense of the owner of such Lot in the Subject Property. Timber removal and management must be approved by the Architectural Control Committee.

#### ARTICLE VII

# ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for Copper Point Subdivision is hereby established. The Committee shall consist of not less than two members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by the Developer, and the Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, as long as Developer owns a Lot in the subdivision; thereafter, the Committee shall consist of the Board of Directors of the Owner's Association, established as hereinafter set forth, provided said Owner's Association is in existence. If the Owner's Association is not legally in existence at any time after which there is no longer any Lot owned by the Developer

in the subdivision, the Committee shall continue in existence with its then existing members, and Committee members shall be subject to removal, replacement and/or appointment as follows: by majority vote of the Committee members in attendance at a Committee meeting called by any one or more Committee members for that purpose; and/or by majority vote of Lot owners in attendance at a meeting of Lot owners called by any one or more Lot owners for that purpose. Lot owner meetings called to remove, replace and/or appoint Committee members shall require not less than 10 days written notice to at least one owner of each Lot, by personal delivery or by First Class U. S. Mail addressed to the last known owner and address as shown on the tax roll.

#### ARTICLE VIII

# ARCHITECTURAL CONTROL

No dwelling, building, swimming pool, gazebo, driveway, tennis court, light post, or other structure or improvement shall be constructed, erected, placed or altered on any Lot in Copper Point Subdivision without the approval of the Architectural Control Committee. For any undertaking requiring approval of the Architectural Control Committee, three sets of plans [including building construction plans (with roof, siding and trim colors), site plans, grading plans (where necessary) and landscaping plans] shall be submitted to the Architectural Control Committee. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Architectural Control Committee to the Lot owner as evidence of such approval. The Lot Owner will provide the Architectural Control Committee with a postage paid envelope in order to mail back approved/disapproved plans to the Lot Owner. Any minor changes or revisions required by the Architectural Control Committee may be noted as an exception to approval on the plans and detailed in a letter to the Lot owner. The Architectural Control Committee may also request that revisions shall first be made to the plans by the owner's agent before approval is given. Once the Architectural Control Committee's approval has been given the plans shall be strictly adhered to by the Lot owner, unless subsequent changes are approved by the Architectural Control Committee.

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

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

No exposed poured concrete or concrete block over twelve (12) inches above grade shall be permitted on any house. Where block or concrete would otherwise be exposed, it must be covered by the house siding, or by brick or stone. The roofing of all dwellings shall consist of fully dimensional asphalt shingles, with minimum 300 lb., dimensional shingles or wood or tile. Conventional asphalt shingles shall not be permitted. The Architectural Control Committee, in its sole discretion, may permit or prohibit the use of other types of roofing materials (such as fiberglass shingles) having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the subdivision. Further, the Architectural Control Committee 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

8,

limited to masonry and/or copper.

There are to be no exterior walls without windows and/or doors. If architectural insets are used they must be wrapped and shuttered the same as windows on the rest of the house. The Architectural Control Committee retains the right to require additional architectural detail.

No white windows will be allowed.

All fireplace chimneys shall be brick, stone, cultured stone or masonry faced with stucco regardless if the fireplace is on an exterior or interior wall.

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

In-ground swimming pools shall be permitted, subject to the approval of the Architectural Control Committee, if they meet the Town of Germantown and County ordinances and specifications. Above ground swimming pools are prohibited. Hot tubs and spas are permitted. Architectural Control Committee approval is not required for portable units, but is required for permanently installed units. 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.

All Lot Owners shall mow their yards in a first class manner. In addition to the normal maintenance and mowing of lawn areas on a Lot, the owner of each Lot abutting a private lake or pond shall also maintain the lawn and yard area from the back of the Lot from the property line (rear lot line) to the bank of the lake or pond. In addition to mowing the area between the rear Lot line and the lake or pond, the Lot owner shall keep this area free of debris and in all other ways properly maintained. Notwithstanding the foregoing, in the event a Lot Owner fails to maintain their yards or the area from a rear lot line to a pond, the Owner's Association, in its sole discretion, shall have the right, but not the responsibility, to undertake mowing and/or other lawn maintenance on the Lot or within the area between the rear Lot line and a private lake or pond, and to charge the cost thereof to the Lot Owner as a special assessment.

Landscaping plans, showing trees, bushes, planting beds, walkways, ornamental fences, arbors and other features must be submitted for approval by the Architectural Control Committee in conjunction with building plans.

At a minimum, landscaping shall include at least four (4) evergreen trees having a minimum height of four (4) feet above grade planted in the front yard, foundation plantings locating along the elevations of the building facing a public street and sodded or seeded lawns on all four (4) sides of the home. The landscaping shall be installed within twelve (12) months following issuance of an occupancy permit for the home. Said trees should be hardy, low maintenance,

disease resistant, native species classified as "large" trees that will grow to a height of 20 to 100 feet at maturity.

The owner of each Lot abutting a private lake or pond has additional landscaping requirements. No deciduous trees are allowed on lots abutting a private lake. Deciduous trees are those that lose all of their leaves for part of the year. If a deciduous tree grows (naturally or from planting) on a lot abutting a private lake it is the owner's responsibility to remove the tree before the end of September of that year. Examples of deciduous trees are maple, oak, elm, aspen, and birch. Deciduous trees are not allowed due to the fact that many of the leaves will end up in the private lake. It is also important for the owner of a lot abutting a private lake or pond to control erosion. During home construction, remodeling, landscaping, etc. preventative measures must be taken to control soil erosion.

All landscaping (including permanent lawns) shall be performed in accordance with the plan approved by the Architectural Control Committee and shall be completed within twelve (12) months following the issuance of the occupancy permit for the home, or if said permit was granted after August 31, said completion shall be on or prior to June 1 of the following year.

Any landscaping completed by Declarant that may be on a Lot or in the yard area in front of the Lot from the property line (front lot line) to the back of curb and gutter section or shoulder of the public roadway; including trees, plantings, grass areas, ponds, signs, and brick/stone/wood piers or other ornamentation shall be maintained by the Lot Owner. Maintenance of such landscaping shall be become

the Lot owners responsibility after closing, and the Declarant shall have no further responsibility as to the growth, survival or maintenance of such landscaping.

Landscaping completed by Declarant that may be on the common areas of the Subdivision, including trees, plantings, grass areas, ponds, signs, and brick/stone/wood piers or other ornamentation are to be maintained by the Association. Upon completion of any common area landscaping or improvements, maintenance of such landscaping shall become the Owner's Association's responsibility and the Declarant shall have no further responsibility as to the growth, survival or maintenance of such landscaping or improvements.

#### ARTICLE IX

# COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

Before any construction shall be commenced on any Lot, the driveway shall be rough graded in a horizontal location and with a vertical alignment as approved by the Architectural Control Committee. All access to and from the home site construction area by material suppliers, contractors and other individuals shall be by this driveway location and no other means or way. This covenant is primarily for the protection of natural amenities of the site.

Any exterior construction commenced shall be completed within a one-year period and shall be ready for occupancy within that period. Also, within one year of occupancy or within two years of the commencement of construction, whichever date shall be sooner, the owner of such Lot shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with the plans and

specifications approved by the Architectural Control Committee.

During the time of construction, the Lot owner shall be responsible to see that his or her contractor maintains a constant cleanup of all scraps, paper or other waste materials, and all dirt and mud tracked onto public streets, and that all access to the site is through the approved driveway, and by no other means or way. The Lot owner shall further be responsible for the repair of any and all damage to the public or private right-of-way adjacent to the Lot, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on the Lot, occurring prior to completion of construction.

During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site. All Lot Owners abutting the private lakes or ponds shall take extra care to utilize proper erosion control measures, including, but not limited to, the installation of silt fencing, to prevent sediment from entering the ponds or lakes during any earth moving activities.

#### ARTICLE X

# DRIVEWAYS; DRIVEWAY RESTRICTIONS

The owner of each Lot shall, within six-months of the date of issuance of an occupancy permit for the construction of a residence on a Lot, install a hard surfaced concrete, red granite, or asphalt driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street.

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

otherwise approved in writing by the Committee (in its sole discretion). No straight driveways will be permitted, unless approved by the Architectural Control Committee in cases where a straight driveway is the only option. Straight driveways will be permitted for Lots abutting private lakes or ponds.

#### **ARTICLE XI**

# HOME CONSTRUCTION ON LOT AND HEIGHT OF GRADE

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

No owner of any Lot shall or will at any time alter the grade of any Lot from that which is naturally occurring on that Lot at the time the site development improvements have been completed by the Developer unless and until the Lot owner shall first obtain the written approval of the Architectural Control Committee for such grade alteration. In order to obtain this approval, it shall first be necessary for the Lot owner, at the Lot owner's expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, states that the effects on site drainage will not be in violation of

law as to alteration of natural drainage courses, and is a plan which does not unreasonably affect an adjacent property owner as regards drainage or their viewing of unreasonable slope treatment. The Architectural Control Committee's approval, if granted, shall not relieve the Lot owner from the ultimate responsibility for the design, performance, and function of the grade alteration and/or drainage condition, and the Lot owner by requesting the alteration, and/or by altering the grade, thereby agrees to indemnify and hold harmless the Developer and Association and its agents, employees and independent contractors regarding the same. The Developer or Association and/or their agents, employees or independent contractors shall have the right to enter upon any Lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the Lot owner is responsible for cost of the same. The top of any basement walls shall not exceed four feet above existing grade. The Developer makes no representations or warranties that a particular Lot will allow for the construction of a basement, or an exposed basement.

#### **ARTICLE XII**

#### <u>NUISANCES</u>

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

# **ARTICLE XIII**

# **OUTDOOR STORAGE**

No on-site un-housed storage will be allowed for excess material and infrequently used vehicles. Storage of snowmobiles, boats, trailers, campers, golf carts and other seasonal items frequently used off of Subject Property will be allowed except on lots that abut the man-made lakes and ponds, provided they are not kept closer than 30 feet from any public road, 10 feet from any property line, and are as determined by the Architectural Control Committee, properly screened from view by structure or vegetation.

#### **ARTICLE XIV**

# <u>SIGNS</u>

No sign of any kind shall be displayed to the public view on any Lot except for the following: (1) One sign not more than two square feet in size identifying the property of the owner, (2) One information tube style sign (approximately 5" x 5" x 18" in size) advertising the property for sale. The tube style sign may say "information" or "info" only. No telephone numbers, "for sale" wording, or realtor's name may be listed on the tube sign. No extension or hanging sign from the tube is permitted. (3) Such signs as may be used by the Developer in Developer's discretion in conjunction with Lot sales in the Land or other developments of the Developer or its affiliates to be placed on Lots or Outlots, and one or more subdivision entrance signs as may be erected by the Developer and/or by the Owner's Association.

#### **ARTICLE XV**

# ANTENNAE

No exterior antennae, other than two dish type antenna not exceeding thirty (30) inches in diameter, shall be allowed on any Lot. With respect to dish antennas not exceeding thirty (30) inches in diameter, they shall not be attached to the front of any house, nor shall same be located in the front yard of the residence.

# **ARTICLE XVI**

#### **MAILBOX**

Each Lot shall have a uniform mailbox and newspaper box and post which the Lot owner shall purchase from the Developer. The Developer may decide at the Developer's discretion to install community mailboxes/mail stations that would be located near the clubhouse. The community mailbox/mail stations would be in place of the individual mailboxes at lots throughout the development.

#### **ARTICLE XVII**

#### SEVERABILITY

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

#### **ARTICLE XVIII**

#### OUTLOT(S)

Outlots 1, and Outlots 3-16, inclusive are common areas for the Subdivision. Each Lot in the subdivision shall be deemed to include an equal

undivided ownership interest in those Outlot(s), and each conveyance of a Lot in the subdivision shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance. Outlot 2 has been dedicated to the public for public parking as described on the Plat and is not common area for the Lots in the Subdivision. Outlot 1 is preserved for open green space. Outlot 3 is a private parking lot for all Copper Point Lot Owners for access to the 100 foot strip. Outlot 4 and Outlot 6 are reserved for Lot Owners for pedestrian access to the 100 foot strip. Outlot 5 is preserved for open green space and is to be maintained as a grassy area with no trees. Trees and brush that grow naturally shall be removed from Outlot 5. Outlot 7 is a private parking lot for all Copper Point Lot Owners for access to the 100 foot strip and for use as pedestrian access to the 100 foot strip. Outlot 8 and Outlot 9 are to be preserved as wooded green spaces along Highway G. Small stone entrance signs may be placed on Outlot 8 and Outlot 9. Outlot 10 is a private parking lot for accessing the 100 foot strip. Declarant will construct a clubhouse with indoor swimming pool and, fitness room, etc. Outlot 10 may be used for swimming, use of the pond, tennis court, sand volleyball court, putting green, and private parking lot. Outlot 12 will be open green space and will include a stone Copper Point sign, landscaping, drilled well, sprinkling system, planted trees, a large grassy area to be regularly mowed like a lawn, and stone spillways to the fishing pond. Outlot 13 will be a stocked fishing pond. Outlot 14 will include Copper Lake, a private lake to be used and maintained by the Lot Owners which abut Outlot 14. Outlot 15 is a private parking lot for accessing the 100 foot

strip. Outlot 16 is wooded green space along Highway G. Two small stone entrance signs may also be placed in Outlot 16.

#### ARTICLE XIX

# MAINTENANCE OF DRAINAGE EASEMENTS, LAKES, PONDS, COMMON AREAS, ENTRANCE SIGNAGE, ISLANDS, ACCESS EASEMENTS, PUBLIC PATHS AND FENCES

The Owner's Association has the responsibility of properly landscaping and maintaining all Outlots and common areas, and related improvements, lakes, ponds, walking paths, fences, clubhouse and all its amenities, tennis court, volleyball court, putting green, common parking areas, street Islands and subdivision entrance signage, and maintaining the street signs and street lights, if any, within the subdivision. Subject to the provisions of Article XX below, the Owner's Association (unless such obligation is assumed by the Town of Germantown) further has the responsibility of properly maintaining all drainage easement areas located within the individual Lots and Outlots, which are subject to this Declaration and the lakes and ponds and all drainage easement areas within common areas. Maintenance of the lakes and ponds shall include, but not necessarily be limited to: preservation of the embankments; prevention of erosion above, around, and downstream from the lakes and ponds; dredging if and when necessary, annual treatment with algaecide chemicals and other necessary measures to reduce algae and maintain the appearance of the pond and "water color", and the annual stocking of fish. The Developer and Owner's Association hereby reserve a 25 foot wide permanent easement along the rear lot line of all Lots abutting the lakes and ponds for the purpose of maintaining the lakes and ponds as described

above. The maintenance of the lakes and ponds is at the discretion of the Declarant during the period of Declarant control of the Association. The Declarant and/or the Association shall have the right to promulgate rules and regulations which shall govern the use of the private lakes and ponds, the clubhouse and all its amenities, tennis court, volleyball court, and putting green.

# **ARTICLE XX**

# <u>DAY-TO-DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS, LAKES, PONDS AND LANDSCAPING BERMS</u>

The day-to-day maintenance of any drainage easement area located on an individual Lot shall be the responsibility of the owners of such Lot. Day to day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. Any major improvements shall be the responsibility of the Copper Point Waterfront Community Association, Ltd. or the Town of Germantown as the case may be. The day-to-day maintenance of any landscaping berms and plantings located on an individual Lot shall be the responsibility of the owners of such Lot. Notwithstanding the provisions of Article VI, the owners of such Lots are prohibited from cutting or removing any trees or other plantings located on a landscaping berm. The owners of Lots which abut the private lakes or ponds shall maintain the existing sand beach located on these lots. Each owner of a Lot abutting a pond shall maintain the sand within their Lot and extending to the water's edge. The day-to-day maintenance of the sand areas shall include the removal of all weeds and

general maintenance such that the sand areas have a neat and uniform appearance. In the event any Lot Owner fails to perform his or her required maintenance as described above, within thirty days after receipt of written demand from the Owner's Association, the Owner's Association shall have the right to perform the repair, replacement and/or maintenance, and, in such event, the Association shall be entitled to assess the costs thereof to the Lot Owner, which cost shall become a lien against the Lot Owner's Lot until paid.

#### **ARTICLE XXI**

# LAKE, POND AND DRAINAGE EASEMENT LIABILITY

The drainage easements have been created and are required by the Town of Germantown to assist in the flow and detention of surface and storm water in the subdivision. The drainage areas are not intended to be used for swimming or recreational facilities, and any use of the drainage areas for such use is strictly prohibited. Any person entering into or using the drainage areas either intentionally or accidentally do so at their own risk. The lakes and ponds located in the subdivision shall be used for swimming, fishing, and related recreational uses. The Declarant and/or the Association shall have the right to adopt rules and regulations for use of the pond that apply to all Lot owners and their invitees. By purchase of a Lot in the subdivision, each Owner and its respective successors, assigns, heirs, personal representatives, and invitees hereby waive, to the fullest extent permitted by law, any and all claims for liability against the Developer, the Association, and any Lot Owners whose Lot contains a drainage easement, or abuts a lake or pond, and their respective

agents, contractors, employees, officers, directors and shareholders, for injury or damage to person or property sustained in or about or resulting from the use or existence of the lakes, ponds and drainage areas. In addition, each Owner (and its successors, assigns, heirs and personal representatives, and invitees) agree to indemnify, defend and hold harmless the Developer, the Association, and any Lot Owners whose Lot contains a drainage easement, lake or pond, and their respective agents, contractors, employees, officers, directors, members and shareholders, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney's fees), including those arising from any injury or damage to any person (including death) or property sustained in or about or resulting from the use or existence of the lakes, ponds or drainage areas.

#### **ARTICLE XXII**

#### WETLAND RESTRICTIONS

In order to preserve and protect any wetlands located in this Subdivision to the greatest extent possible, no construction, land disturbing, grading, or filling activities may occur within the wetland boundaries. During all construction and land disturbing activities, the Owners of said Lots shall comply with all appropriate regulations promulgated by the County of Juneau, the Town of Germantown, the United States Army Corps of Engineers, the Wisconsin Department of Natural Resources and any other administrative agency or governmental body having jurisdiction over the Subdivision and the wetlands. Lot 39 contains a wetland. Lots 13, 19, 20, 38, 39, and 40 are subject to a 75 foot building setback requirement from the wetland boundary as

depicted on the Final Plat. No impervious surfaces may be constructed or installed within the 75 foot wetland building setback area.

#### ARTICLE XXIII

#### **DECLARANT'S RIGHTS**

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

- a. Grant easements for the use, and establish requirements for the maintenance of, common Outlots and/or other common areas such that the Owners of Lots in all of the developments have the full right of access to and use of common Outlots and/or other common areas, and the Owners of all Lots share equally in the maintenance expenses.
- b. Amend this Declaration of Restrictions so as to subject any or all of said additional lands to this Declaration of Restrictions. In doing so, Declarant and its affiliates shall have the right, when required or requested by any governmental body, to establish certain provisions which may be applicable to one or more, but less than all, of the developments.
- c. Amend the Articles of Incorporation and/or By-laws of the Owner's Association so that the Owner's Association functions as the association for all of the developments.
- d. Amend the provisions hereof with respect to the Architectural Control

Committee (ACC) so that there are separate ACCs for each development, or so that there is a combined ACC for some or all developments.

#### **ARTICLE XXIV**

# COPPER POINT WATERFRONT COMMUNITY ASSOCIATION, LTD.

The Lot owners of the subdivision shall become part of a non-profit membership corporation for the purpose of maintaining, improving, policing or preserving properties in which its members shall have common rights of usage or enjoyment including Outlot(s) and common areas, and related improvements, lakes, ponds, common parking areas, street islands and subdivision entrance signage, and the 100 foot easement strip as described in the Non-exclusive License Agreement with Wisconsin River Power Company.

- 1. Membership in said Association shall be mandatory for every person or entity who is a beneficial owner of a fee or an undivided fee interest in any part of the real estate subject to this Declaration or any Supplemental Declaration, including contract buyers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall transfer to the new owner(s) upon the conveyance of said fee interest(s).
- 2. The Association shall have the rights and duties to fix and collect annual or monthly assessments against each lot as follows:
  - A. The Association shall have the power to prepare and annually submit to its membership a budget of the expenditures, which it proposes to make for the ensuing year. Such budget shall include the expenses of maintaining, improving, policing, and preserving the Outlot(s) and all common facilities, common piers and the 100 foot easement strip. Such budget shall also include the expenses of maintaining the organization of the Association including, but not limited to, salaries of officers, fees paid for auditing the books of the Association and for necessary legal services and counsel fees to the Board of Directors thereof.

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- B. Upon the adoption and approval of the annual budget by a majority of the members entitled to vote as established by the articles of incorporation and by-laws of the Association and by rules validly adopted by resolution of the Board of Directors of the Association, at a regular meeting or adjournment thereof, or upon the approval of a special assessment under par. D., the Board of Directors of the Association may levy an assessment against all of the Lots, the ownership of which entitles the owner thereof to the use and enjoyment of the properties controlled by the Association.
- C. The assessment levied under this section shall be levied at generally the same time each year upon all Lots. Notwithstanding any provision to the contrary contained herein, the assessments shall not be equal against each Lot. Lots 84 through 130 inclusive shall be solely responsible for all expenses associated with maintaining, improving, policing, and preserving Copper Lake located on Outlot 14.

The Developer makes no representations or warranties as to the water levels of any ponds or lakes. The Developer makes no representations or warranties as to the water levels of Castle Rock Flowage. Except as set forth below with respect to the Declarant, and with respect to the Lot Owners abutting Outlot 14, all Lot owner's shall have equal rights and shall be assessed equally for all other common areas including, but not limited to, maintenance and repair of the other Outlots and common areas. The Association shall at its first Annual Meeting set the assessment for the following year to cover the year's estimated expenses.

Declarant Control of the Association. Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), until the earliest of: (1) Twenty (20) years from the date that the first Lot is conveyed to any person other than Declarant; or (2) Thirty (30) days after the conveyance by Declarant to purchasers of all of the Lots, including all Lots added to this Declaration as set forth in Article XXIII above; or (3) Declarant's election to waive its right to control the Association.

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

- D. The Board of Directors of the Association may call a special meeting upon at least three (3) days written notice for the purpose of making a special assessment. The nature of the proposed special assessment shall be included in the notice. A majority of members entitled to vote shall constitute a quorum for a special meeting, and a majority of members entitled to vote who are present at the special meeting shall determine a question.
- E. The Board of Directors of the Association shall declare the assessments levied under sub B., due and payable at any time after 30 days from the date of the levy. The Association's Secretary or other officer shall notify the owner of every Lot so assessed of the action taken by the Board, the amount of the assessment of each Lot owned by such owner and the date on which the assessment becomes due and payable. The secretary shall mail the notice by U.S. mail, postage prepaid, to the owner at the owner's last-known post-office address.
- F. In the event that an assessment levied under sub B. against any Lot remains unpaid for a period of sixty days from the date of the levy, the Board of Directors of the Association may, in its discretion, file a claim for a maintenance lien against the Lot. All of the following apply to a claim for lien under this subsection:

- The claim may be filed at any time within six (6) months from the date of the levy.
- ii. The claim shall be filed in the office of the clerk of circuit court of the county in which the lands affected by the levy lie.
- iii. The claim shall contain a reference to the resolution authorizing the levy and the date of the resolution, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the property affected by the levy and a statement of the amount claimed.
- iv. The claim shall be signed by the claimant or the claimant's attorney, need not be verified, and may be amended, in case an action is brought, by court order, as pleadings may be.
- v. The clerk of circuit court shall enter each claim for a maintenance lien in the judgment and lien docket immediately after the claim is filed in the same manner that other liens are entered. The date of levy of assessment will appear on the judgment and lien docket instead of the last date of performance of labor or furnishing materials.
- vi. When the Association has so filed its claim for lien upon a Lot it may foreclose the same by action in the circuit court having jurisdiction thereof, and ss. 779.09, 779.10, 779.11, 779.12, and 779.13 shall apply to proceedings undertaken for the enforcement and collection of maintenance liens as described in this subsection.
- 3. The members of the Association shall have the following rights:
  - A. The right to Use Shoreline Property.
    - As of the date of execution of this Agreement, the Shoreline Property is owned by Wisconsin River Power Company ("WRPCO") and lies within the boundary of a

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hydroelectric project known as Federal Regulatory Commission ("FERC") Project 1984. The Shoreline Property is subject to regulation by FERC in accordance with the terms and conditions of a license issued by FERC.

2. The Association will obtain from Developer or its assigns through WRPCO a non-exclusive license agreement ("License Agreement") that grants certain members of the Association as described above and invitees the right to construct certain boat docks on the 100-foot easement strip; and further grants all Members of the Association the right to use the Shoreline Property for recreational activities, such as walking, swimming, boating, bank fishing, and other pedestrian activities. FERC requires that the Shoreline Property also be open to the public for pedestrian ingress and egress. The Association has the right to construct common piers on the 100-foot easement strip, and certain members as described above have the exclusive right to use the slips, piers and wooden stairways, if any. WRPCO will install signs at each pier designating them as "Permitted Piers," and "Private Property for the exclusive use of the Association." These rights and all use of the Shoreline Property shall be subject to the terms and conditions of said License Agreement.

# B. Docks, Stairways, Watercraft and Storage.

- Maintenance/Construction. All Outlot(s) and common piers shall be owned and maintained by the Association. The actual frontage area for each pier must be leased from WRPCO. Developer or its assigns will execute the initial Non-exclusive License Agreement. Developer or its assigns will assign said License Agreement to the Association, which will be responsible for the obligations of said License Agreement and the payment of all annual fees.
- 2. <u>Placement.</u> Placement of the piers shall be opposite the property line between Lots or where the Developer deems appropriate at Developer's discretion.



- 3. Off-Season Storage. Pier components may be stored on the 100-foot easement strip during the off-season months at a location approved by WRPCO.
- 4. <u>Lighting Fixtures.</u> No more than three dusk-to-dawn light fixtures may be installed at or near each dock cluster. Dusk-to-dawn fixtures shall be standard dusk-to-dawn outdoor lights, mounted on wooden poles with natural finishes, and extending not more than 15 feet above ground level. All wiring leading to permitted light fixtures shall be buried, in accordance with applicable electrical codes and regulations. Light fixtures are to be shrouded as to enlighten the immediate areas. Lights shall not be on past 10pm Central Time.
- 4. The Association shall maintain insurance covering the insurable improvements located or constructed upon the 100-foot easement owned by Wisconsin River Power Company. The Association shall maintain the following types of insurance, and said insurance coverage shall be paid for by the Association out of the annual fee collected from Association members.

#### A. Property Insurance.

A policy of property insurance covering the Outlot(s), piers and any other improvements constructed upon the 100-foot easement strip. Such insurance as maintained by the Association pursuant to this subsection shall afford protection against at least the following:

- Loss or damage by fire and other perils normally covered by the standard coverage endorsement; and
- Such other risks as shall customarily be covered with respect to projects similar in construction, location, and use, including all perils normally covered by the standard risk endorsement, where such is available.

#### B. Public Liability Insurance.

A comprehensive policy of public liability insurance covering the Outlot(s), piers and any other improvements owned by the Association, and its use of said 100-foot easement strip, insuring the Association in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) covering bodily injury, including death of one

person, arising out of a single occurrence and Two Million and no/100 Dollars (\$2,000,000.00) for death or injury to more than one person arising out of a single occurrence and One Hundred Thousand and no/100 Dollars (\$100,00.00) for property damage. (Such coverage shall include, without limitations, legal liability of the insured for property damage, bodily injuries and deaths of persons in connections with the operation, maintenance or use of the 100-foot easement strip along the water, the Outlot(s) and piers and any other improvements owned by the Association, legal liability arising out of lawsuits related to employment contracts of the Association, and protection against liability for non-owned and hired automobiles). Such coverage may also include, if applicable, contractual liability and workmen's compensation insurance for person's hired by the Association for work such as dock installation, maintenance and removal. Such coverage limits may be increased from time to time by the Association.

#### C. Other Risks.

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

# D. General Provisions of Insurance Policies.

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

#### E. Deductibles.

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



thereof may be assessed to the Lot owner in question and the Association may collect the amount from said Lot owner in the same manner as any annual assessment.

#### **ARTICLE XXV**

# TERM AND RIGHT TO ABATE VIOLATIONS

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

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

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

The invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions that shall remain in full force and effect.

No provisions contained herein shall be construed to restrict Declarant's or their assigns' right to construct roads or subdivide, by plat or otherwise, the real property described herein.

IN WITNESS WHEREOF, J. Adams Investments, LLC, a Wisconsin limited liability company, does hereby cause this instrument to be executed in its name on the day and year first written above.

J. Adams Investments, LLC

STATE OF WISCONSIN

WOOD COUNTY

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Personally came before

the above-named Brad Paulogic, a Member of J. Adams Investments, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.

My commission is permanent

This instrument drafted by:
Michael D. Orgeman
Lichtsinn & Haensel, s.c.
111 E. Wisconsin Avenue, Suite 1800
Milwaukee, WI 53202
(414) 276-3400

# **EXHIBIT A**

The South One-Half of the Southwest Quarter (S1/2 of SW1/4) of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, lying Northerly of CTH AG@, EXCEPT 15<sup>th</sup> Avenue and 16<sup>th</sup> Avenue.

The Southeast Quarter of the Southeast Quarter (SE1/4 of SE1/4) of Section 18, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPT 15th Avenue.

The Northeast Quarter of the Northeast Quarter (NE1/4 of NE1/4) of Section 19, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPT 15th Avenue and EXCEPT CTH AG@.

The North One-Half of the Northwest Quarter (N1/2 of NW1/4) of Section 20, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, lying Northerly of CTH AG@, EXCEPT 15<sup>th</sup> Avenue.

The Southeast Quarter of the Southwest Quarter, the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 17; The Northwest Quarter of the Northwest Quarter, the Northeast Quarter of the Northwest Quarter, the Northwest Quarter of the Northeast Quarter, the Northeast Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 20; all in Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin. INCLUDING: Lot 1 (One) and Outlot 1 (One) of the Town of Germantown Plat of Copper Point. Filed on the 10th day of January, 2005 in Volume 11 of Plats at Pages 26-28 as Document Number 637732.

EXCEPT: All lands lying Northwesterly of County Trunk Highway AGO.

ALSO EXCEPT: All lands lying below the ordinary high water mark of Castle Rock Flowage.

ALSO EXCEPT: A strip of land, 100 feet in width, lying adjacent to and parallel with the ordinary high water line of Castle Rock Flowage.

ALSO EXCEPT: Part of the Southwest Quarter of the Northwest Quarter of said Section 20 which lies South of the following described line: Commencing at the West Quarter corner of said Section 20, thence N 00E04'23" E along the West line of the Northwest Quarter of said Section 20 a distance of 148.07 feet to the POINT OF BEGINNING, thence S 38E20'08" E a distance of

141.05 feet, thence N 65E41'30" E a distance of 63.65 feet, thence N 75E38'51" E a distance of 38.61 feet, thence S 72E23'39" E a distance of 108.05 feet, thence N 34E58'50" E a distance of 82.07 feet, thence N 46E31'18" E a distance of 206.97 feet, thence N 75E12'09" E a distance of 155.20 feet, thence S 73E50'39" E a distance of 156.11 feet, thence N 81E35'30" E a distance of 114.07 feet, thence S 67E37'14" E a distance of 40.19 feet, thence S 59E57'30" E a distance of 129.41 feet, thence S 22E39'05" E a distance of 123.94 feet, thence N 77E34'44" E a distance of 143.42 feet, thence S 82E33'27" E a distance of 51.77 feet, thence N 40E05'39" E a distance of 153.42 feet to the End of this description. ALSO EXCEPT: Lot 2 (Two) through Lot 12 (Twelve) of the Town of Germantown Plat of Copper Point. Filed on the 10th day of January, 2005 in Volume 11 of Plats at Pages 26-28 as Document Number 637732.

INCLUDING: Lot 13 (Thirteen) through Lot 130 (One hundred thirty) inclusive and Outlot 2 (Two) through Outlot 15 (Fifteen) inclusive of First Addition to Copper Point. Filed on the 10 th day of 8 as Document Number 661141

Containing 349 acres more or less.

\* Lot I and Outlot I of the Town of Germantoun 11st of Copper Point as recorded in Volume 11 of Plats on pages 26-28 as Document number 637732.

# EXHIBIT B

Part of the Southeast Quarter of the Southeast Quarter, part of the Southwest Quarter of the Southeast Quarter and part of the Southeast Quarter of the Southwest Quarter of Section 17, Part of the Northwest Quarter of the Northwest Quarter, part of the Northeast Quarter of the Northwest Quarter, part of the Northwest Quarter of the Northeast Quarter, part of the Northeast Quarter of the Northeast Quarter, part of the Southeast Quarter of the Northeast Quarter, part of the Southwest Quarter of the Northeast Quarter, part of the Southeast Quarter of the Northwest Quarter and part of the Southwest Quarter of the Northwest Quarter of Section 20, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, Including Lot 1 and Outlot 1 of the Town of Germantown Plat of Copper Point as recorded in Volume 11 of PLATS on Pages 26-28 as Document number 637732, bounded and described as follows;

Commencing at the West Quarter corner of said Section 20, thence N 00E04'23" E along the West line of the Northwest Quarter of said Section 20 a distance of 1203.39 feet to the Point of Beginning, thence continuing N 00E04'23" E along said West line a distance of 186.66 feet to the centerline of County Trunk Highway AG@ and a nontangent curve to the left which has a radius of 3483.45 feet, a delta angle of 02E07'04" and a chord that bears N 51E00'50" E a distance of 128.75 feet, thence along the arc of said curve and said centerline a distance of 128.76 feet, thence N 49E57'18" E along said centerline a distance of 3125.62 feet to a curve to the left which has a radius of 12579.01 feet, a delta angle of 01E04'37" and a chord that bears N 49E24'59.5" E a distance of 236.45 feet, thence along said centerline and the arc of said curve a distance of 236.45 feet, thence N 48E52'41" E along said centerline a distance of 452.58 feet, thence S 89E49'42" E a distance of 629.97 feet, thence S 12E44'04" W a distance of 10.25 feet, thence S 06E52'46' W a distance of 135.93 feet, thence S 04E17'07" E a distance of 135.07 feet, thence S 21E19'10" E a distance of 137.86 feet, thence S 32E11'54' E a distance of 142.80 feet, thence S 36E32'18" E a distance of 143.49 feet, thence

S 61E20'48" E a distance of 171.65 feet, thence S 23E51'08" W a distance of 20.21 feet, thence S 20E51'50" W a distance of 167.43 feet, thence S 06E46'32" W a distance of 143.06 feet, thence S 05E11'33" W a distance of 10.32 feet, thence S 01E00'46" E a distance of 136.36 feet, thence S 27E57'15" E a distance of 139.84 feet, thence

S 49E43'20' E a distance of 91.80 feet, thence S 14E00'50" W a distance of 70.00 feet, thence S 13E57'22' E a distance of 136.15 feet, thence S 28E33'43" E a distance of 50.07 feet, thence S 45E20'39" E a distance of 126.75 feet, thence S 11E57'46' E a distance of 163.20 feet, thence S 15E01'37" E a distance of 163.36 feet, thence N 70E39'32" W a distance of 191.44 feet, thence 81E27'07" W a distance of 93.23 feet, thence N 70E33'58" W a distance 80.80 feet, thence S 85E49'49" W a distance of 80.85 feet, thence S 65E58'53' W a distance of 102.31 feet, thence N 80E14'20' W a distance of 51.77 feet, thence S 74E07'42" W a distance of 42.77 feet, thence N 72E07'36" W a distance of 138.92 feet, thence N 30E52'56" W a distance of 48.47 feet, thence N 44E06'37" W a distance of 64.52 feet, thence N 68E51'02" W a distance of 77.87 feet, thence N 71E56'25" W a distance of 162.25 feet, thence N 38E46'09" E a distance of 305.11 feet, thence N 10E27'31" E a distance of 62.45 feet to a non-tangent curve to the right which has a radius of 266.00 feet, a delta angle of 68E34'06" and a chord that bears N 45E15'26" W a distance of 299.67 feet, thence along the arc of said curve a distance of 318.33 feet to a curve to the left which has a radius of 567.00 feet, a delta angle of 76E12'58" and a chord that bears N 49E04'52" W a distance of 699.84 feet, thence along the arc of said curve a distance of 754.24 feet to a curve to the right which has a radius of 433.00 feet, a delta angle of 47E08'39" and a chord that bears N 63E37'01.5" W a distance of 346.32 feet, thence along the arc of said curve a distance of 356.28 feet, thence N 40E02'42" W a distance of 23.54 feet to a curve to the left which has a radius of 25.00 feet, a delta angle of 90E00'00" and a chord that bears N 85E02'42" W a distance of 35.36 feet, thence along the arc of said curve a distance of 39.27 feet, thence S 49E57'18" W a distance of 879.30 feet to a curve to the left which has a radius of 25.00 feet, a delta angle of 90E00'00" and a chord that bears S 04E57'18" W a distance of 35.36 feet, thence along the arc of said curve a distance of 39.27 feet, thence S 40E02'42" E a distance of 106.63 feet to a curve to the left which has a radius of 267.00 feet, a delta angle of 28E56'14" and a chord that bears S 54E30'49" E a distance of 133.42 feet, thence along the arc of said curve a distance S 68E58'56" E a distance of 450.17 feet to a of 134.85 feet, thence curve to the right which has a radius of 367.00 feet, a delta angle of 48E31'38" and a chord that bears S 44E43'07" E a distance of 301.63 feet, thence along the arc of said curve a distance of 310.84 feet to a curve to the left which has a radius of 433.00 feet, a delta angle of 29E31'49" and a chord that bears S 35E13'12.5" E a distance of 220.71 feet, thence along the arc of said curve a distance of 223.17 feet, thence S 49E59'07" E a distance of 446.84 feet, thence N

40E00'53" E a distance of 289.33 feet, thence S 58E51'31" E a distance of 83.98 feet, thence S 06E20'02" E a distance of 58.08 feet, thence S 43E17'38" E a distance of 126.46 feet, thence S 57E48'48" E a distance of 125.02 feet, thence S 64E38'57" E a distance of 125.14 feet, thence S 68E01'07" E a distance of 99.90 feet, thence S 89E15'17' E a distance of 27.10 feet, thence S 60E11'44" E a distance of 158.41 feet, thence S 85E04'39" E a distance of 81.45 feet, thence N 74E20'16" E a distance of 154.76 feet, thence S 54E52'34" E a distance of 65.79 feet, thence S 63E16'22" E a distance of 87.36 feet, thence N 82E21'50" E a distance of 116.14 feet, thence S 00E55'39" W a distance of 136.52 feet, thence S 06E29'28" W a distance of 39.06 feet, thence S 59E00'50" W a distance of 28.43 feet, thence S 53E03'27" W a distance of 97.19 feet, thence S 32E04'15" W a distance of 97.49 feet, thence S 13E45'37" W a distance of 54.19 feet, thence

S 32E39'02" W a distance of 151.46 feet, thence S 33E31'57" W a distance of 82.94 feet, thence \$ 22E36'33" W a distance of 59.26 feet, thence S 03E41'04" W a distance of 36.97 feet, thence S 38E23'21" W a distance of 60.34 feet, thence N 69E06'09" W a distance of 69.26 feet, thence N 87E33'50" W a distance of 85.71 feet, thence S 63E12'11" W a distance of 136.84 feet, thence S 70E30'30" W a distance of 135.09 feet, thence S 67E05'31" W a distance of 135.63 feet, thence S 76E10'09" W a distance of 135.30 feet, thence 80E55'16" W a distance of 136.40 feet, thence S 55E54'41" W a distance of 146.20 feet, thence S 46E18'52" W a distance of 159.19 feet, thence S 78E47'51" W a distance of 10.00 feet, thence S 67E49'04" W a distance of 137.30 feet, thence N 39E15'15" W a distance of 159.47 feet, thence N 72E21'36" W a distance of 70.18 feet, thence S 79E08'30" W a distance of 85.82 feet, thence S 31E21'24" W a distance of 72.07 feet, thence N 63E41'39" W a distance of 171.29 feet, thence N 89E11'58" W a distance of 136.55 feet, thence 58E34'19" W a distance of 158.33 feet, thence S 26E35'08" W a distance of 140.63 feet, thence S 54E51'21" W a distance of 88.41 feet, thence S 44E58'32" W a distance of 14.17 feet to the Southeast corner of Lot 12 of the Town of Germantown Plat of Copper Point, thence N 00E04'23" E along the East line of said Lot 12 and an extension thereof a distance of 1004.66 feet to the North line of North Shore Drive, thence the following bearings and distances along said North line, N 90E00'00" W a distance of 462.39 feet to a curve to the right which has a radius of 1967.00 feet, a delta angle of 08E36'03" and a chord N 85E41'58.5" W a distance of 294.99 feet, thence along the arc of said curve a distance of 295.27 feet to a curve to the left which has a radius of 2033.00 feet, a delta angle of 17E12'06" and a

chord that bears S 90E00'00" W a distance of 608.06 feet, thence along the arc of said curve a distance of 610.35 feet to a curve to the right which has a radius of 1967.00 feet, a delta angle of 08E36'03" and a chord that bears S 85E41'58.5" W a distance of 294.99 feet, thence along the arc of said curve a distance of 295.27 feet, thence S 90E00'00" W a distance of 116.20 feet to a curve to the right which has a radius of 25.00 feet, a delta angle of 90E04'23" and a chord that bears N 44E57'48.5" W a distance of 35.38 feet, thence along the arc of said curve a distance of 39.30 feet, thence departing from said North line, S 00E04'23" W a distance of 116.00 feet to the North line of Lot 1 of said Town of Germantown Plat of Copper Point and a non-tangent curve to the right which has a radius of 25.00 feet, a delta angle of 89E55'37" and a chord that bears N 45E02'11.5" E a distance of 35.33 feet, thence the following bearings and distances along said Lot 1 and the arc of said curve a distance of 39.24 feet, thence N 90E00'00" E a distance of 116.34 feet to a curve to the left which has a radius of 2033.00 feet, a delta angle of 00E14'41" and a chord that bears N 89E52'39.5" E a distance of 8.69 feet, thence along the arc of said curve a distance of 8.69 feet, thence S 00E04'23" W a distance of 1039.18 feet, thence S 75E38'51" W a distance of 38.61 feet, thence S 65E41'30" W a distance of 63.65 feet, thence N 38E20'08" W a distance of 87.93 feet, thence N 00E04'23" E along the West line of said Lot 1 and the West line of Outlot 1 of said Town of Germantown Plat of Copper Point a distance of 980.99 feet, thence departing from said Lot 1, N 00E04'23" E a distance of 116.00 feet, thence S 90E00'00" W a distance of 33.00 feet to the Point of Beginning.

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Being Lot 13(Thirteen) through Lot 130(One hundred thirty) inclusive and Outlot 2 (Two) through Outlot 15(Fifteen) inclusive of First Addition to Copper Point. Filed on the <u>10</u> th day of <u>September</u>, 2007 in Volume <u>12</u> of Plats at Pages <u>1-8</u> as Document Number <u>661141</u>.

\*\* Lot 1 and Outlot 1 of the Tourn of Germantourn Plat of Copper Point as wounded in Volume 11 of Plats on pages 26-28 as Document number 637732.

### AFFIDAVIT OF CORRECTION

### **Document Number**

### (TYPED OR PRINT CLEARLY IN BLACK OR RED INK)

AFFIANT, Michael D. Orgeman, hereby swears or affirms that a certain document which was titled as follows:

Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point ("Declaration"), recorded with the Juneau County Register of Deeds on the 13th day of September, 2007, as document number 661253, contained the following error (if more space is needed, please attach addendum):

The Declaration omitted Exhibit C.

DOCUMENT # 665763

Recorded
Apr. 21,2008 AT 03:25PM
CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI
Fee Amount: \$27.00

Total Pages 9

INDEXING COMPLETED

Recording Area	
Name and Retu Michael D. Org Lichtsinn & Ha	ei

Name and Return Address:
Michael D. Orgeman, Esq.
Lichtsinn & Haensel, s.c.
111 E. Wisconsin Avenue - #1800

Milwaykee, WI 53202

(Parcel Identification Number)

AFFIANT makes this Affidavit for the purpose of correcting the above document as follows (if more space is needed, please attach addendum):

Attached hereto is Exhibit C to the Declaration.

A copy of the original document (in part or whole)	is	X	is not attached	to this A	Affidavit	if a cor	y of the	original
document is not attached, please attach legal description ar	id na	mes	of grantors and	grapices	s).		$\sim \lambda \gamma$	J
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\*Michael D. Orgeman

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County of Milwaukee)
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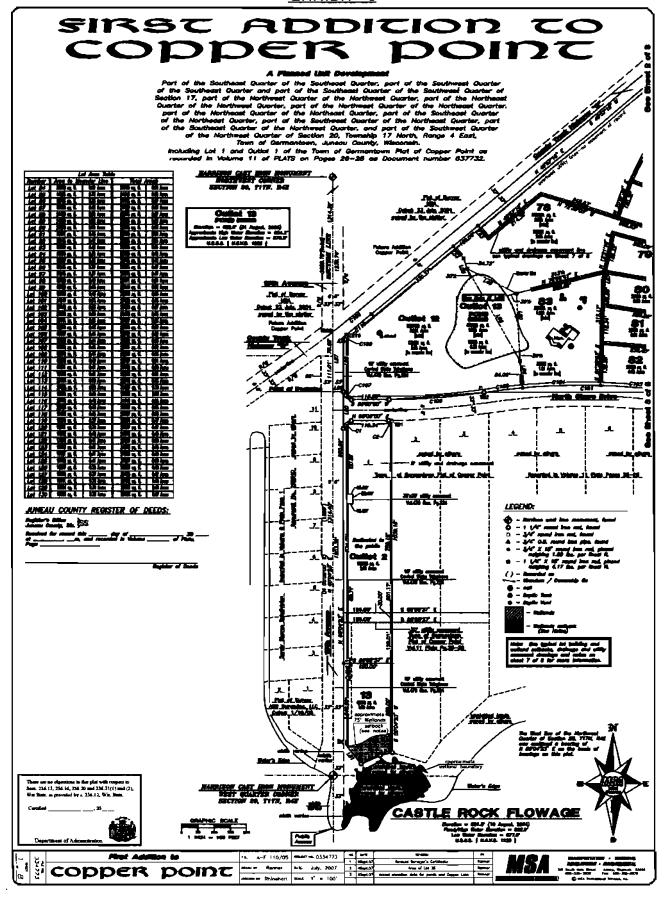
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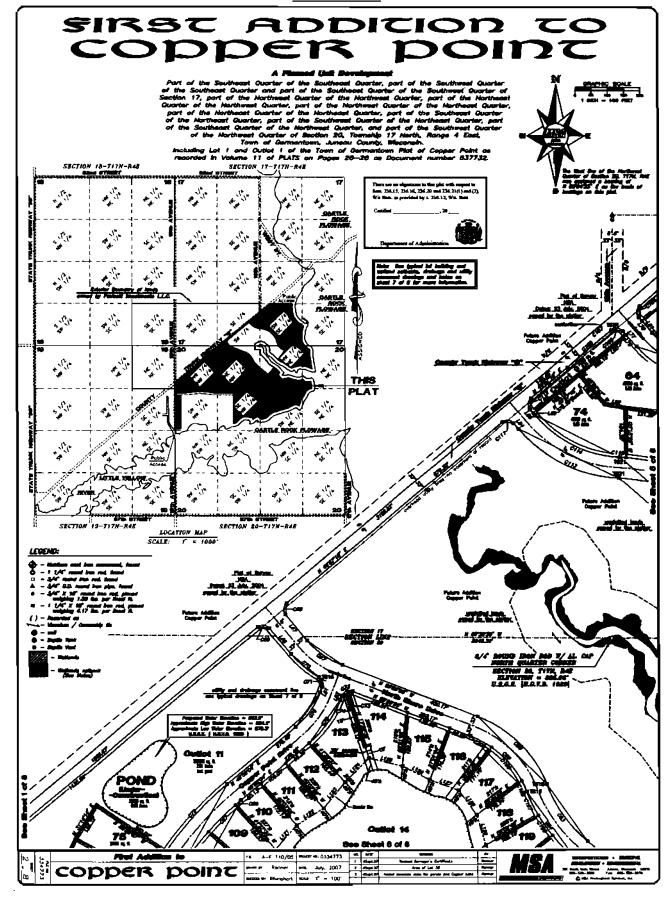
AFFIANT is the (check one):

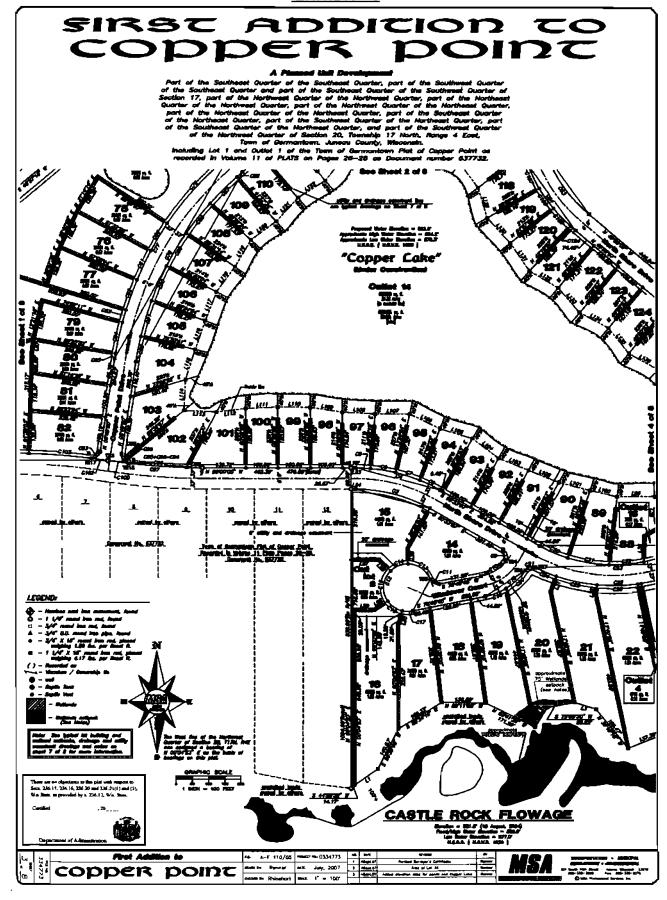
- ☑ Drafter of the document being corrected
- ☐ Owner of the property described in the document being corrected
- ☐ Other explain:

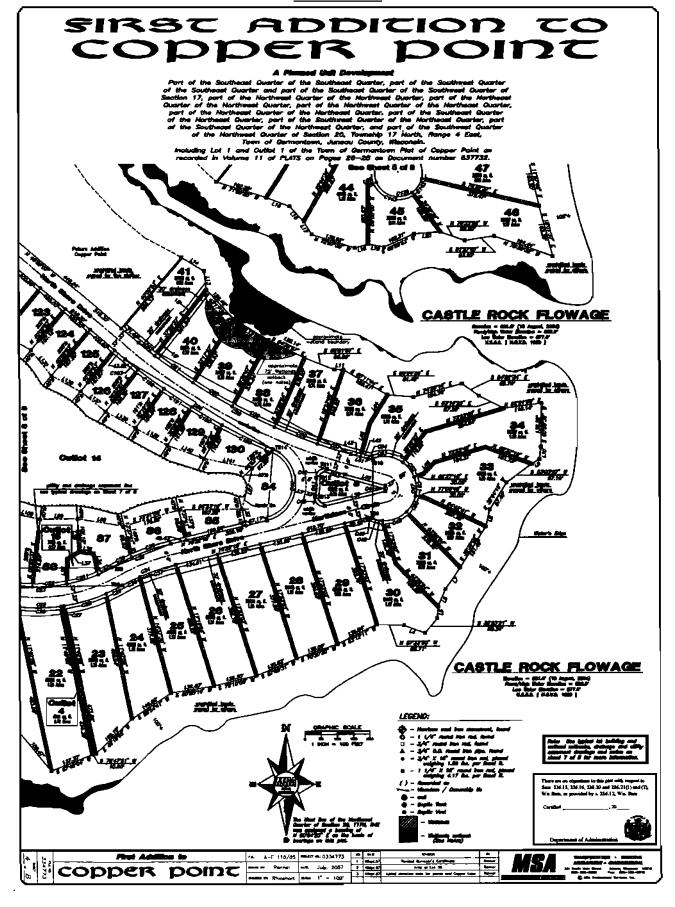
This instrument is drafted by: Michael D. Orgeman, Esq.
THIS FORM IS INTENDED TO CORRECT SCRIVNER'S ERRORS AND NOT FOR THE CONVEYANCE OF REAL PROPERTY.

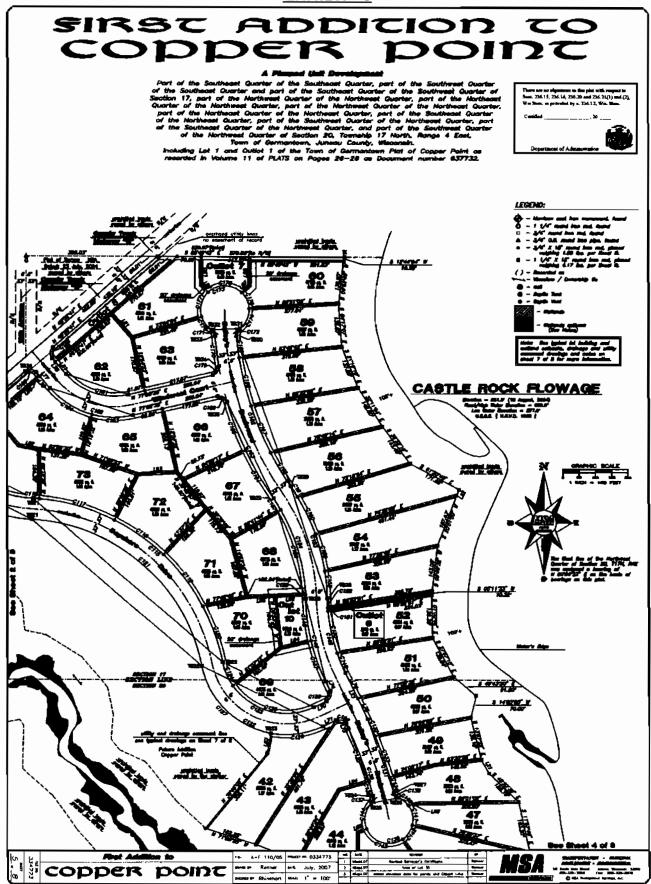
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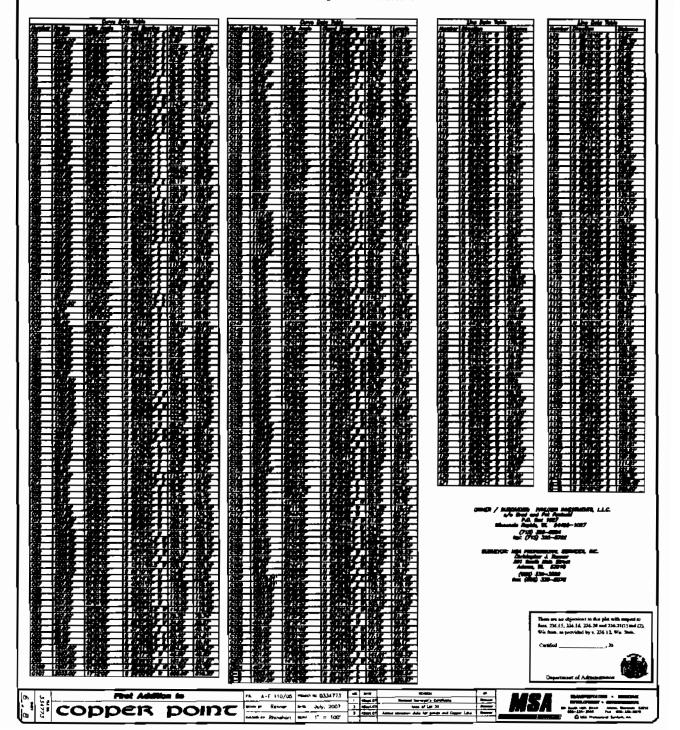




### SIRST ADDITION TO COPPER

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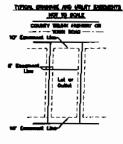


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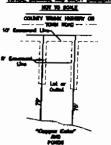
There was no objection to this plot with corpora to Secu. 234.13, 236.14, 236.36 and 236.21(1) and (2), Wis Sent. as provided by s. 234.13, Wis. State



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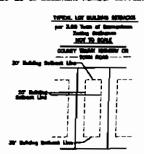


LAND, FORESTRY, PARKS AND ZOMING COMMITTEE APPROVAL: miner that the first of first Addition to Copper State to accept primarile for the land, Family, Auto- are Birthy Commission

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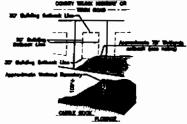
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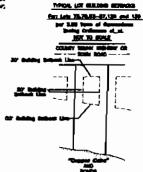


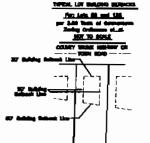
AREA: Saled Area 40gr.c.\* ## **\* Fried** 

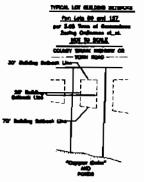
**OUTLOT RESTRICTION:** 

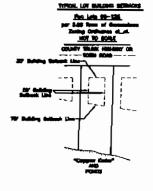
UTILITY EASEMENT RESTRICTION:

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### SIRST ADDITION TO copper point

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TOWN OF GERMANTOWN PLANNING COMMISSION: 

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#### AFFIDAVIT OF CORRECTION

**Document Number** 

AFFIANT, Brad Pavloski, as a Member of J. Adams Investments, LLC, a Wisconsin limited liability company, hereby swears or affirms that a certain document which was titled as follows: Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point ("Declaration"), recorded with the Register of Deeds of Juneau County, State of Wisconsin on the 13th day of September, 2007 as Document No. 661253, contained the following errors (if more space is needed, please attach addendum):

1. ERROR: The first sentence of Article XVIII entitled Outlots states "Outlots 1, and Outlots 3-16, inclusive are common areas for the Subdivision."

**CORRECTION:** "Outlots 3-15, inclusive are common areas for the Subdivision."

2. ERROR: The fourth sentence of Article XVIII entitled Outlots on Page 22 states "Outlot 1 is preserved for open green space."

CORRECTION: "Outlot 1 and Lot 1 of the Town of Germantown Plat of Copper Point as recorded in Volume 11 of Plats, on Pages 26-28 as Document No. 637732 was reconfigured and replatted on the Plat of First Addition to Copper Point as recorded in Volume 12 of Plats, on Pages 1-8 as Document No. 661141 to what is now Outlot 2 and Lot 13."

3. ERROR: The last two sentences of Article XVIII entitled Outlots on Page 23 of the Declaration states: "Outlot 16 is wooded green space along Hwy. G. Two small stone entrance signs may also be placed in Outlot 16."

CORRECTION: These two sentences shall be deleted. Outlot 16 was not platted by the First Addition to Copper Point as recorded in Volume 12 of Plats on Pages 1-8 as Document No. 661141, but was reserved for platting at a later date and with different Outlot numbers.

AFFIANT makes this Affidavit for the purpose of correcting the above Declaration.

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Recorded

Apr. 30,2010 AT 02:00PM

CHRISTIE DENDER

REGISTER OF DEEDS

JUNEAU CU., WI

For Amount: \$11.00

Total Pages 1

INDEXING

Recording Area

Name and Return Address: Michael D. Orgeman, Esq. Lichtsinn & Haensel, s.c. 111 E. Wisconsin Avenue - #1800 Milwaukee, WI 53202

(Parcel Identification Number)

A copy of the original document (in part or whole)  $\underline{\phantom{a}}$  is  $\underline{\phantom{a}}$  is not attached to this Affidavit (if a copy of the original document is not attached, please attach legal description and names of grantors and grantees).

State of Wisconsin )
)ss.
County of Juneau )

Subscribed and swors to (or affirmed) before me this 3 2 day of 1600 7 , 2010.

Notary Public, State of Wisconsin

This instrument is Brafted by: Michael D. Orgeman, Esq.

AFFIANT is the (check one):

J. ADAMS INVESTMENTS, LLC

☐ Drafter of the document being corrected

Owner of the property described in the document being corrected

☐ Other – explain:

Amendment to Declaration of Covenants, Conditions and Restrictions for the First Addition ton Conners, Point

Document Number

POCUMENT # 661538

Recorded
SEP. 27, 2007 AT 08:00AM
CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI
Fee Amount: \$19.80

Recording Area

Name and Return Address

J Address Investments LLC
PO Box 1037.
Wisconsin 12upids W1
54485

Parcel Identification Number (PIN)

This information must be completed by submitter: <u>document tills, name & repure address</u>, and <u>PIN</u> (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. <u>Note:</u> Use of this cover page adds one page to your document and <u>\$2.00 to the recording fee.</u> Wisconsin Statutes, 59.517. WRDA 2/96

# AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIRST ADDITION TO COPPER POINT

This Amendment to Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is made this 26thday of SEPTEMBER , 2007.

### RECITALS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point (the "Restrictions") were recorded on September 13, 2007, in the Office of the Register of Deeds for Juneau County, Wisconsin as Document No. 661253; and

WHEREAS, the Restrictions cover lots 2 through 12 of Copper Point Subdivision, and Lots 13 through 130 and Outlots 2 through 15 of the First Addition to Copper Point all of which are legally described on Exhibit A attached hereto; and

WHEREAS, the Developer, J. Adams Investments, LLC, pursuant to Article XXIII of the Restrictions, has the right to amend the Restrictions and to establish certain provisions which may be applicable to one or more, but less than all, of the developments; and

WHEREAS, the Developer desires to amend the Restrictions such that the Owners of Lots 2 through 12 of Copper Point Subdivision will not own an undivided interest in Outlots 2 through 15 of the First Addition to Copper Point, unless a Lot Owner obtains the written consent of the Developer.

### DECLARATION

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point are amended as follows:

 The Owners of Lots 2 through 12 of Copper Point Subdivision shall not have an equal undivided ownership interest in Outlots 2 through 15 of the First Addition

to Copper Point. The Owners of Lots 2 through 12 of Copper Point Subdivision shall not be liable for assessments and expenses associated with maintaining, improving, policing, and preserving Outlots 2 through 15 of the First Addition to Copper Point. Each of the Owners of Lots 2 through 12 of Copper Point Subdivision are required to obtain the written consent of the Developer before each Lot Owner may utilize the improvements located on Outlots 2 through 15, including, but not limited to the use of the clubhouse, indoor swimming pool, fitness room, pond, tennis court, sand volleyball court, putting green, and private parking lot located on Outlot 10. The decision of the Developer whether to consent to the Owners of Lots 2 through 12 of Copper Point Subdivision having an interest in Outlots 2 through 15 shall be in the sole discretion of the Developer. In the event the Developer consents in writing to a Lot Owner's use of the Outlots in the First Addition to Copper Point, the Developer and such Lot Owner shall record an Amendment to this Declaration granting such Lot Owner an equal undivided ownership interest in the Outlots and said Lot Owner shall be liable for its pro rata share of assessments associated with the Outlots.

 The Developer shall have the right to deposit fill and increase the height of grade on Lots 31 through 35 of the First Addition to Copper Point to allow for full walkout basements on these Lots.

IN WITNESS WHEREOF, this Amendment to the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is executed by the Developer as of the year and date first written above.

J. ADAMS INVESTMENTS, LLC

Brad Payloski, Member

STATE OF WISCONSIN)

)SS

JUNEAU COUNTY

Personally came before me this <u>26</u> day of <u>Sepulmon</u>, 2007, the above-named Brad Pavloski, Member of J. Adams Investments, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission: Wind 7, 7

### THIS INSTRUMENT DRAFTED BY:

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

L:\MDO\Pavloski\Amendment to Declaration of Covenants 09-24-07

### EXHIBIT A

Lot 1 (One) through Lot 12 (Twelve) and Outlot 1 (One) of the Town of Germantown Plat of Copper Point. Filed on the 10<sup>th</sup> day of January, 2005 in Volume 11 of Plats at Page 26 as Document Number 637732.

Lots 13 through 130 and Outlots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 & 15 of the First Addition to Copper Point, recorded in Volume 12 of Plats, on Page 1-8, as Document No. 661141, located in the Town of Germantown, Juneau County, Wisconsin.

Document Number

Second Amendment to Declaratio DOCUMENT # 661798 of Covenants, Conditions and Restrictions for the First Addition to Copper Point

Recorded OCT. 05,2007 AT 01:35PM CHRISTIE BENDER REGISTER OF DEEDS JUNEAU CG. . WE Fee Agoust: \$17.00

Recording Area

Name and Return Address

HTL 58802

Parcel Identification Number (PIN)

This information must be completed by submittee: document title, name & return address, and PIN (If required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2,00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

## AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIRST ADDITION TO COPPER POINT

### RECITALS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point (the "Restrictions") were recorded on September 13, 2007, in the Office of the Register of Deeds for Juneau County, Wisconsin as Document No. 661253; and

WHEREAS, the Restrictions cover lots 2 through 12 of Copper Point Subdivision, and Lots 13 through 130 and Outlots 2 through 15 of the First Addition to Copper Point all of which are legally described on Exhibit A attached hereto; and

WHEREAS, the Developer, J. Adams Investments, LLC, pursuant to Article XXIII of the Restrictions, has the right to amend the Restrictions and to establish certain provisions which may be applicable to one or more, but less than all, of the developments; and

WHEREAS, the Developer desires to amend the Restrictions to provide that the Owner of Lot 12 of Copper Point Subdivision and their successors and assigns have an equal undivided ownership interest in Outlots 2 through 15 of the First Addition to Copper Point.

#### DECLARATION

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point are amended as follows:

 The Owner of Lot 12 of Copper Point Subdivision, their successors and assigns, shall have an equal undivided ownership interest in Outlots 2 through 15 of the First Addition to Copper Point. The Owner of Lot 12 of Copper Point \$

Subdivision shall be liable for its pro rata share of all assessments and expenses associated with maintaining, improving, policing, and preserving Outlots 2 through 15 of the First Addition to Copper Point. A Lot Owner shall not have the right to sever its interest in the Outlots from its ownership of its Lot.

IN WITNESS WHEREOF, this Amendment to the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is executed by the Developer as of the year and date first written above.

J. ADAMS INVESTMENTS, LLC

By: Brad Payloski, Member

STATE OF WISCONSIN)

)SS

JUNEAU COUNTY

Notary Public, State of Wisconsin My Commission: 3/14/2010

THIS INSTRUMENT DRAFTED BY:

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

L:\MDO\Pavloski\Amendment to Declaration of Covenants 09-25-07



### **EXHIBIT A**

Lot 1 (One) through Lot 12 (Twelve) and Outlot 1 (One) of the Town of Germantown Plat of Copper Point. Filed on the 10<sup>th</sup> day of January, 2005 in Volume 11 of Plats at Page 26 as Document Number 637732.

Lots 13 through 130 and Outlots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 & 15 of the First Addition to Copper Point, recorded in Volume 12 of Plats, on Page 1-8, as Document No. 661141, located in the Town of Germantown, Juneau County, Wisconsin.

Document Number

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIRST ADDITION TO COPPER POINT

DDCUMENT # 661877

Recorded

OCT. 09,2007 AT 02:50PM

CHRISTIE BENDER REGISTER OF DEEDS JUNEAU CO., WI

²ee Awaynt;

\$17.90

Recording Area

Name and Return Address HTL 501501

Parcel Identification Number (PIN)

This information must be completed by submitter: <u>document tills</u>, <u>name & return address</u>, and <u>PIN</u> (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. <u>Note:</u> Use of this cover page adds one page to your document and <u>\$2.00 to the recording fee.</u> Wisconsin Statutes, 59.517. WRDA 2/96

## AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIRST ADDITION TO COPPER POINT

This Amendment to Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is made this Oxth day of October, 2007.

### RECITALS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point (the "Restrictions") were recorded on September 13, 2007, in the Office of the Register of Deeds for Juneau County, Wisconsin as Document No. 661253; and

WHEREAS, the Restrictions cover lots 2 through 12 of Copper Point Subdivision, and Lots 13 through 130 and Outlots 2 through 15 of the First Addition to Copper Point all of which are legally described on Exhibit A attached hereto; and

WHEREAS, the Developer, J. Adams Investments, LLC, pursuant to Article XXIII of the Restrictions, has the right to amend the Restrictions and to establish certain provisions which may be applicable to one or more, but less than all, of the developments; and

WHEREAS, the Developer desires to amend the Restrictions to provide that the Owner of Lot 3 of Copper Point Subdivision and their successors and assigns have an equal undivided ownership interest in Outlots 2 through 15 of the First Addition to Copper Point.

### **DECLARATION**

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point are amended as follows:

 The Owner of Lot 3 of Copper Point Subdivision, their successors and assigns, shall have an equal undivided ownership interest in Outlots 2 through 15 of the First Addition to Copper Point. The Owner of Lot 3 of Copper Point Subdivision shall be liable for its pro rata share of all assessments and expenses associated with maintaining, improving, policing, and preserving Outlots 2 through 15 of the First Addition to Copper Point. A Lot Owner shall not have the right to sever its interest in the Outlots from its ownership of its Lot.

IN WITNESS WHEREOF, this Amendment to the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is executed by the Developer as of the year and date first written above.

J. ADAMS INVESTMENTS, LLC

By: Brad Pavloski, Member

STATE OF WISCONSIN)

)SS

JUNEAU COUNTY

Personally came before me this day of day of , 2007, the above-named Brad Pavloski, Member of J. Adams Investments, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin My Commission: 63/14/2010

THIS INSTRUMENT DRAFTED BY:

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

L:\MDO\Pavloski\Amendment to Declaration of Covenants 09-25-07

### **EXHIBIT A**

Lot 1 (One) through Lot 12 (Twelve) and Outlot 1 (One) of the Town of Germantown Plat of Copper Point. Filed on the 10<sup>th</sup> day of January, 2005 in Volume 11 of Plats at Page 26 as Document Number 637732.

Lots 13 through 130 and Outlots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 & 15 of the First Addition to Copper Point, recorded in Volume 12 of Plats, on Page 1-8, as Document No. 661141, located in the Town of Germantown, Juneau County, Wisconsin.

Document Number

FOURTH AMENDMENT TO DECLARATION DOCUMENT # 661870 OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIRST

Recorded

DCT. 09, 2007 AT 02:50PM

CHRISTIE BENDER REGISTER OF DEEDS

JUNEAU CO., WI

Fee Assunt: 517.28

Recording Area

Name and Return Address HTL 59501

Percel Identification Number (PIN)

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. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m). WRDA HB Rev. 1/8/2004

## AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIRST ADDITION TO COPPER POINT

This Amendment to Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is made this Add day of October , 2007.

### RECITALS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point (the "Restrictions") were recorded on September 13, 2007, in the Office of the Register of Deeds for Juneau County, Wisconsin as Document No. 661253; and

WHEREAS, the Restrictions cover lots 2 through 12 of Copper Point Subdivision, and Lots 13 through 130 and Outlots 2 through 15 of the First Addition to Copper Point all of which are legally described on Exhibit A attached hereto; and

WHEREAS, the Developer, J. Adams Investments, LLC, pursuant to Article XXIII of the Restrictions, has the right to amend the Restrictions and to establish certain provisions which may be applicable to one or more, but less than all, of the developments; and

WHEREAS, the Developer desires to amend the Restrictions to provide that the Owner of Lot 4 of Copper Point Subdivision and their successors and assigns have an equal undivided ownership interest in Outlots 2 through 15 of the First Addition to Copper Point.

#### DECLARATION

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point are amended as follows:

 The Owner of Lot 4 of Copper Point Subdivision, their successors and assigns, shall have an equal undivided ownership interest in Outlots 2 through 15 of the First Addition to Copper Point. The Owner of Lot 4 of Copper Point Subdivision

٠,

shall be liable for its pro rata share of all assessments and expenses associated with maintaining, improving, policing, and preserving Outlots 2 through 15 of the First Addition to Copper Point. A Lot Owner shall not have the right to sever its interest in the Outlots from its ownership of its Lot.

IN WITNESS WHEREOF, this Amendment to the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is executed by the Developer as of the year and date first written above.

J. ADAMS INVESTMENTS, LLC

By: Brad Pavloski, Member

STATE OF WISCONSIN)

)SS

JUNEAU COUNTY

**, Q**1

Personally came before me this day of day of

Notary Public, State of Wisconsin My Commission: 03/14/2010

THIS INSTRUMENT DRAFTED BY:

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

L:\MDO\Pavloski\Amendment to Declaration of Covenants 09-25-07



### **EXHIBIT A**

Lot 1 (One) through Lot 12 (Twelve) and Outlot 1 (One) of the Town of Germantown Plat of Copper Point. Filed on the 10<sup>th</sup> day of January, 2005 in Volume 11 of Plats at Page 26 as Document Number 637732.

Lots 13 through 130 and Outlots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 & 15 of the First Addition to Copper Point, recorded in Volume 12 of Plats, on Page 1-8, as Document No. 661141, located in the Town of Germantown, Juneau County, Wisconsin.

FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIRST ADDITION TO COPPER POINT

Document Number

Title of Document

### **DOCUMENT # 666915**

Recorded
June 19,2008 AT 08:00AM
CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., HI
Fee Amount: \$17.00

Total Pages 4

INDEXING
COMPLETED
Record this document with the Register of Decas

Name and Return Address:

MSA Professional Services, Inc 301 South Main Street Adams, Wl. 53934

(Parcel Identification Number)

# AMENDMENT TO FIRST ADDITION TO COPPER POINT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment to Copper Point Declaration of Covenants, Conditions and Restrictions is made this 1814 day of \_\_\_\_\_\_, 2008.

### RECITALS

WHEREAS, the Copper Point Declaration of Covenants, Conditions and Restrictions (the "Original Restrictions") were recorded on January 10, 2005, in the office of the Register of Deeds for Juneau County, Wisconsin as Document No. 637733; and

WHEREAS, the Original Restrictions were amended and replaced by the Declaration of Covenants, Conditions, and Restrictions for the First Addition to Copper Point recorded on September 13, 2007, in the office of the Register of Deeds for Juneau County, Wisconsin as Document No. 661253 (the "Restrictions"); and

WHEREAS, the Restrictions cover all Lots and Outlots described on Exhibit A attached hereto and incorporated herein by reference (the "Subdivision").

WHEREAS, pursuant to Article XXV of the Restrictions, the Declarant has the right to amend the Restrictions by recording an amendment with the Juneau County Register of Deeds; and

WHEREAS, the Declarant, J. Adams Investments, LLC, desires to amend the Restrictions to prohibit the use of satellite dishes in the Subdivision.

### **DECLARATION**

NOW, THEREFORE, the Copper Point Declaration of Covenants, Conditions and Restrictions are amended as follows:

1. Article XV entitled "Antennae" of the Restrictions is amended as follows:

No exterior antennae, including dish type antennae shall be allowed on any homes or Lots within the Subdivision.

IN WITNESS WHEREOF, this Amendment to the Copper Point Declaration of Covenants, Conditions and Restrictions is executed by the Declarant as of the year and date first written above.

J. Adams Investments, LLC

By:

Patrick C. Pavloski, Member

STATE OF WISCONSIN	)
1	)88
CLINIAL COUNTY	)

Personally came before me this 18 day of 1000, 2008, the above-named Patrick C. Pavloski, Member of J. Adams Investments, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, Juneaule Wisconsin

My commission is June 7

This instrument drafted by: Michael D. Orgeman

Lichtsinn & Haensel, s.c.

111 E. Wisconsin Avenue, Suite 1800

Milwaukee, WI 53202

### **EXHIBIT A**

Lot 1 through Lot 12 inclusive and Outlot 1 of the Town of Germantown Plat of Copper Point. Filed on the 10th day of January, 2005 in Volume 11 of Plats at Pages 26-28 as Document number 637732, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 13 through Lot 130 inclusive and Outlot 2 through Outlot 15 inclusive of First Addition to Copper Point. Filed on the 10th day of September, 2007 in Volume 12 of Plats at Pages 1-8 as Document Number 661141, located in the Town of Germantown, Juneau County, Wisconsin.

SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIRST ADDITION TO COPPER POINT

Document Number

Title of Document

DOCUMENT # 669706

Recorded Nov. 21,2008 AT 08:00AM

CHRISTIE BENDER REGISTER OF DEEDS

JUNEAU CO., WI Fee Amount: \$29.00

Total Pages 10

INDEXING COMPLETED

Record this document with the Register of Deeds

Name and Return Address:

MSA Professional Services, Inc 301 South Main Street Adams, WI. 53934

(Parcel Identification Number)

# AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIRST ADDITION TO COPPER POINT

This Amendment to Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is made this 19<sup>TH</sup> day of NOVEMBER, 2008.

### RECITALS

WHEREAS, the Copper Point Declaration of Covenants, Conditions and Restrictions dated the 7th day of January, 2005, were recorded on the 10th day of January, 2005, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 637733; and

WHEREAS, the Restrictions were amended and supplemented by the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point dated the 13<sup>th</sup> day of September, 2007, which were recorded on the 13<sup>th</sup> day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661253. The Copper Point Restrictions and the First Addition to Copper Point Restrictions are hereinafter described as the "Restrictions"; and

WHEREAS, the Restrictions cover all Lots and Outlots within the Copper Point Subdivision and the First Addition to Copper Point Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A of the Restrictions; and

WHEREAS, Article XXIII(b) of the Restrictions provides that the Declarant, J. Adams Investments, LLC, has the sole right to amend the Restrictions and to add additional land to the Restrictions; and

WHEREAS, the Declarant desires to submit additional lands, namely the Second Addition to Copper Point Subdivision, to the Restrictions, and desires to amend the minimum square footage requirement for a residential dwelling.

NOW, THEREFORE, the Copper Point Declaration of Covenants, Conditions and Restrictions are hereby amended as follows:

- 1. The real estate described on Exhibit A attached hereto and further described on the Final Plat of the Second Addition to Copper Point attached hereto as Exhibit B (the "Second Addition") is subject to the terms of the Restrictions, and Lots 131 through 158, and Outlots 16 and 17 as set forth therein are subject to the Restrictions, and all purchasers and their successors of any portion of the Second Addition, and each and every conveyance of any portion of the Second Addition will be, subject to the Restrictions.
- 2. Article III Amendment to Minimum Square Footage of Residential Dwelling. Paragraphs three and four of Article III on page 6, and the first full paragraph of page 7 of the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point recorded as Document No. 661253 are deleted in their entirety and replaced with the following:

"Dwellings abutting ClearWater Lake must have the following: (i) a minimum footprint of 1200 square feet of living area and a maximum of 2500 square feet of living area above grade, and (ii) a minimum eight foot exposed basement faced in stone, cultured stone, brick, or similar materials subject to the approval of the Architectural Control Committee. Lots 36 through 44 inclusive must have a minimum footprint of 1500 square feet of living area above grade."

IN WITNESS WHEREOF, this Amendment to the First Addition to Copper Point Declaration of Covenants, Conditions and Restrictions is executed by the Declarant as of the day and year first written above.

(Declarant)

J. Adams Investments, LLC

2001 Partoll No. 1

### **ACKNOWLEDGMENT**

STATE OF WISCONSIN COUNTY OF  $\underline{\mathcal{W}_{M}}$ 

This instrument was acknowledged before me on forente 11,208 by BRND PAVLOSKI, Member of J. Adams Investments, LLC.

Notary-Public, State of Wisconsin.

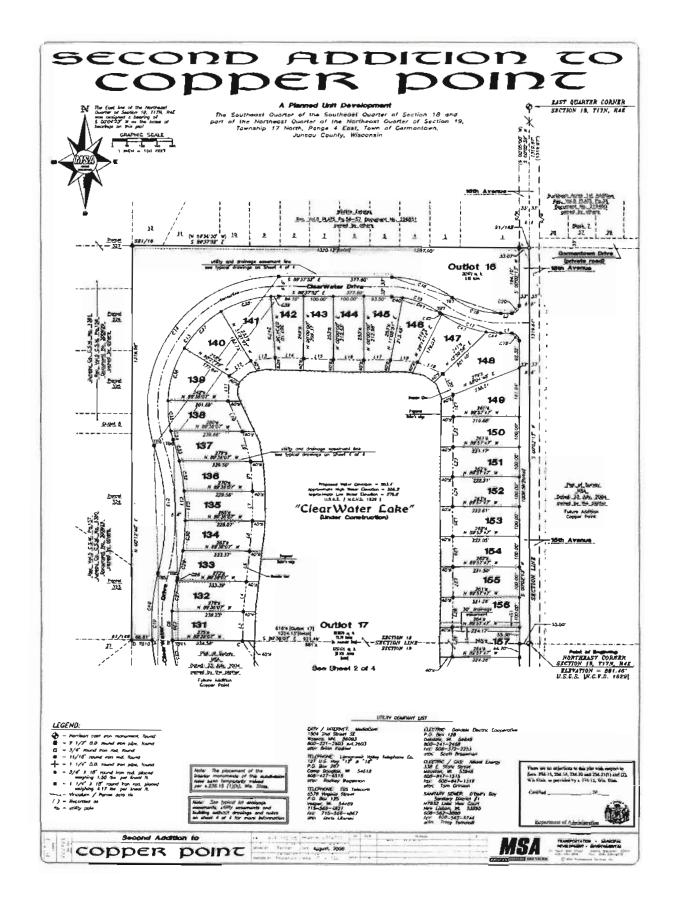
My commission expires: 6-1.7

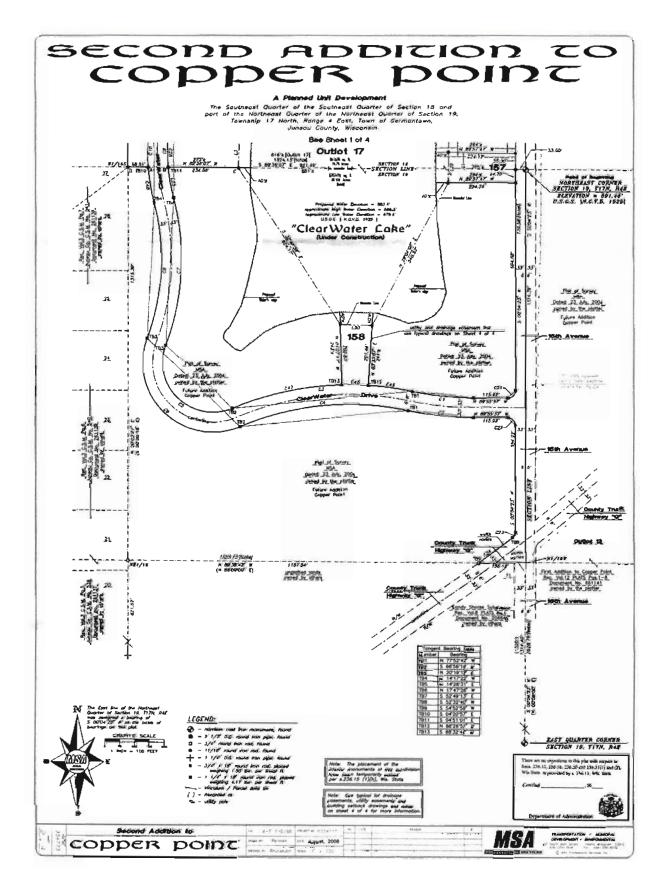
This document was drafted by Michael D. Orgeman Lichtsinn & Haensel, s.c. 111 E. Wisconsin Avenue, Suite 1800 Milwaukee, WI 53202

### EXHIBIT A LEGAL DESCRIPTION OF SECOND ADDITION TO COPPER POINT

Lot 131 through Lot 158 inclusive, Outlot 16 and Outlot 17 of Second Addition to Copper Point. Filed on the 25th day of September, 2008 in Volume 12 of Plats at Pages 26 through 29 as Document Number 668711, located in the Town of Germantown, Juneau County, Wisconsin.

# EXHIBIT B FINAL PLAT OF SECOND ADDITION TO COPPER POINT (See attached Plat as the next page)





## second addition to copper point

The Southeast Quarter of the Sautheast Quarter of Saction 18 and part of the Northeast Quarter of the Northeast Quarter of Section 19, Township 17 North, Range 4 Edel, Town of Germantown, Juneau County, Wisconein.

#### SURVEYOR'S CERTIFICATE:

I, Ordatopher J. Ramer, Registeria Land Summyn, herety cardly that I now managed, childred and inagend the pilit of Success Audition to Copper Polity, being the Summon Quarter of the Suddiesed Quarter of Succion 18 or on your of the Managed Quarter of the hermand Quarter of Suddies 11, I pumping 11 North, Name of Land Herman James Quarter of Suddies 11, I pumping 11 North, Name of Land Land James Quarter (Managed Quarter of Suddiese).

L Challegrow of American Registered Lord Subserver, Institute, early that I not a current Charles of the Subserver of Section 18 and part of the Northwest Charles of the Northwest Charles of the Subserver of Section 18, Premished 11 North, Rompe I Lord, Seem of Carmontonia, Lancou, Charles, Michards, Mountain of Section 18, Premished 11 North, Rompe I Lord, Seem of Carmontonia, Lancou, Charles, Michards, Mountain of Section 18, Droma S. DODATE I stong the Subserver of the Northwest Control of the Section 18 of Lord Charles of the Lord of the Section 18 of Lord of Lord Charles of the Lord of the Section 18 of Lord of Lord Charles of the Lord of the Section 18 of Lord of the Lord of the Section 18 of Lord of the Lord of the Section 18 of Lord of the Lord of the Section 18 of Lord of the Lord of the Section 18 of Lord of the Lord of the Section 18 of Lord of the Lord of the Lord of the Section 18 of Lord of the Lord of

Dolled Use \_\_\_\_\_ day of \_\_\_\_\_\_, 2006

Ovristopher J. Renner R.L.S. 3-3441

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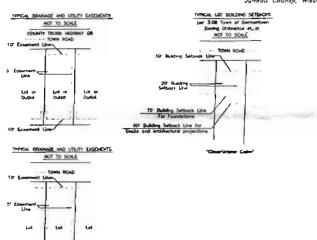
Second Addition to

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MSA TRANSPORTATION - MARCHAL DIVINOPHENT - BANGONESTRA BANGONESTRA

## SECOND ADDITION TO copper point

The Southeast Ownter of the Southeast Quarter of Section 18 and part of the Northeast Quarter of the Northeast Quarter of Section 19. Township 17 North, Range 4 East, Town of Germontewn, Juneou County, Wisconsin



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J. Agents Investments, Limited Laboraty and assistant under another of the re- med assistant on the seal by refuse of the to summer, does hereby zerolly that and classified on this part to be surveyed, represented on the part. I also combly Sec. 238,10 or Sec. 238,13 to be made or objection.	e lains of the State of Wasconsin. I corporation coulsed the level divided, mapped and anticiphed as that this plot is required by nutted to the following for approval
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OBJECTING AUTHORITIES	The county of Juneous
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CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

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Date	Approved	You'd Chair
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LISA PROFESSIONAL SER Christopher J. Romer 301 Sauth Main Street Adorra, M. 33910 (600) 139-3005 for (600) 339-3076

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Number 13 and Chapter 21 Aurequicantly Code.

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SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIRST ADDITION TO AND COPPER POINT Title of Document **Document Number** 

DOCUMENT # 674810

Recorded

Aug. 03,2009 AT 02:55PM

CHRISTIE BENDER

REGISTER OF DEEDS

JUNEAU CO., WI

Fee Amount:

\$31.00

Total Pages 11

Record this document with the Register of Deeds

Name and Return Address:

MSA Professional Services, Inc. 301 South Main Street Adams, WI. 53934

(Parcel Identification Number)

# AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIRST ADDITION TO COPPER POINT

This Amendment to Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is made this 3<sup>ED</sup> day of August , 2009.

### RECITALS

WHEREAS, the Copper Point Declaration of Covenants, Conditions and Restrictions dated the 7th day of January, 2005, were recorded on the 10th day of January, 2005, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 637733; and

WHEREAS, the Restrictions were amended and supplemented by the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point dated the 13th day of September, 2007, which were recorded on the 13th day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661253; an Amendment dated the 26<sup>th</sup> day of September, 2007, which was recorded on the 27th day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661538; the Second Amendment dated the 5th day of October, 2007, which was recorded on the 5th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661798; the Third Amendment dated the 9th day of October, 2007, which was recorded on the 9th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661877; the Fourth Amendment dated the 9th day of October, 2007, which was recorded on the 9th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661878; the Fifth Amendment dated the 18th day of June, 2008, which was recorded on the 19th day of June, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 666915; and the Sixth Amendment dated the 19th day of

40

November, 2008, which were recorded on the 21<sup>st</sup> day of November, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669706. The Copper Point Restrictions, First Addition to Copper Point Restrictions, and Second Addition to Copper Point Restrictions, and all amendment thereto are hereinafter described as the "Restrictions"; and

WHEREAS, the Restrictions cover all Lots and Outlots within the Copper Point Subdivision and the First Addition and Second Addition to Copper Point Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A of the Restrictions; and

WHEREAS, the Declarant has recorded the Plat of the Third Addition to Copper Point Subdivision which is a replat of Lots 25, 26, 27, 31 through 41 inclusive, and Lots 55 through 60 inclusive of the First Addition to Copper Point as recorded in Volume 12 of Plats on Pages 1-8 as Document No. 661141. The Third Addition to Copper Point creates Lots 159 through 184 inclusive as shown on Exhibit B attached hereto; and

WHEREAS, the Declarant has developed Lots 159 through 184 as shown on Exhibit B hereto, and desires to amend the Restrictions to provide for specific side yard setbacks for Lots 159 through 184 inclusive; and

WHEREAS, Article XXIII(b) of the Restrictions provides that the Declarant, J. Adams Investments, LLC, has the sole right to amend the Restrictions; and

NOW, THEREFORE, the First Addition to Copper Point Declaration of Covenants, Conditions and Restrictions are hereby amended as follows:

1. Lots 159 through 184 inclusive are hereby subject to the Restrictions. As shown of the Third Addition Plat, all utility and drainage easements that were located along the lot lines of Lots 25, 26, 27, 31 through 41 inclusive, and Lots 55 through 60 inclusive of the First

Addition to Copper Point as recorded in Volume 12 of Plats on Pages 1-8 as Document No. 661141, are hereby terminated and released. Each Lot Owner in the Third Addition shall be responsible for any and all costs and expenses associated with relocating utility services, utility pedestals, or easements therefore to alternate locations within their Lot.

2. <u>Setbacks and Size of Structures.</u> Lots 159 through 184 inclusive of the Third Addition to Copper Point Subdivision as shown on Exhibit B attached hereto are subject to a 15 foot side yard building setback requirement. Dwellings on Lots 42 through 45 inclusive, and Lots 169 through 176 inclusive of Copper Point must have a minimum of 1500 square feet above grade.

IN WITNESS WHEREOF, this Amendment to the First Addition to Copper Point Declaration of Covenants, Conditions and Restrictions is executed by the Declarant as of the day and year first written above.

(Declarant)

J. Adams Investments, LLC

By:\_

Brad Parloski Mem

ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF INVOICEMENT

This instrument was acknowledged before me on 08/03/2009 by Brad Pauloski, Member of J. Adams Investments, LLC.

Notary Public, State of Wisconsin

My commission expires: 03.14.2010

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

# EXHIBIT A LEGAL DESCRIPTION OF COPPER POINT

Lot 1 through Lot 12 inclusive and Outlot 1 of the Town of Germantown Plat of Copper Point. Filed on the 10th day of January, 2005 in Volume 11 of Plats at Pages 26-28 as Document Number 637732, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 13 through Lot 130 inclusive and Outlot 2 through Outlot 15 inclusive of First Addition to Copper Point. Filed on the 10th day of September, 2007 in Volume 12 of Plats at Pages 1-8 as Document Number 661141, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 131 through Lot 158 inclusive and Outlot 16 and Outlot 17 of Second Addition to Copper Point. Filed on the 25th day of September, 2008 in Volume 12 of Plats at Pages 26-29 as Document Number 668711, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 and Lot 2 of Juneau County Certified Survey Map Number 3914. Filed on the 30th day of January, 2008 in Volume 17 of CSM at Page 85 as Document Number 664111, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1, Lot 2 and Outlot 1 of Juneau County Certified Survey Map Number 4022. Filed on the 22nd day of April, 2009 in Volume 18 of CSM at Page 9 as Document Number 672690, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 and Lot 2 of Juneau County Certified Survey Map Number 4029. Filed on the 26th day of June, 2009 in Volume 18 of CSM at Page 16 as Document Number 674121, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map Number 4030. Filed on the 29th day of June, 2009 in Volume 18 of CSM at Page 17 as Document Number 674131, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 159 through Lot 184 inclusive of Third Addition to Copper Point. Filed on the 31st day of July, 2009 in Volume 12 of Plats at Pages 32-35 as Document Number 674787, located in the Town of Germantown, Juneau County, Wisconsin.

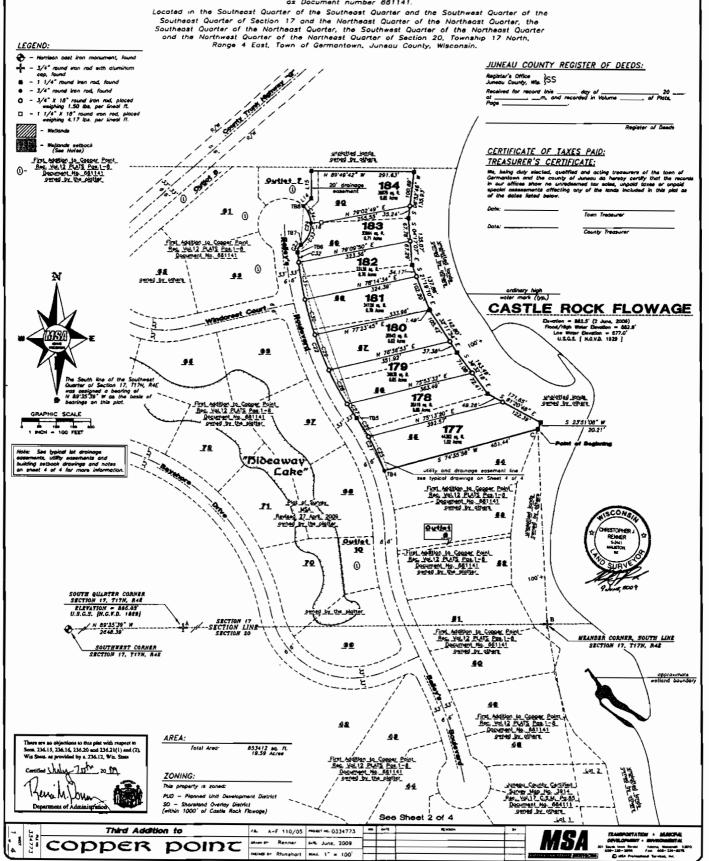
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# EXHIBIT B FINAL PLAT OF THIRD ADDITION TO COPPER POINT (See attached Plat as the next page)

# COPPER POINT

#### A Planned Unit Development

A Replat of Lots 25, 26, 27, 31 through 41 inclusive and 55 through 60 inclusive of First Addition to Copper Point as recorded in Volume 12 of Plats on Pages 1-8 as Document number 881141.

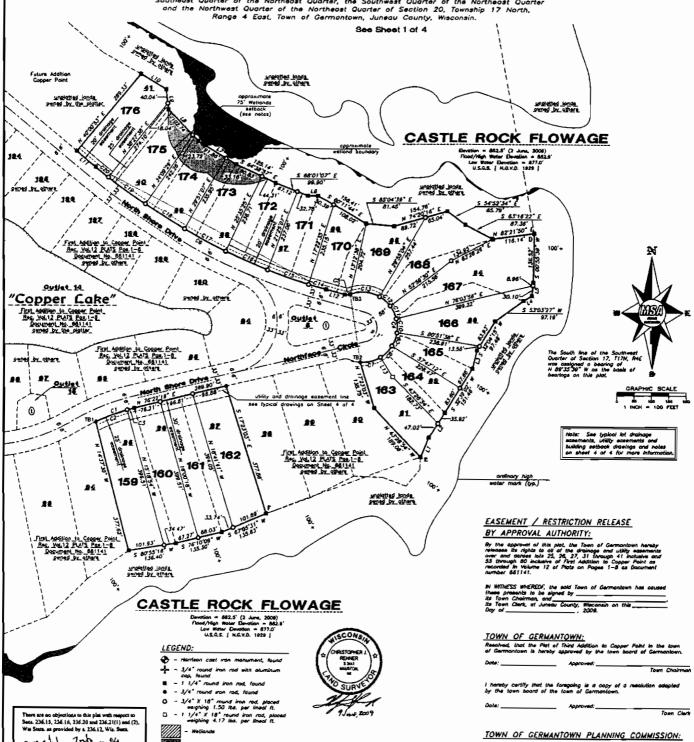


## THIRD ADDITION TO COPPER

#### A Planned Unit Development

A Replat of Lots 25, 26, 27, 31 through 41 inclusive and 55 through 60 inclusive of First Addition to Copper Point as recorded in Volume 12 of Plats on Pages 1-8 as Document number 661141.

Located in the Southeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter of Section 20 Township 17 North, Range 4 East, Town of Germantown, Juneau Caunty, Wisconsin.



- 20th 20 04

- Wellonds setback (See Notes)

Fem Addition to Conser Point Res. Vol. 12 PLATS Pas 1-8 Document No. 661141 Swied by the pighter

The town of Germantown dose hereby certify that the Plat of Third Addition to Copper Peint be and hereby is approved in compleance with the town of Germantown Subdivision and Zohing Ordinances.

Third Addition to 'A A-F 110/05 PROSET NO. 0334773 TRANSPORTATION - MINISTRAL DEVELOPMENT - MINISTRAL JOS Suret Imper Stream - Journal, Ministral 100-338-300 - MINISTRAL DOC-338-300 - MINISTRAL DOC-338 MSA mem se Renner 44% June. 2009 copper point

## TRIND ADDITION TO COPPER DOIDT

#### A Planned Unit Development

A Replat of Lats 25, 26, 27, 31 through 41 inclusive and 55 through 60 inclusive of First Addition to Copper Point as recorded in Volume 12 of Plats on Pages 1-8 as Document number 661141.

Located in the Southeast Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 17 and the Northeast Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Northeast Quarter of Section 20, Township 17 North, Range 4 East, Tawn of Germantown, Juneau County, Wisconsin.

There are no objections to this plat with respect to Secs. 216.13, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by a. 236.12, Wis. Stats. Continue Uller 20th 2019 Remits Pown

#### SURVEYOR'S CERTIFICATE:

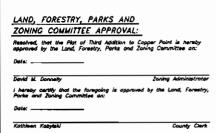
SURVETOR'S LERITIFICATES.

I. Childispher J. Remore, Replatead Land Surveyor, hereby certify that I have surveyed, divided and mapped the plet of Third Addition to Capper Point. A replat of Late 25, 28, 27, 21 through 31 beclusive and 55 through 60 inclusive of 19rs Addition to Capper Point as recorded in Volume 12 of Point on Pages 1-8 as Document number 66:141. Lecoted in the Southeast Gootheast Countries on the Southeast Countrie of the Southeast Countries of the Marchaest Countries and the Northeast Countries of the Southeast Countries of the Southeast Countries of the Marchaest Countries of the Northeast Countries of the Southeast Countries of the Southeas

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I further certify that this plot is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof mode, that I have made such survey, tend division and plot by the diversion of semen of solid land, that I have fully complete with the provisions of Chapter 235 of the Misconelli State Statuse and the subdivision registrions of the Town of Germantson and the Court of Juneau in surveying, diving our mapping the same.

September R.L.S. S-2441 VEYOR: USA PROFESSIONAL SERVICES, INC. Christopher J. Renner Christopher J. Renner 301 South Main Street Adams, W. 53910



				TION MAP		Departs	name of Administrati	
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	ol Area Tabi	•
Humber	Lot Area	
Lat 159	現成 典 乱	63 km
Lot 160	354 a. l.	631 Acres
Lot 181	348 a. t.	OSI Acres
Lot 162	3121 e, t	Off form
Lot 183	25400 m, 4.	6.5H Acres
Lat 164	20545 m, E	0.47 Acres
Lot 165	202015 as, ft.	0.47 Acres
Lot 166	30000 sq. b.	6.71 Acres
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Lot 170	25054 eq. ft.	0.56 Acres
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Lot 172	29C2 44 A	QES Acres
Lot 173	29863 m, ft.	Q.M. Acres
Lot 174	2945 m. A.	All Are
Lot 175	31200 m. fl.	&72 Acres
Lot 176	A # 11677	4.70 Acres

Line Date Table			
Number	Direction	Distance	
LI	S 22'36'33" W	59.28	
12	5 35'31'57" W	82.94	
43	N 15'45'37" E	54.19	
L3	N 59'00'50" E	24.45	
LS	5 06 29 26 W	39.06	
LB	5 89"15"17" E	27.10	
L7	S 5748'48" E	125.02	
LB	S 45'17'36' E	126.48	
19	5 05 20 02 E	58.00	
L10	5 58'51'31" E	81.98	
LII	N 49'50'07" W	71.46	
L12	N 7415'55" W	34,91'	
L13	S 31'24'36' E	87.36	
L14	N 45'00'08' E	J2.J7'	
L15	N 00'10'18" E	79.24	
LIB	N 86'51'06" E	30,00'	
A-B	N 89'14'43" E	1363.72	
B-C	N 0230'51" W	559.18	
B-D	S 09'52'29 E	1197.74	
E-F	S 69'42'15" W	468.78	

Tangent Bearing Table		
Number:	Bearing	
teı	N 65'36'53" E	
182	S 85.48,42, E	
TB3	H 66"51"53" E	
TB4	N 19'23'47" W	
185	\$ 54'37'34" E	
TB6	N 04'42'55" W	
TB7	S 52'16'J1" W	
TOA	H 44'60'67" W	

mber Radius Delto Angle Chord Bearing Chord Length 627.00' 10'45'28' N 70'59'36' E 117.35' 117.72'

CŽ	527.00°	00'52'51	N 7003 18.5° E	97.09	97.19
دع	627.00	01'52'35"	N 7526'01.5" E	20.53	20.53'
C4	100.00'	205'21'22"	H 08'27'26" W	195.12	356.41
C5	25.00	36'52 12	S 071750 W	15.81	18.09
CE	1787.00	2416'46	N 62'07'31" W	743.21	748.60
C7	100.00	35'37'51	N 76 24 19.5" E	81.19"	52.19
CØ .	100.00	26 22 36	N 45'24'08" E	4563	48.04
ස	100.00	25'04'26"	N 20'40'35" E	40.00	40.27
CIO	100.00	25'04'26"	N 022331" W	40.00	40.27
CII	100.00	25'04'26°	N 25'28'17" W	40.00'	40,27
C12	100.00	25'04'26"	N 453243 W	40.00'	40.27
CIJ	100.00'	5103'11	N 85'38'31.5" W	84.19	89.10°
C14	1787.00	01'38'30"	N 75 26 40 W	50,63	50.63
C15	1767.00	04'02'32"	N 70'36'00" W	124.64	124.66
C16	1767.00	04'10'18"	N 6529'44" W	125.43	126.66
C17	1767.00	04'15'42"	N 821844" W	131.40	131.43
CIB	1767.00	04'18'22"	N 5759 42" W	132.77	132.80
CID	1767.00	04'18'00"	N 53'41'26.8" W	132.66	132.69
C20	1767.00	01'33'15"	N 50745 44.5" W	47.93	47.93
C21	433.00	15 13 47	N 2700 40.5° W	187.76	160.26
C22	987.00	29'54'39"	N 19'40'14.5" W	400.10	504.81
CZJ	25.00	56'59'26"	H 25'46'48" E	23.65	24.87
C24	75.00	97 18 23	N 0538 19.5 E	112.38	127.33
C25	433.00'	09'37'50"	N 251242 W	106.27	106.40
≈6	833.00°	053537	N 31'49'33.5" W	61.83	81.86
C27	987.00'	0253'18"	S 3510'35' E	44.74	44.75
C28	967.00	06 28 01	N 28'30'15.5" W	109.09	109.14
C29	967.00	05'20'47"	N 22'05'51.5 W	107.08	107.11
<b>C3</b> 0	987.00	06 16 58	N 1546'59" W	105.98	104.04
C31	967.00'	05 15 35	N 09'50'52" W	105.69	105.74
CB3	987.00	01'39'39"	N 05'32'44.5" W		28.03
تلت	75.00	55'25'24"	H 2433'49' E	69.75	72.55
C34	75.00	41'50'50"	N 24'04'22.5" W	51.57	54.78
	•				

Į.,	у,	Third Addition to		PROSECT =0.0334773	<b>m</b>	0ATE	Atrenda	tr .	MCA TRANSPORTATION - MARCONAL
	1 21	COPPER POINT	stum by Renner	01R June, 2009					MSA SHEET - MARCHANIA SHEET
4	2	copper ponze	occur ex Rhinehart	104E 1" = 100"	⊢	_			Charles Shire Court ( Court Park Court Cou

# THIRD ADDITION TO COPPER POINT

#### A Planned Unit Development

A Replat of Lots 25, 26, 27, 31 through 41 inclusive and 55 through 60 inclusive of First Addition to Copper Point as recorded in Volume 12 of Plats on Pages 1—8 as Document number 881141.

Located in the Southeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 17 and 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 20, Township 17 North, Range 4 East, Town of Germontown, Juneau County, Wisconsin.

There are no objections to this piet with respect to Socs, 236.15, 236.16, 236.20 and 236.2((1) and (2), Wis State, as provided by a 236.12, Wis. State.

Jeni Dom

#### UTILITY EASEMENT RESTRICTION:

No utility pale, pedestal or cable shall be placed so as to disturb any survey monument or obstruct vision along any lot or street lime. The unauthorized disturbance of a survey monument is a violation of \$236.32 formers and distributions of a survey monument is a violence of a survey monument is a violence of a survey monument is a violence of the form of ements and forth humans are for the use of the Torm of m and only the private utilities having the right to serve this as kieled before.

UTILITY COMPANY LIST

CATV / INTERNET 514 S. Main Street Westly, Wi. 54887 606-634-4099 attn: Gdry Jensen

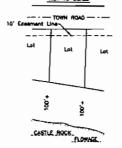
TELEPHONE: TDS Telecom 8576 Winginio Street P.O. Box 125 Viapper, Wt. 54489 715-569-4821 fac 715-569-4867 attn: Chns Literaki

ELECTRIC: Galadole Electric Cooperative P.O. Box 128 Coladole, W.L. 34649 800-241-2488 fax: 808-377-2253 otts: Scott Brookman

ELECTRIC / CAS: Alliant Energy 338 E. State Street Houseton, Mt. 93948 608-847-1315 fax: 608-847-1319 attn: Tom Ormson

SANITARY SEWER: D'Delt's Boy Sanitary District #1 N7813 Lake West Court New Lisbon, Wt. 53950 608-582-3880 for: 608-582-544 attn: Tracy Tomalaff

#### TYPICAL DRAMAGE AND UTILITY EASEMENTS NOT TO SCALE



TYPICAL LOT BUILDING SETBACKS per 3.08 Town of Germantown Zaning Ordinance et\_al. NOT TO SCALE

#### CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

J. Adone investments. Limited Liability Company, a corporation duly organ and existing under and by winse of the lens of the Stats of Wissonski, as covers, does hereby certify that each appropriation coursed the land described on this plat to be surveyed, divided, magned and described on represented on the plat. I also certify that this plat is required by Sec. 215.10 or Sec. 216.12 to be submitted to the following for approval or appealant. APPROVING AUTHORITIES:

OBJECTING AUTHORITIES:
The Department of Administra

The county of Juneau: The town of Germantow

In witness whereof, the sold J. Adams Investments, L.L.C. has caused these presents to be signed by its Authorized Representative. This \_\_\_\_\_\_ doop of \_\_\_\_\_\_\_, 2009. In the presence of:

J. Adame Investments, L.L.C. c/o Brod P. Paviosti P.O. Box 1027 sconein Rapids, Wt. 54495-1027

Brod P. Pavloski Authorized Representative

NOTES:

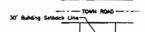
Third Addition to Capper Paint is subject to a recorded Declaration of covenants, conditions and nestrictions including amendments, recorded as the following documents:

Declaration — Document No. 861753
Affident — Document No. 861753
Affident — Document No. 861753
Second Amendment — Document No. 861796
Third Amendment — Document No. 861797
Fourth Amendment — Document No. 861877
Fourth Amendment — Document No. 861875
Fith Amendment — Document No. 861875
Fith Amendment — Document No. 861875
Sixth Amendment — Document No. 861875

Public sonitary sever will be provided to these lots and incorporated into this development.

The drainage easements, as shown hereon, are granted to the Town of Germantown.

The wetland setbocks, as shown herean, represent the 75' setbock per NR 151.12. If all of the 75' setbock from the deliverated welland boundary is contained with in the building setbocks, then no additional setbocks have been provided for. This setbock allows for no impervious surfaces.



CASTLE ROCK ... FLOWAGE TYPICAL LOT BUILDING SETBACKS

per 3.08 Town of Germont Zoning Ordinance et al. NOT TO SCALE



Personally come before me this \_\_\_\_\_ day of \_\_\_\_\_ grad P. Pavioeki

to me known to be the person who executed the foregoing instrument and acknowledged the same. Notery Public. my commission expires \_

OWNER / SUBOMDER: J. ADMAS HMISTMENTS, L.L.C. c/o Brad and Pet Periodal P.D. Bar 1027 Heconau Rapide, Wt. 54435-1027 (715) 325-6354 fac: (715) 325-6324

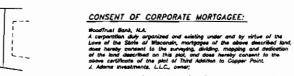


#### CONSENT OF CORPORATE MORTGAGEE:

Notary Public, -

resonance both, N.A. A cosporation duly original and asisting under and by virtue of the A cosporation duly originalist, mortgogue of the above described coses hereby consent to the surveying, dividing, mapping ond described of the land described on this plot, and does hereby ceneent to the obove certificate of the past of Third Addition to Cappar Point. J Adams Investments, L.L.C., owner;

Associated Bank, N.A. 401 E. Kilbourn Avenue Milwaukes, WI 53202



30' Building Settlack Line 8

-- 3

in witness where of, the mold Moodfruel Bank, N.A. In presents to be signed by Jeffery A. Mayers, its Vice-Lord Handstein, its Vice-President of Miscoresin Ropids, its corporate seal to be hereunto difficial. This \_\_\_\_\_

WaodTrust Bank, N.A. 181 Second Street South Waconsin Rapids, W. 54495

\$

CASTLE ROCK ... FLOWAGE ..

	Greg A. Larson	Senior	Vice-Presiden
	John H. Beckwith		Vice-Presiden
	ne this day of	_ 2009, the	above named
Grea A Larson and John	people who executed the forego	oina instrume	nt and to me
known to be such Senior	Vice-President and Vice-Presidely executed the foregoing institute	dent of said	corporation

my commission supres \_\_\_\_

	Jeffery A. Meyers	Vice-President
	Lori Vandsten	Vice-President
VS/IVI		

to me known to be the people who arecuted the foregoing instrument and to me known to be such Wice-Presidents of solid corporation and acknowledged that they associated the foregoing instrument as the deed of solid corporation by its outhority.

my commission expires \_\_\_

\*A A-F 110/05 MARCE NO. 0334773 Third Addition to -a 018 MSA TEAMPORTATION - SESSEPAL
DEVELOPMENT - SENSEMBETAL
201 South tions Survey Astron. Steamen &7
604-1301-1400 For 604-1346-90-78

© STAL Projections Service. No. COPPER POINT MAN Renner Set June, 2009

october Rhinehort News 1 = 100

EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIRST ADDITION TO COPPER POINT

**Document Number** 

Title of Document

DOCUMENT # 674872

Recorded

Aug. 05,2009 AT 02:45PM

CHRISTIE BENDER

REGISTER OF DEEDS

JUNEAU CO., WI

Fee Amount:

\$25.00

Total Pages 8

INDEXING COMPLETED

Record this document with the Register of Deeds

Name and Return Address:

MSA Professional Services, Inc 301 South Main Street Adams, WI. 53934

(Parcel Identification Number)

# AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIRST ADDITION TO COPPER POINT

This Amendment to Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is made this 5th day of August, 2009.

### RECITALS

WHEREAS, the Copper Point Declaration of Covenants, Conditions and Restrictions dated the 7th day of January, 2005, were recorded on the 10th day of January, 2005, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 637733; and

WHEREAS, the Restrictions were amended and supplemented by the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point dated the 13<sup>th</sup> day of September, 2007, which were recorded on the 13th day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661253; an Amendment dated the 26<sup>th</sup> day of September, 2007, which was recorded on the 27th day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661538; the Second Amendment dated the 5<sup>th</sup> day of October, 2007, which was recorded on the 5<sup>th</sup> day of October. 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661798; the Third Amendment dated the 9th day of October, 2007, which was recorded on the 9th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661877; the Fourth Amendment dated the 9th day of October, 2007, which was recorded on the 9<sup>th</sup> day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661878; the Fifth Amendment dated the 18th day of June, 2008, which was recorded on the 19th day of June, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 666915; the Sixth Amendment dated the 19th day of November,

2008, which was recorded on the 21<sup>st</sup> day of November, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669706 and the Seventh Amendment dated the 3<sup>rd</sup> day of August, 2009, which was recorded on the 3<sup>rd</sup> day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674810. The Copper Point Restrictions, First Addition to Copper Point Restrictions, Second Addition to Copper Point Restrictions, Third Addition to Copper Point Restrictions and all amendment thereto are hereinafter described as the "Restrictions"; and

WHEREAS, the Restrictions cover all Lots and Outlots within the Copper Point Subdivision, the First Addition to Copper Point Subdivision, the Second Addition to Copper Point Subdivision and the Third Addition to Copper Point Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A of the Restrictions; and

WHEREAS, the Declarant has recorded Certified Survey Map No. 4022, recreating Lots 64, 74 and Outlot 9 of the First Addition to Copper Point as Lots 1 and 2 and Outlot 1 of Certified Survey Map No. 4022.

WHEREAS, the Declarant has developed Hideaway Lake as shown on Exhibit B hereto, and desires to amend the Restrictions to restrict the use of Hideaway Lake, and provide for additional covenants and restrictions relating to Lots 1 and 2 and Outlot 1 of Certified Survey Map No. 4022, and Lots 65 through 73 and Outlot 10 of the First Addition to Copper Point (the "Hideaway Lake Lot Owners"); and

WHEREAS, Article XXIII(b) of the Restrictions provides that the Declarant, J. Adams Investments, LLC, has the sole right to amend the Restrictions; and

NOW, THEREFORE, the First Addition to Copper Point Declaration of Covenants, Conditions and Restrictions are hereby amended as follows:

- 1. It is hereby reaffirmed that Lots 1 and 2 and Outlot 1 of Certified Survey Map No. 4022 are subject to the Restrictions. Hideaway Lake as shown on the Plat of Survey attached as Exhibit B hereto is established for the sole benefit of and exclusive use of Hideaway Lake Lot Owners. No other Lot Owners in Copper Point or any Addition to Copper Point Subdivision shall have access or the right to use Hideaway Lake other than the Hideaway Lake Lot Owners. Notwithstanding any provision to the contrary contained in the Restrictions, in addition to any general and special assessments, the Hideaway Lake Lot Owners shall be solely responsible for all expenses associated with maintaining, improving, policing, and preserving Hideaway Lake, and shall pay any assessments levied by the Owner's Association therefore. All general covenants and restrictions contained in the Restrictions that obligate the owners of Lots abutting lakes and ponds within the Subdivision, including without limitation, the general maintenance, day-to-day sand maintenance, and lake and pond liability restrictions shall apply to the Hideaway Lake Lot Owners. In the event any Lot Owner fails to perform his or her required maintenance and other obligations as set forth in the Restrictions, within thirty days after receipt of written demand from the Owner's Association, the Owner's Association shall have the right to perform the repair, replacement and/or maintenance, and, in such event, the Association shall be entitled to assess the costs thereof to the Lot Owner, which cost shall become a lien against the Lot Owner's Lot until paid. The Declarant and Owner's Association hereby reserve a permanent right-of-way and easement (in areas intended to cause the least disruption as possible to the Lots) over and across the Lots abutting the lakes and ponds for the purpose of maintaining the lakes and ponds as described in the Restrictions. The maintenance of the lakes and ponds is at the discretion of the Declarant during the period of Declarant control of the Association.
- 2. <u>Setbacks.</u> All Lots abutting Hideaway Lake are subject to a 30 foot rear building setback requirement (lakeside) from the ordinary high water mark of Hideaway Lake.

IN WITNESS WHEREOF, this Amendment to the First Addition to Copper Point Declaration of Covenants, Conditions and Restrictions is executed by the Declarant as of the day and year first written above.

(Declarant)

J. Adams Investments, LLC

Brad P. Pavloski, Member

### **ACKNOWLEDGMENT**

## STATE OF WISCONSIN **COUNTY OF JUNEAU**

This instrument was acknowledged before me on 5 August, 2009 by Brad P. Pavloski, Member of J. Adams Investments, LLC.

> JUNEAU COUNTY, WISONSIN Notary Public, State of Wisconsin 5-15-11

My commission expires: \_\_

This document was drafted by Michael D. Orgeman

Lichtsinn & Haensel, s.c.

111 E. Wisconsin Avenue, Suite 1800

Milwaukee, WI 53202

# EXHIBIT A LEGAL DESCRIPTION OF COPPER POINT

Lot 1 through Lot 12 inclusive and Outlot 1 of the Town of Germantown Plat of Copper Point. Filed on the 10th day of January, 2005 in Volume 11 of Plats at Pages 26-28 as Document Number 637732, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 13 through Lot 130 inclusive and Outlot 2 through Outlot 15 inclusive of First Addition to Copper Point. Filed on the 10th day of September, 2007 in Volume 12 of Plats at Pages 1-8 as Document Number 661141, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 131 through Lot 158 inclusive and Outlot 16 and Outlot 17 of Second Addition to Copper Point. Filed on the 25th day of September, 2008 in Volume 12 of Plats at Pages 26-29 as Document Number 668711, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 and Lot 2 of Juneau County Certified Survey Map Number 3914. Filed on the 30th day of January, 2008 in Volume 17 of CSM at Page 85 as Document Number 664111, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1, Lot 2 and Outlot 1 of Juneau County Certified Survey Map Number 4022. Filed on the 22nd day of April, 2009 in Volume 18 of CSM at Page 9 as Document Number 672690, located in the Town of Germantown, Juneau County, Wisconsin.

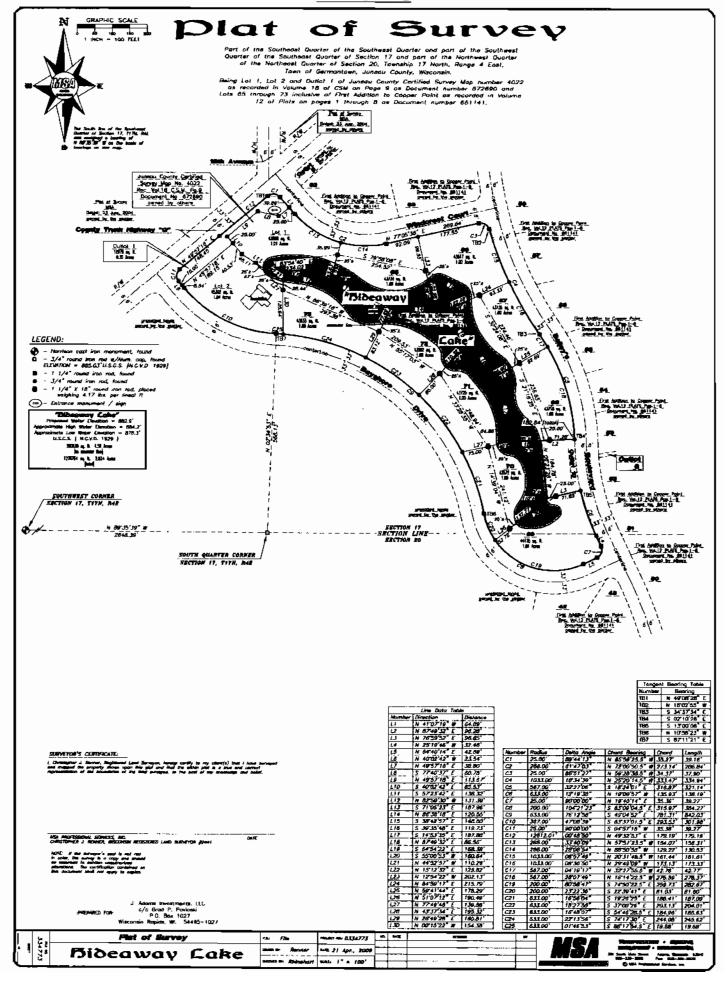
Lot 1 and Lot 2 of Juneau County Certified Survey Map Number 4029. Filed on the 26th day of June, 2009 in Volume 18 of CSM at Page 16 as Document Number 674121, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map Number 4030. Filed on the 29th day of June, 2009 in Volume 18 of CSM at Page 17 as Document Number 674131, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 159 through Lot 184 inclusive of Third Addition to Copper Point. Filed on the 31st day of July, 2009 in Volume 12 of Plats at Pages 32-35 as Document Number 674787, located in the Town of Germantown, Juneau County, Wisconsin.

## %

# EXHIBIT B PLAT OF SURVEY OF HIDEAWAY LAKE LOTS (See attached Plat as the next page)



NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIRST ADDITION TO COPPER POINT

**Document Number** 

Title of Document

**DOCUMENT # 674873** 

Recorded

Aug. 05,2009 AT 02:45PM

CHRISTIE BENDER

REGISTER OF DEEDS

JUNEAU CO., WI

Fee Amount: \$37.00

Total Pages 14

INDEXING
COMPLETED

Name and Return Address:

MSA Professional Services, Inc 301 South Main Street Adams, WI. 53934

(Parcel Identification Number)

# AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIRST ADDITION TO COPPER POINT

This Amendment to Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is made this 5<sup>th</sup> day of August, 2009.

### RECITALS

WHEREAS, the Copper Point Declaration of Covenants, Conditions and Restrictions dated the 7th day of January, 2005, were recorded on the 10th day of January, 2005, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 637733; and

WHEREAS, the Restrictions were amended and supplemented by the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point dated the 13th day of September, 2007, which were recorded on the 13th day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661253; an Amendment dated the 26<sup>th</sup> day of September, 2007, which was recorded on the 27th day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661538; the Second Amendment dated the 5th day of October, 2007, which was recorded on the 5th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661798; the Third Amendment dated the 9th day of October, 2007, which was recorded on the 9th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661877: the Fourth Amendment dated the 9th day of October, 2007, which was recorded on the 9th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661878; the Fifth Amendment dated the 18th day of June, 2008, which was recorded on the 19th day of June. 2008, with the Register of Deeds for Juneau County. Wisconsin, as Document No. 666915; the Sixth Amendment dated the 19th day of November, 2008, which were recorded on the 21<sup>st</sup> day of November, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669706, the Seventh Amendment recorded August 3<sup>rd</sup>, 2009, as Document No. 674810 and the Eighth Amendment recorded August 5<sup>th</sup>, 2009, as Document No. 674872. The Copper Point Restrictions, First Addition to Copper Point Restrictions, Second Addition to Copper Point Restrictions, and Third Addition to Copper Point Restrictions, and all amendments thereto are hereinafter described as the "Restrictions"; and

WHEREAS, the Restrictions cover all Lots and Outlots within the Copper Point Subdivision and the First Addition, Second Addition, and Third Addition to Copper Point Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A; and

WHEREAS, the Declarant has recorded Certified Survey Map No. 4029 combining Lots 75, 76, and 77 of the First Addition to Copper Point into Lot 1 of Certified Survey Map No. 4029, and combining Lots 81, 82, and 83 of the First Addition to Copper Point into Lot 2 of Certified Survey Map No. 4029, as shown on Exhibit B attached hereto. The Declarant has further recorded Certified Survey Map No. 4030 combining Lots 61, 62, and 63 of the First Addition to Copper Point into Lot 1 Certified Survey Map No. 4030, as shown on Exhibit B attached hereto.

WHEREAS, Article XXIII(b) of the Restrictions provides that the Declarant, J. Adams Investments, LLC, has the sole right to amend the Restrictions; and

WHEREAS, the Declarant desires to amend the Restrictions to combine the Lots described above by Certified Survey Map and to prohibit any future re-division or subdivision of the Lots created by the Certified Survey Maps.

NOW, THEREFORE, the First Addition to Copper Point Declaration of Covenants, Conditions and Restrictions are hereby amended as follows:

1. the Declarant has recorded Certified Survey Map No. 4029 combining Lots 75, 76, and 77 of the First Addition to Copper Point into Lot 1 of Certified Survey Map No. 4029, and combining Lots 81, 82, and 83 of the First Addition to Copper Point into Lot 2 of Certified Survey Map No. 4029, as shown on Exhibit B attached hereto. The Declarant has further recorded Certified Survey Map No. 4030 combining Lots 61, 62, and 63 of the First Addition to Copper Point into Lot 1 Certified Survey Map No. 4030, as shown on Exhibit B attached hereto. The Owners of Lot 1 and Lot 2 of Certified Survey Map No. 4029, and the Owner of Lot 1 of Certified Survey Map No. 4030 are prohibited from re-dividing or subdividing such Lots.

IN WITNESS WHEREOF, this Amendment to the First Addition to Copper Point Declaration of Covenants, Conditions and Restrictions is executed by the Declarant as of the day and year first written above.

(Declarant)

J. Adams Investments, LLC

Brad P. Pavloski, Member

#### ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF JUNEAU

This instrument was acknowledged before me on 5 August, 2009 by Brad P. Pavloski, Member of J. Adams Investments, LLC.

Notary Public, State of Wisconsin

My commission expires:

sin 5-15-11

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

# EXHIBIT A LEGAL DESCRIPTION OF COPPER POINT

Lot 1 through Lot 12 inclusive and Outlot 1 of the Town of Germantown Plat of Copper Point. Filed on the 10th day of January, 2005 in Volume 11 of Plats at Pages 26-28 as Document Number 637732, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 13 through Lot 130 inclusive and Outlot 2 through Outlot 15 inclusive of First Addition to Copper Point. Filed on the 10th day of September, 2007 in Volume 12 of Plats at Pages 1-8 as Document Number 661141, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 131 through Lot 158 inclusive and Outlot 16 and Outlot 17 of Second Addition to Copper Point. Filed on the 25th day of September, 2008 in Volume 12 of Plats at Pages 26-29 as Document Number 668711, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 and Lot 2 of Juneau County Certified Survey Map Number 3914. Filed on the 30th day of January, 2008 in Volume 17 of CSM at Page 85 as Document Number 664111, located in the Town of Germantown, Juneau County, Wisconsin.

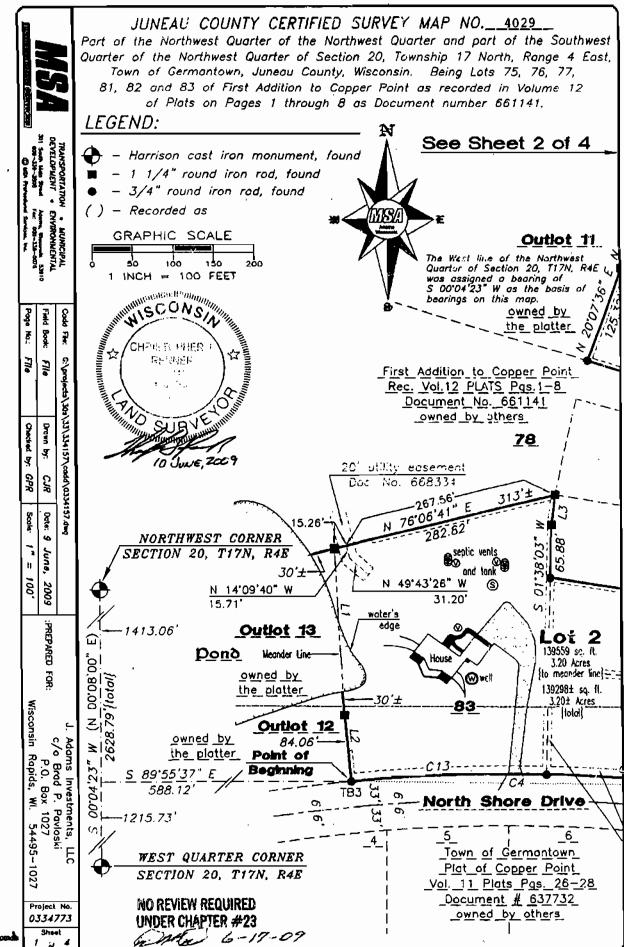
Lot 1, Lot 2 and Outlot 1 of Juneau County Certified Survey Map Number 4022. Filed on the 22nd day of April, 2009 in Volume 18 of CSM at Page 9 as Document Number 672690, located in the Town of Germantown, Juneau County, Wisconsin.

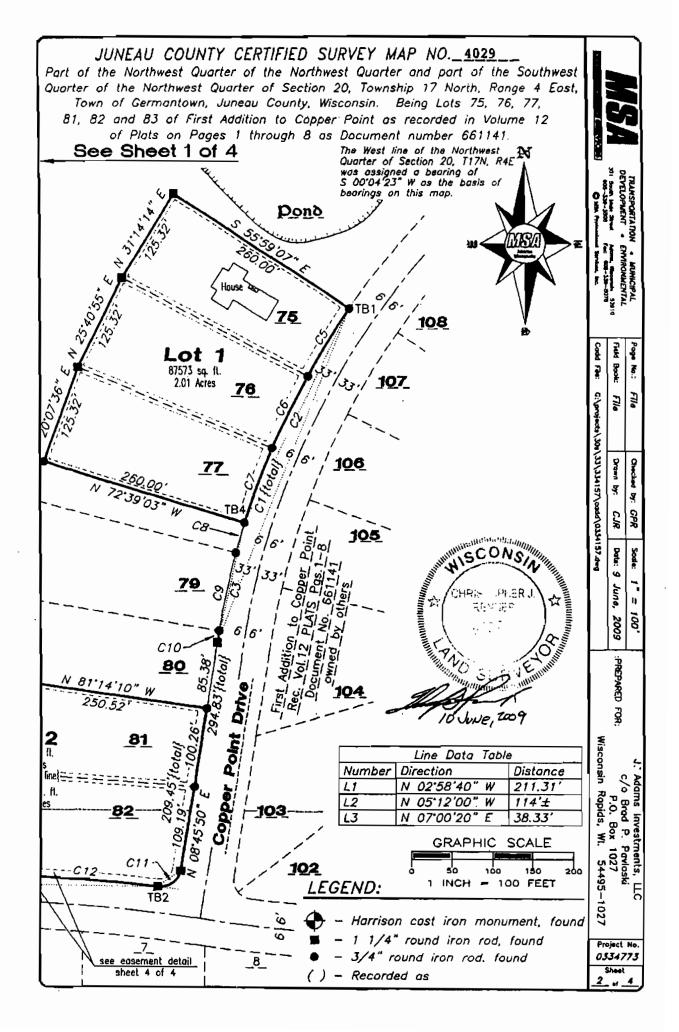
Lot 1 and Lot 2 of Juneau County Certified Survey Map Number 4029. Filed on the 26th day of June, 2009 in Volume 18 of CSM at Page 16 as Document Number 674121, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map Number 4030. Filed on the 29th day of June, 2009 in Volume 18 of CSM at Page 17 as Document Number 674131, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 159 through Lot 184 inclusive of Third Addition to Copper Point. Filed on the 31st day of July, 2009 in Volume 12 of Plats at Pages 32-35 as Document Number 674787, located in the Town of Germantown, Juneau County, Wisconsin.

EXHIBIT B
CERTIFIED SURVEY MAPS NO. 4029 AND 4030
(See attached CSM's as the next page)







TRANSPORTATION - MUNICIPAL
DEVELOPMENT - ENVIRONMENTAL
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001-339-3000 Fee 007-339-0071

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PREPARED FOR:

J. Adoms Investments, LLC c/o Brad P. Pavloski P.O. Box 1027 Visconsin Rapids, WI. 54495—1027

Project No. 0334773 Sheet

### JUNEAU COUNTY CERTIFIED SURVEY MAP NO. 4029

Part of the Northwest Quarter of the Northwest Quarter and part of the Southwest Quarter of the Northwest Quarter of Section 20, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin. Being Lots 75, 76, 77, 81, 82 and 83 of First Addition to Copper Point as recorded in Volume 12 of Plats on Pages 1 through 8 as Document number 661141.

### SURVEYOR'S CERTIFICATE;

l, Christopher J. Renner, Registered Land Surveyor, hereby certify that I have surveyed and mapped part of the Northwest Quarter of the Northwest Quarter and part of the Southwest Quarter of the Northwest Quarter of Section 20, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, being Lats 75, 76, 77, 81, 82 and 83 of the First Addition to Copper Point as recorded in Volume 12 of Plats on Pages 1 through 8 as Document number 661141, described as follows:

Commencing at the Northwest corner of said Section 20, thence S 00°04'23" W along the West line of the Northwest Quarter of said Section 20 a distance of 1413.06 feet, thence S 89'55'37" E a distance of 588.12 feet to the Southwest corner of Lot 83 of the First Addition to Copper Point and the POINT OF BEGINNING, thence the following bearings and distances along Lots 83 and 81 of said First Addition to Copper Point, N 05°12'00" W a distance of 84.06 feet to a meander line of a pond known as Outlot 13 of said First Addition to Copper Point, thence N 02'58'40" W along said meander line a distance of 211.31 feet, thence departing from said meander line, N 76'06'41" E a distance of 282.82 feet, thence S 07'00'20" W a distance of 38.33 feet, thence S 01'38'03" W a distance of 65.88 feet, thence S 81'14'10" E a distance of 250.52 feet to the Northeast corner of said Lot 81, thence N 08'45'50" E along the East line of Lot 80 of said First Addition to Copper Point a distance of 85.38 feet to a curve to the right which has a radius of 1033.00 feet, a delta ongle of 08'35'07" and a chord that bears N 13'03'23.5" E a distance of 154.64 feet, thence along the arc of said curve and the East line of Lots 80, 79 and 78 of said First Addition to Copper Paint a distance of 154.78 feet to the Southeast corner of Lot 77 of said First Addition to Copper Point, thence the following bearings and distances along Lots 77, 76 and 75 of said First Addition to Copper Point, N 72'39'03" W a distance of 260.00 feet, thence N 20'07'36" E a distance of 125.32 feet, thence N 25'40'55" E a distance of 125.32 feet, thence N 31'14'14" E a distance of 125.32 feet, thence S 55'59'07" E a distance of 260.00 feet to a non-tangent curve to the left which has a radius of 1033.00 feet, a delta angle of 16'39'57" and a chord that bears S 25'40'55.5" Wa distance of 299.41 feet, thence along the arc of said curve a distance of 300.48 feet to the Southeast corner of said Lot 77 and a curve to the right which has a radius of 1033.00 feet, a delta angle of 08°35'07" and a chord that bears S 13'03'23.5" W a distance of 154.64 feet, thence along the arc of said curve and the East line of said Lots 78, 79 and 80 a distance of 154.78 feet, thence S 08'45'50" W along the East line of said Lot 80 a distance of 85.38 feet to the Southeast corner thereof, thence the following bearings and distances along said Lot 81, 82 and 83, continuing S 08'45'50" W a distance of 209.45 feet to a curve to the right which has a radius of 25.00 feet, a delta angle of 88°23'07" and a chord that bears S 52'57'23.5" W a distance of 34.85 feet, thence along the arc of sold curve a distance of 38.57 feet to a curve to the left which has a radius of 2033.00 feet, a delta angle of 12'20'57" and a chord that bears N 89'01'31.5" W a distance of 437.32 feet, thence along the arc of said curve a distance of 438.17 feet to the Southwest corner of said Lot 83 and the POINT OF BEGINNING.

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

That I have made such survey and map at the direction of Brad Pavloski, for J. Adams Investments, LLC, owner and agent to the owner.

That such map is a correct representation of the exterior boundaries of the lands surveyed; That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes, Section AE 7 of the Wisconsin Administrative Code and Chapter 23 of the Juneau County Code in surveying, dividing and mapping the same, to the best of my knowledge and belief.

This Certified Survey Map is created for the purpose of combining Lot 75 with Lots 76 and 77 and combining Lot 83 with Lots 81 and 82. No new lots have been created.



Tangen	Tangent Bearing Table				
Number	Bearing				
TB1	N 34'00'54" E				
TB2	S 82'51'03" E				
TB3	N 84.48,00, E				
TB4	S 17'20'57" W				

#### JUNEAU COUNTY CERTIFIED SURVEY MAP NO. 4029 Part of the Northwest Quarter of the Northwest Quarter and part of the Southwest Quarter of the Northwest Quarter of Section 20, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin. Being Lots 75, 76, 77, 81, 82 and 83 of First Addition to Copper Point as recorded in Volume 12 of Plats on Pages 1 through 8 as Document number 661141. Curve Data Table Number Radius Delto Angle Chord Bearing Chord C1 1033.00 25'15'04' 5 21'23'22" W 451.58 C2 1033.00 16'39'57" S 25'40'55.5" W 299.41 C3 1033.00 08'35'07" N 13'03'23.5" E 154.64 C4 2033.00 12'20'57 N 89°01'31.5" W 437.32 ENVIRONMENTAL C5 1033.00 05'33'19" 31'14'14.5" W 100.12 C6 1033.00 05'33'19" 5 25'40'55.5" W 100.12 CZ 1033.00 05'33'19" 20°07'36.5" W 100.12 C8 1033.00 02'13'08 16.14.23" W 40.00 *C9* 1033.00 *05'33'19*' 12'21'09.5" W 100.12 S C10 1033.00 00°48'40" S 09'10'10" W 14.62 C11 25.00° 88'23'07" Ž 5 52\*57'23.5" W 34.85 2033. 2033. 2033. CHRISTOPHER J. RENNER S-2441 MAUSTON WILLIAM MAUSTON MAUS C12 2033.00 N 85'36'29.5" W 195.60 05'30'53" Book 8 06'50'04" S 88'13'02" W 242.35 Ĭ FIIO G:\projecte\30e\33\334157\codd\0334157.dwy 674121 Dogwo Checked ¥ Ţ 2001 AD. E SPR Š ğ φ June, 10 June, 2009 EXISTING TYPICAL 11 DRAINAGE AND UTILITY EASEMENTS 100 2009 EXISTING per Lot 83 of. TYPICAL DRAINAGE AND UTILITY EASEMENTS First Addition to Copper point per Lots 75-77 and Lots 81-82 of :PREPAREO NOT TO SCALE First Addition to Copper point NOT TO SCALE COUNTY TRUNK HIGHWAY OR --- TOWN ROAD FOR COUNTY TRUNK HIGHWAY OR 10' Easement Line---- TOWN ROAD -Wisconsin 10' Easement Line Adams . 5' Easement 9,9 Line Investments, rad P. Pavlasi O. Box 1027 bids, Wl. 544 5' Easement Lot or Lot or Payloski Outlot Outlot 54495-1 1027 Project No. 0334773 10' Easement Line

Length

455.26

300.48

154.78

438.17

100.16

100.16

100.16

40.00'

100.16

14.62'

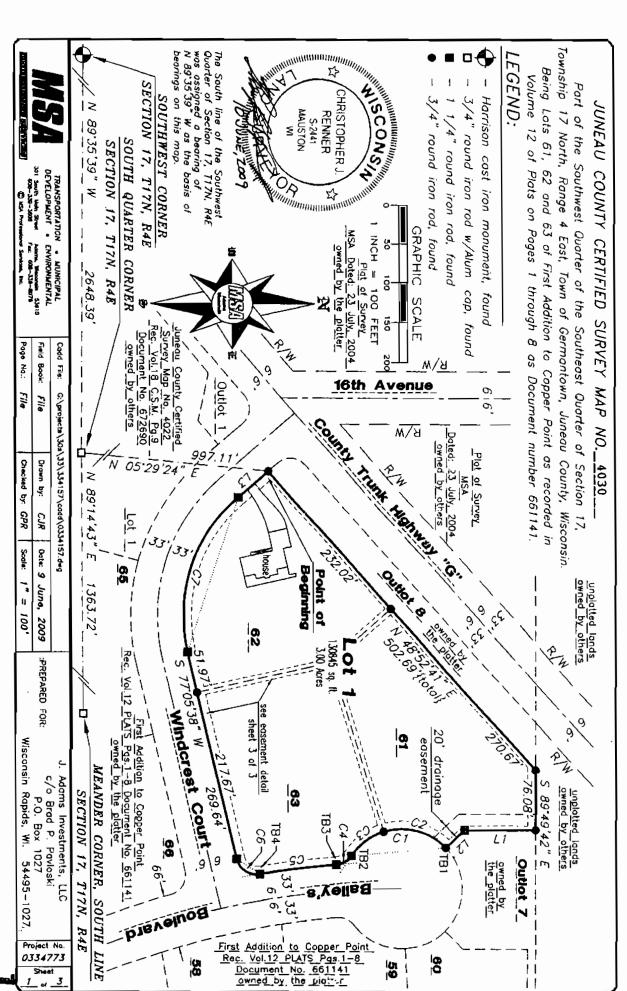
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> Wisconsin Adams Investments, L c/o Brad P. Pavloski P.O. Bax 1027 Rapids, ₹ 54495-1027 ברכ

Project No. 0334773 Sheet

### JUNEAU COUNTY CERTIFIED SURVEY MAP NO.<u>4030</u>

Part of the Southwest Quarter of the Southeast Quarter of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin. Being Lots 61, 62 and 63 of First Addition to Copper Point as recorded in Volume 12 of Plats on Pages 1 through 8 as Document number 661141.

### SURVEYOR'S CERTIFICATE:

I, Christopher J. Renner, Registered Land Surveyor, hereby certify that I have surveyed and mapped part of the Southwest Quarter of the Southeast Quarter of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, being Lots 61, 62 and 63 of First Addition to Copper Point as recorded in Volume 12 of Plats on Pages 1 through 8 as Document number 661141, described as follows;

Commencing at the South Quarter corner of said Section 17, thence N 05'29'24" E a distance of 997.11 feet to the Northwest corner of Lot 62 of said First Addition to Copper Point and the POINT OF BEGINNING, thence the following bearings and distances along Lots 62, 61 and 63 of said First Addition to Copper Point, N 48'52'41" E a distance of 502.69 feet, thence S 89'49'42" E a distance of 76.08 feet, thence S 00'10'18" W a distance of 87.32 feet, thence S 43'11'14" E a distance of 32'37 feet to see the same to the left with the same addition of 25'00 feet and 32'37 feet to see the same to the left with the same addition of 35'00 feet and 32'37 feet to see the same to the left with the same addition of 35'00 feet and 32'37 feet to see the same to the left with the same addition of 35'00 feet and 32'37 feet to see the same to the left with the same addition of 35'00 feet and 32'30' feet to see the same and 33' feet to see 32.37 feet to a non-tangent curve to the left which has a radius of 75.00 feet, a delta angle of 103°34'07" and a chord that bears S 04'58'17.5" E a distance of 117.85 feet, thence along the arc of said rurve a distance of 135.57 feet to a curve to the right which has a radius of 25.00 feet, a delta angle of 52'18'43" and a chord that bears S 30'35'59.5" E a distance of 22.04 feet, thence along the arc of said curve a distance of 22.83 feet to a curve to the left which has a radius of 1033.00 feet, a delta angle of 05'19'11" and a chord that bears S 07'06'13.5" E a distance of 95.87 feet, thence along the arc of said curve a distance of 95.91 feet to a curve to the right which has a radius of 25.00 feet, a delta angle of 86.51.27" and a chord that bears \$ 33.39.54.5" W a distance of 34.37 feet, thence along the arc of said curve a distance of 37.90 feet, thence \$ 77.05.38" W a distance of 269.64 feet to a curve to the right which has a radius of 200.00 feet, a delta angle of 61°47'03" and a chord that bears N 72'00'50.5" W a distance of 205.37 feet, thence along the arc of said curve a distance of 215.67 feet, thence N 41°07'19" W a distance of 49.76 feet to the Northwest corner of said Lot 62 and the POINT OF BEGINNING.

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

That I have made such survey and map at the direction of Brad Pavloski, for J. Adams Investments, LLC, owner and agent to the owner.

That such map is a correct representation of the exterior boundaries of the lands surveyed; That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes, Section AE 7 of the Wisconsin Administrative Code and Chapter 23 of the Juneau County Code in surveying, dividing and mapping the same, to the best of my knowledge and beliaf.

This Certified Survey Map is created for the purpose of combining Lots 61, 62 and 63 of the First Addition to Copper Point. No new lots have been created.



**HSH** 

TRANSPORTATION - MUNICIP EVELOPMENT - ENVIRONMEN

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J. Adoms Investments, LLC c/o Brad P. Pavloski P.O. Box 1027 Wisconsin Rapids, Wt. 54495-1027

FOR

Project No. 0334773 Sheet

### JUNEAU COUNTY CERTIFIED SURVEY MAP NO. 4030

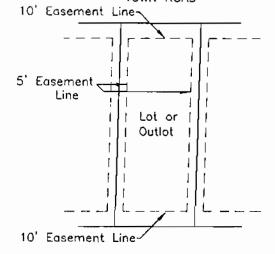
Part of the Southwest Quarter of the Southeast Quarter of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin. Being Lots 61, 62 and 63 of First Addition to Copper Point as recorded in Volume 12 of Plats on Pages 1 through 8 as Document number 661141.

#### EXISTING

TYPICAL DRAINAGE AND UTILITY EASEMENTS

per Lot 61, Lot 62 and Lot 63 of First Addition to Copper point NOT TO SCALE

COUNTY TRUNK HIGHWAY OR



674131

Register of Decks )
Juneau County, WI) SS

Received for Record the 29th day of the 2009 A.D. at 834 A.M. and recorded in Vol. 18 of C. 370 on Page 17

Charitie L. Garder of Doods

NO REVIEW REQUIRED
UNDER CHAPTER #23

Tangent Bearing Table		
Number	Bearing	
TB1	N 46'48'46" E	
TB2	S 56'45'21" E	
TB3	N 04'26'38" W	
TB4	S 09'45'49" E	

Line Data Table			
Number	Direction	Distance	
L1	S 00'10'18" W	87.32	
L2	S 43.11.14" E	32.37	
L3	N 41'07'19" W	49.76	

WIND SCONSING
CHRISTOPHER J RENNER S-2441 MAUSTON. WI
CHRISTOPHER J RENNER S-2441 MAUSTON WI  OUT JOSUP ZOO 9

Curve Data Table					
Number	Radius	Delta Angle	Chord Bearing	Chord	Length
C1	75.00'	103'34'07"	N 04.58'17.5" W	117.85'	135.57'
C2	75.00'	63°44'42"	S 14*56'25" W	79.20'	83.44'
C3	75.00'	39'49'25"	N 36.50'38.5" W	51.09'	52.13
C4	25.00'	<i>52*18'43"</i>	N 30'35'59.5" W		22.83'
C5	1033.00'	05'19'11"	N 07*06'13.5" W		95.91'
C6	25.00'	86'51'27"	S 33'39'54.5" W	34.37'	37.90'
<i>C7</i>	200.00	61*47'03"	N 72'00'50.5" W	205.37	215.67



TENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIRST ADDITION TO

**COPPER POINT** 

Document Number

Title of Document

DOCUMENT # 676692

Kecorded

Nov. 16,2009 AT 02:30PM

CHRISTIE BENDER

REGISTER OF DEEDS

JUNEAU CO., WI

Fee Amount:

\$19.00

fotal Pages 5

INDEXING COMPLETED

Record this document with the Register of Deeds

Name and Return Address:

MSA Professional Services, Inc 301 South Main Street Adams, W1. 53934

(Parcel Identification Number)

## AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIRST ADDITION TO COPPER POINT

This Amendment to Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is made this 9th day of November, 2009.

#### RECITALS

WHEREAS, the Copper Point Declaration of Covenants, Conditions and Restrictions dated the 7th day of January, 2005, were recorded on the 10th day of January, 2005, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 637733; and

WHEREAS, the Restrictions were amended and supplemented by the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point dated the 13<sup>th</sup> day of September, 2007, which were recorded on the 13<sup>th</sup> day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661253; an Amendment dated the 26<sup>th</sup> day of September, 2007, which was recorded on the 27<sup>th</sup> day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661538; the Second Amendment dated the 5<sup>th</sup> day of October, 2007, which was recorded on the 5<sup>th</sup> day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661798; the Third Amendment dated the 9<sup>th</sup> day of October, 2007, which was recorded on the 9<sup>th</sup> day of October, 2007, which was recorded on the 9<sup>th</sup> day of October, 2007, which was recorded on the 9<sup>th</sup> day of October, 2007, which was recorded on the 9<sup>th</sup> day of October, 2007, which was recorded on the 9<sup>th</sup> day of October, 2007, which was recorded on the 9<sup>th</sup> day of October, 2007, which was recorded on the 9<sup>th</sup> day of October, 2007, which was recorded on the 19<sup>th</sup> day of June, 2008, which was recorded on the 19<sup>th</sup> day of June, 2008, which was recorded on the 19<sup>th</sup> day of June, 2008, which was recorded on the 19<sup>th</sup> day of June, 2008, which Wisconsin, as Document No. 666915; the Sixth Amendment dated the 19<sup>th</sup> day of November,

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2008, which was recorded on the 21<sup>st</sup> day of November, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669706; the Seventh Amendment dated the 3<sup>rd</sup> day of August, 2009 which was recorded on the 3<sup>rd</sup> day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674810; the Eighth Amendment dated the 5<sup>th</sup> day of August, 2009, which was recorded on the 5<sup>th</sup> day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674872; the Ninth Amendment dated the 5<sup>th</sup> day of August, 2009, which was recorded on the 5<sup>th</sup> day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674873, The Copper Point Restrictions, First Addition to Copper Point Restrictions, Second Addition to Copper Point Restrictions, and Third Addition to Copper Point Restrictions, and all amendments thereto are hereinafter described as the "Restrictions"; and

WHEREAS, the Restrictions cover all Lots and Outlots within the Copper Point Subdivision and the First Addition, Second Addition, and Third Addition to Copper Point Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A; and

WHEREAS, Article XXIII(b) of the Restrictions provides that the Declarant, J. Adams Investments, LLC, has the sole right to amend the Restrictions; and

WHEREAS, the Declarant desires to amend the Restrictions as provided herein.

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

1. Use of the clubhouse and related outdoor amenities at Copper Point Subdivision is intended to be used by the Lot Owners of Copper Point and other subdivisions and their immediate families only. Guests, tenants, relatives, and other invitees (hereinafter "Invitees") of Lot Owners in Copper Point Subdivision may only use the clubhouse and related outdoor

amenities if one or more Lot Owners accompany the Invitees at all times. The Declarant or the Association may establish additional rules and regulations for use of the clubhouse and related outdoor amenities.

IN WITNESS WHEREOF, this Amendment to the Restrictions is executed by the Declarant as of the day and year first written above.

(Declarant)

J. Adams Investments, LLC

me

Member

on

**ACKNOWLEDGMENT** 

STATE OF WISCONSIN COUNTY OF Juneau

This instrument was acknowledged before in Brod ta los 15. Member of J. Adams Investments, LLC.

Notary Public, State of Wisconsi

My commission expires:

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

### K

### EXHIBIT A LEGAL DESCRIPTION OF COPPER POINT

Lot 1 through Lot 12 inclusive and Outlot 1 of the Town of Germantown Plat of Copper Point. Filed on the 10th day of January, 2005 in Volume 11 of Plats at Pages 26-28 as Document Number 637732, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 13 through Lot 130 inclusive and Outlot 2 through Outlot 15 inclusive of First Addition to Copper Point. Filed on the 10th day of September, 2007 in Volume 12 of Plats at Pages 1-8 as Document Number 661141, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 131 through Lot 158 inclusive and Outlot 16 and Outlot 17 of Second Addition to Copper Point. Filed on the 25th day of September, 2008 in Volume 12 of Plats at Pages 26-29 as Document Number 668711, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 and Lot 2 of Juneau County Certified Survey Map Number 3914. Filed on the 30th day of January, 2008 in Volume 17 of CSM at Page 85 as Document Number 664111, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1, Lot 2 and Outlot 1 of Juneau County Certified Survey Map Number 4022. Filed on the 22nd day of April, 2009 in Volume 18 of CSM at Page 9 as Document Number 672690, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 and Lot 2 of Juneau County Certified Survey Map Number 4029. Filed on the 26th day of June, 2009 in Volume 18 of CSM at Page 16 as Document Number 674121, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map Number 4030. Filed on the 29th day of June, 2009 in Volume 18 of CSM at Page 17 as Document Number 674131, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 159 through Lot 184 inclusive of Third Addition to Copper Point. Filed on the 31st day of July, 2009 in Volume 12 of Plats at Pages 32-35 as Document Number 674787, located in the Town of Germantown, Juneau County, Wisconsin.

ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIRST ADDITION TO COPPER POINT

Document Number

Title of Document

**DOCUMENT # 679246** 

kec-projed

Apr. 26,2010 AT 03:25PM

CHRISTIE BENDER REGISTER OF DEEDS

JUNEAU CO., WI Fer Amount:

fotal Pages 10

Record this document with the Register of Deeds

Name and Return Address:

MSA Professional Services, Inc. P. O. Box 349 Friendship, Wl. 53934

(Parcel Identification Number)

## AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIRST ADDITION TO COPPER POINT

This Amendment to Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is made this 15<sup>74</sup> day of April , 2010.

### RECITALS

WHEREAS, the Copper Point Declaration of Covenants, Conditions and Restrictions dated the 7th day of January, 2005, were recorded on the 10th day of January, 2005, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 637733; and

WHEREAS, the Restrictions were amended and supplemented by the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point dated the 13th day of September, 2007, which were recorded on the 13th day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661253; an Amendment dated the 26th day of September, 2007, which was recorded on the 27th day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661538; the Second Amendment dated the 5th day of October, 2007, which was recorded on the 5th day of October. 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661798; the Third Amendment dated the 9th day of October, 2007, which was recorded on the 9th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661877; the Fourth Amendment dated the 9th day of October, 2007, which was recorded on the 9th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661878; the Fifth Amendment dated the 18th day of June, 2008, which was recorded on the 19th day of June, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 666915; the Sixth Amendment dated the 19th day of November.

2008, which was recorded on the 21<sup>st</sup> day of November, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669706; the Seventh Amendment dated the 3<sup>rd</sup> day of August, 2009 which was recorded on the 3<sup>rd</sup> day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674810; the Eighth Amendment dated the 5<sup>th</sup> day of August, 2009, which was recorded on the 5<sup>th</sup> day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674872; the Ninth Amendment dated the 5<sup>th</sup> day of August, 2009, which was recorded on the 5<sup>th</sup> day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674873; the Tenth Amendment dated the 9<sup>th</sup> day of November, 2009, which was recorded on the 16<sup>th</sup> day of November, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676692, The Copper Point Restrictions, First Addition to Copper Point Restrictions, Second Addition to Copper Point Restrictions, and all amendments thereto are hereinafter described as the "Restrictions"; and

WHEREAS, the Restrictions cover all Lots and Outlots within the Copper Point Subdivision and the First Addition, Second Addition, and Third Addition to Copper Point Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A and B of the Restrictions; and

WHEREAS, Article XXIII(b) of the Restrictions provides that the Declarant, J. Adams Investments, LLC, has the sole right to amend the Restrictions and to add additional land to the Restrictions; and

WHEREAS, the Declarant desires to submit additional lands to the Restrictions as set forth in this Amendment.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point are hereby amended as follows:

1. The real estate described on Exhibit A attached hereto and further described on the Final Plat of the Fourth Addition to Copper Point attached hereto as Exhibit B (the "Fourth Addition") is subject to the terms of the Declaration of Restrictions, and Lots 185 through 192 inclusive, as set forth therein are subject to the Declaration of Restrictions, and all purchasers and their successors of any portion of the Fourth Addition, and each and every conveyance of any portion of the Fourth Addition will be subject to the Declaration of Restrictions.

IN WITNESS WHEREOF, this Amendment to the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is executed by the Declarant as of the day and year first written above.

(Declarant)

J. Adams Investments, LLC

By: Brad Pauloski, Member

#### ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF JUNEAU

This instrument was acknowledged before me on 4/24/2010 by Brad Phylogram, Member of J. Adams Investments, LLC.

NO TA BUSINESS OF THE STATE OF

Notary Public, State of Wisconsin

Kib A. Was

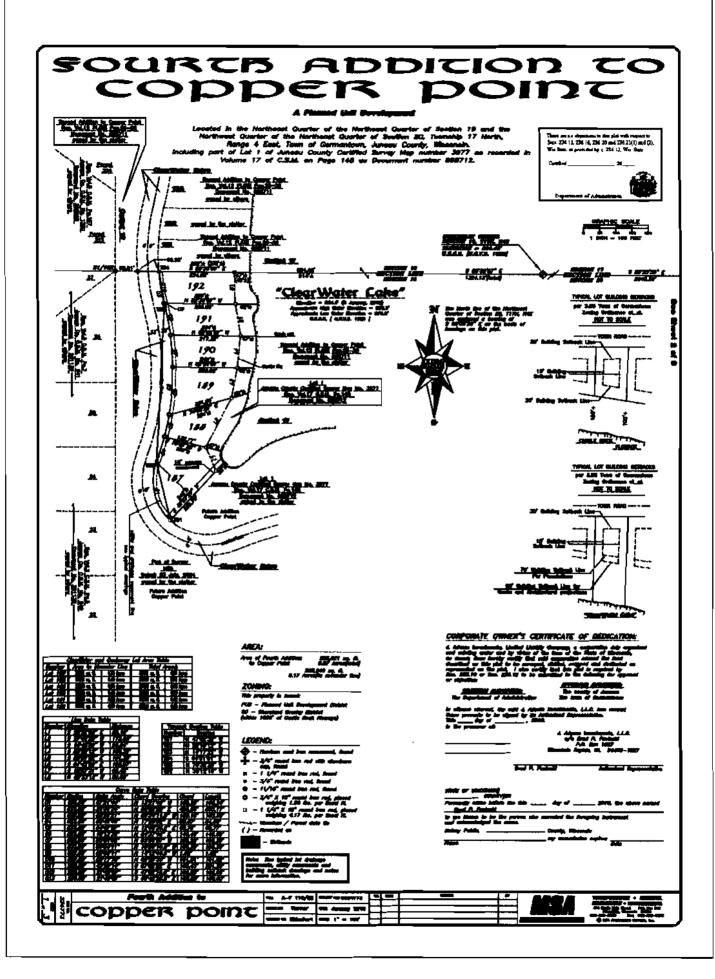
My commission expires: 3/14/2014

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

### EXHIBIT A LEGAL DESCRIPTION OF FOURTH ADDITION TO COPPER POINT

Lots 185 through 192 inclusive of the Fourth Addition to Copper Point as recorded in Volume 12 of Plats on Pages 38-40 as Document Number 679041. Located in the Northeast Quarter of the Northeast Quarter of Section 19 and the Northwest Quarter of the Northeast Quarter of Section 20, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

## EXHIBIT B FINAL PLAT OF FOURTH ADDITION TO COPPER POINT (See attached Plat as the next page)



### SOURTH ADDITION TO COPPER POINT

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COPPER POINT - M - MUSIC -W-W TWELFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIRST ADDITION TO COPPER POINT

**Document Number** 

Title of Document

### **DOCUMENT # 679268**

Recorded

Apr. 27,2010 AT 02:20PM

CHRISTLE BENOER Register of Deeds

JUNEAU CO., WI Fer Amount: \$21.00

Fotal Pages 6

Record this document with the Register of Deeds

Name and Return Address:

MSA Professional Services, Inc P. O. Box 349 Friendship, Wl. 53934

(Parcel Identification Number)

## AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIRST ADDITION TO COPPER POINT

This Amendment to Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is made this 26<sup>th</sup> day of April, 2010.

#### RECITALS

WHEREAS, the Copper Point Declaration of Covenants, Conditions and Restrictions dated the 7th day of January, 2005, were recorded on the 10th day of January, 2005, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 637733; and

WHEREAS, the Restrictions were amended and supplemented by the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point dated the 13th day of September, 2007, which were recorded on the 13th day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661253; an Amendment dated the 26th day of September, 2007, which was recorded on the 27th day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661538; the Second Amendment dated the 5<sup>th</sup> day of October, 2007, which was recorded on the 5<sup>th</sup> day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661798; the Third Amendment dated the 9th day of October, 2007, which was recorded on the 9th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661877; the Fourth Amendment dated the 9th day of October, 2007, which was recorded on the 9th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661878; the Fifth Amendment dated the 18th day of June, 2008, which was recorded on the 19th day of June, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 666915; the Sixth Amendment dated the 19th day of November, 0,0

2008, which was recorded on the 21<sup>st</sup> day of November, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669706; the Seventh Amendment dated the 3<sup>rd</sup> day of August, 2009 which was recorded on the 3<sup>rd</sup> day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674810; the Eighth Amendment dated the 5<sup>th</sup> day of August, 2009, which was recorded on the 5<sup>th</sup> day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674872; the Ninth Amendment dated the 5<sup>th</sup> day of August, 2009, which was recorded on the 5<sup>th</sup> day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674873; the Tenth Amendment dated the 9<sup>th</sup> day of November, 2009, which was recorded on the 16<sup>th</sup> day of November, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676692; the Eleventh Amendment dated the 15<sup>th</sup> day of April, 2010, which was recorded on the 26<sup>th</sup> day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679246, The Copper Point Restrictions and First Addition to Copper Point Restrictions and all amendments thereto are hereinafter described as the "Restrictions"; and

WHEREAS, the Restrictions cover all Lots and Outlots within the Copper Point Subdivision and the First Addition, Second Addition, Third Addition and Fourth Addition to Copper Point Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A attached hereto; and

WHEREAS, Article XXIII(b) of the Restrictions provides that the Declarant, J. Adams Investments, LLC, has the sole right to amend the Restrictions; and

WHEREAS, the Declarant desires to amend the Restrictions as follows:

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point are hereby amended as follows:

1. The following language shall be added as Article XXIV, Section F.(vii): Each Lot owner shall promptly pay, when due, all general and special assessments levied by the Association against such owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any definquent assessment(s). All assessments shall become due as the Association may determine appropriate (in a lump sum.) Time is of the essence with respect to all payments.

All co-owners of a Lot shall be jointly and severally liable for all general and special assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise.)

All general and special assessments which are not paid when due: shall bear interest at eighteen percent (18%) per annum until the assessment is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Association by suit against the Lot owner, by foreclosure or the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin.

### 2. Paragraph (2) of Article XIV shall be deleted.

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

IN WITNESS WHEREOF, this Amendment to the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is executed by the Declarant as of the day and year first written above.

(Declarant)

J. Adams Investments, LLC

Brad Paylosti , Member

#### ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF JUNEAU

This instrument was acknowledged before me on 4/20/2010 by Brad Pawlogki, Member of J. Adams Investments, LLC.

WISCONS IN THE PROPERTY AND THE PROPERTY

Notary Public, State of Wisconsin

My commission expires: 3/14/2014

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

### EXHIBIT A LEGAL DESCRIPTION OF COPPER POINT

Lot 1 through Lot 12 inclusive and Outlot 1 of the Town of Germantown Plat of Copper Point. Filed on the 10th day of January, 2005 in Volume 11 of Plats at Pages 26-28 as Document Number 637732, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 13 through Lot 130 inclusive and Outlot 2 through Outlot 15 inclusive of First Addition to Copper Point. Filed on the 10th day of September, 2007 in Volume 12 of Plats at Pages 1-8 as Document Number 661141, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 131 through Lot 158 inclusive and Outlot 16 and Outlot 17 of Second Addition to Copper Point. Filed on the 25th day of September, 2008 in Volume 12 of Plats at Pages 26-29 as Document Number 668711, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 and Lot 2 of Juneau County Certified Survey Map Number 3914. Filed on the 30th day of January, 2008 in Volume 17 of CSM at Page 85 as Document Number 664111, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1, Lot 2 and Outlot 1 of Juneau County Certified Survey Map Number 4022. Filed on the 22nd day of April, 2009 in Volume 18 of CSM at Page 9 as Document Number 672690, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 and Lot 2 of Juneau County Certified Survey Map Number 4029. Filed on the 26th day of June, 2009 in Volume 18 of CSM at Page 16 as Document Number 674121, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map Number 4030. Filed on the 29th day of June, 2009 in Volume 18 of CSM at Page 17 as Document Number 674131, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 159 through Lot 184 inclusive of Third Addition to Copper Point. Filed on the 31st day of July, 2009 in Volume 12 of Plats at Pages 32-35 as Document Number 674787, located in the Town of Germantown, Juneau County, Wisconsin.

Lots 185 through 192 inclusive of the Fourth Addition to Copper Point as recorded in Volume 12 of Plats on Pages 38-40 as Document Number 679041. Located in the Town of Germantown, Juneau County, Wisconsin.

Outlot 1 of Juneau County Certified Survey Map Number 4070. Filed on the 18th day of December, 2009 in Volume 18 of CSM at Page 57 as Document Number 677252, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map Number 4079. Filed on the 4th day of February, 2010 in Volume 18 of CSM at Page 66 as Document Number 677925, located in the Town of Germantown, Juneau County, Wisconsin.

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THIRTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIRST ADDITION TO COPPER POINT

**Document Number** 

Title of Document

**DOCUMENT # 681125** 

kec-orded

Aug. 11,2010 AT 03:15PM

CHRISTIE BENDER

REGISTER OF DEEDS

JUNEAU CO., WI

Fee Amount:

130.00

fotal Pages 6

INDEXING COMPLETED

Record this document with the Register of Deeds

Name and Return Address:

P.U.

MSA Professional Services, Inc P. O. Box 349 Friendship, WI. 53934

(Parcel Identification Number)

## AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIRST ADDITION TO COPPER POINT

This Amendment to Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is made this 3rd day of August, 2010.

### RECITALS

WHEREAS, the Copper Point Declaration of Covenants, Conditions and Restrictions dated the 7th day of January, 2005, were recorded on the 10th day of January, 2005, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 637733; and

WHEREAS, the Restrictions were amended and supplemented by the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point dated the 13<sup>th</sup> day of September, 2007, which were recorded on the 13<sup>th</sup> day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661253; an Amendment dated the 26<sup>th</sup> day of September, 2007, which was recorded on the 27th day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661538; the Second Amendment dated the 5<sup>th</sup> day of October, 2007, which was recorded on the 5<sup>th</sup> day of October. 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661798; the Third Amendment dated the 9th day of October, 2007, which was recorded on the 9th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661877; the Fourth Amendment dated the 9<sup>th</sup> day of October, 2007, which was recorded on the 9<sup>th</sup> day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661878; the Fifth Amendment dated the 18th day of June, 2008, which was recorded on the 19th day of June, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 666915; the Sixth Amendment dated the 19<sup>th</sup> day of November, 2008, which was recorded on the 21st day of November, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669706; the Seventh Amendment dated the 3<sup>rd</sup> day of August, 2009 which was recorded on the 3<sup>rd</sup> day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674810; the Eighth Amendment dated the 5<sup>th</sup> day of August, 2009, which was recorded on the 5th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674872; the Ninth Amendment dated the 5th day of August, 2009, which was recorded on the 5th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674873; the Tenth Amendment dated the 9th day of November, 2009, which was recorded on the 16th day of November, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676692; the Eleventh Amendment dated the 15<sup>th</sup> day of April, 2010, which was recorded on the 26<sup>th</sup> day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679246; the Twelfth Amendment dated the 26<sup>th</sup> day of April, 2010, which was recorded on the 27<sup>th</sup> day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679268; The Copper Point Restrictions and First Addition to Copper Point Restrictions and all amendments thereto as set forth above are hereinafter described as the "Restrictions"; and

WHEREAS, the Restrictions cover all Lots and Outlots within the Copper Point Subdivision and the First Addition, Second Addition, Third Addition and Fourth Addition to Copper Point Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A attached hereto; and

WHEREAS, Article XXIII(b) of the Restrictions provides that the Declarant, J. Adams Investments, LLC, has the sole right to amend the Restrictions; and

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point are hereby amended as follows:

1. The following language shall be added to the end of Article II:

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

- (a) The term of any such lease shall not be less than sixty (60) days;
- (b) The lease contains a statement obligating all tenants to abide by the Declaration of Restrictions, the Articles or Incorporation, and the Bylaws, and all rules and regulations of the Association and providing that the lease is subject and subordinate to the same;
- (c) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and all rules and regulations of the Association shall be enforceable by the Association as a third-party beneficiary to the Lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws, and the rules and regulations of the Association, the right to evict the tenant or terminate the Lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation; and
- (d) A true and complete copy of the Lease shall be provided to the Association at least ten (10) days prior to execution so that the Association can confirm that the Lease meets the requirements of this section.

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

<u>Timeshare ownership.</u> Fractional share ownership or any similar concepts are strictly prohibited.

IN WITNESS WHEREOF, this Amendment to the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is executed by the Declarant as of the day and year first written above.

(Declarant)

J. Adams Investments, LLC

Bear Paulosvi

\_, Member

### **ACKNOWLEDGMENT**

STATE OF WISCONSIN COUNTY OF JUNEAU

Notary Public, State of Wisconsin

My commission expires: 4.28.2013

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

### EXHIBIT A LEGAL DESCRIPTION OF COPPER POINT

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Lot 1 and Lot 2 of Juneau County Certified Survey Map Number 4029. Filed on the 26th day of June, 2009 in Volume 18 of CSM at Page 16 as Document Number 674121, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map Number 4030. Filed on the 29th day of June, 2009 in Volume 18 of CSM at Page 17 as Document Number 674131, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 159 through Lot 184 inclusive of Third Addition to Copper Point. Filed on the 31st day of July, 2009 in Volume 12 of Plats at Pages 32-35 as Document Number 674787, located in the Town of Germantown, Juneau County, Wisconsin.

Lots 185 through 192 inclusive of the Fourth Addition to Copper Point as recorded in Volume 12 of Plats on Pages 38-40 as Document Number 679041. Located in the Town of Germantown, Juneau County, Wisconsin.

Outlot 1 of Juneau County Certified Survey Map Number 4070. Filed on the 18th day of December, 2009 in Volume 18 of CSM at Page 57 as Document Number 677252, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map Number 4079. Filed on the 4th day of February, 2010 in Volume 18 of CSM at Page 66 as Document Number 677925, located in the Town of Germantown, Juneau County, Wisconsin.

FOURTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIRST ADDITION TO COPPER POINT

Document Number

Title of Document

DOCUMENT # 684410

RECORDED

CHRISCLE SENCER

CHRISCLE SENCER

REGISTER OF DEFDS

JUNEAU CO., WI

FEE OMOUNT: \$30,80

OTAL PROSES: 18

INDEXING COMPLETED

Record this document with the Register of Deeds

Name and Return Address:

MSA Professional Services, Inc P. O. Box 349 Friendship, Wl. 53934

(Parcel Identification Number)

## AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIRST ADDITION TO COPPER POINT

This Amendment to Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is made this 9<sup>th</sup> day of September, 2010.

#### RECITALS

WHEREAS, the Copper Point Declaration of Covenants, Conditions and Restrictions dated the 7th day of January, 2005, were recorded on the 10th day of January, 2005, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 637733; and

WHEREAS, the Restrictions were amended and supplemented by the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point dated the 13th day of September, 2007, which were recorded on the 13th day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661253; an Amendment dated the 26<sup>th</sup> day of September, 2007, which was recorded on the 27th day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661538; the Second Amendment dated the 5th day of October, 2007, which was recorded on the 5th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661798; the Third Amendment dated the 9th day of October, 2007, which was recorded on the 9th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661877; the Fourth Amendment dated the 9th day of October, 2007, which was recorded on the 9<sup>th</sup> day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661878; the Fifth Amendment dated the 18th day of June, 2008, which was recorded on the 19th day of June, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 666915; the Sixth Amendment dated the 19th day of November. 2008, which was recorded on the 21st day of November, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669706; the Seventh Amendment dated the 3<sup>rd</sup> day of August, 2009 which was recorded on the 3rd day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674810; the Eighth Amendment dated the 5<sup>th</sup> day of August, 2009, which was recorded on the 5th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674872; the Ninth Amendment dated the 5th day of August, 2009, which was recorded on the 5th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674873; the Tenth Amendment dated the 9th day of November, 2009, which was recorded on the 16th day of November, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676692; the Eleventh Amendment dated the 15th day of April, 2010, which was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679246; the Twelfth Amendment dated the 26th day of April, 2010, which was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679268; the Thirteenth Amendment dated the 3<sup>rd</sup> day of August, 2010, which was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681125; The Copper Point Restrictions and First Addition to Copper Point Restrictions and all amendments thereto as set forth above are hereinafter described as the "Restrictions"; and

WHEREAS, the Restrictions cover all Lots and Outlots within the Copper Point Subdivision and the First Addition, Second Addition, Third Addition and Fourth Addition to Copper Point Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A and B of the Restrictions; and

WHEREAS, Article XXIII(b) of the Restrictions provides that the Declarant, J. Adams Investments, LLC. has the sole right to amend the Restrictions and to add additional land to the Restrictions; and

WHEREAS, the Declarant desires to submit additional lands to the Restrictions as set forth in this Amendment.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point are hereby amended as follows:

1. The real estate described on Exhibit A attached hereto and further described on the Final Plat of the Fifth Addition to Copper Point attached hereto as Exhibit B (the "Fifth Addition") is subject to the terms of the Declaration of Restrictions, and Lots 193 through 204 inclusive, as set forth therein are subject to the Declaration of Restrictions, and all purchasers and their successors of any portion of the Fifth Addition, and each and every conveyance of any portion of the Fifth Addition will be subject to the Declaration of Restrictions.

IN WITNESS WHEREOF, this Amendment to the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is executed by the Declarant as of the day and year first written above.

(Declarant)

J. Adams Investments, LLC

Member

### ACKNOWLEDGMENT

STATE OF WISCONSIN **COUNTY OF JUNEAU** 

acknowledged before This was me instrument Brad Pauloski , Member of J. Adams Investments, LLC.

on Jan 14, 2011 by



Hours & Exploss

Notary Public, State of Wisconsin
My commission expires: Qug 10, 2014

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

### EXHIBIT A LEGAL DESCRIPTION OF FIFTH ADDITION TO COPPER POINT

Lots 193 through 204 inclusive of the Fifth Addition to Copper Point as recorded in Volume 12 of Plats on Pages 47-49 as Document Number 681680. Located in the Northeast Quarter of the Northeast Quarter of Section 19, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

# EXHIBIT B FINAL PLAT OF FIFTH ADDITION TO COPPER POINT (See attached Plat as the next page)

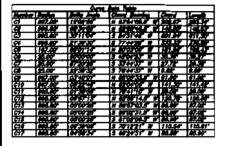
### SISTE ADDITION TO COPPER POINT

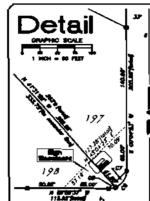
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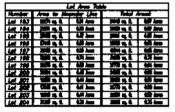
Lecated in the Northeast Quarter of the Northeast Quarter of Section 19, Township 17 North,
Range 4 East, Town of Germantown, Juneau County, Misconein.
Including Lat 2 of Juneau County Certified Survey Map number 3977 as recorded in
Volume 17 of C.S.M. on Page 148 as Document number 888712.

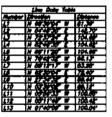
Also Including Lat 1 of Juneau County Certified Survey Map number 4092 as recorded in
Volume 18 of C.S.M. on Page 78 as Document number 679042.

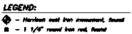












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### SISTE ADDITION TO COPPER POINT

#### A Planned Unit Development

There are no objections in this plat with support to Secs. 236 13, 236, 16, 236.29 and 236.21(1) and (21, Wis State, so provided by a. 236.12, Wis. Sem.

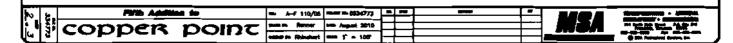
Located in the Northeast Quarter of the Mortheast Quarter of Section 19, Township 17 North, Range 4 East, Town of Germontown, Juneau County, Wisconshi, Including Lat 2 of Juneau County Certified Survey May number 3977 as recorded in Yolume 17 of C.S.M. on Page 146 as Decument number 688712.

Also including Lat 1 of Juneau County Certified Survey May number 4092 as recorded in Yolume 18 of C.S.M. on Page 79 as Document number 679042.

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### SISTB ADDITION TO COPPER DOINT

Located in the Northeast Quarter of the Northeast Quarter of Section 19, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.
Including Lat 2 of Juneau County Certified Survey Map number 3977 as recorded in Volume 17 of C.S.M. on Page 148 as Document number 688712.

Also including Lat 1 of Juneau County Certified Survey Map number 4092 as recorded in Volume 18 of C.S.M. on Page 79 as Document number 679042.

There are no objections to this plot with seapers to Sect. 236.19, 236.16, 236.20 and 236.21(1) and (2), Wis State, as provided by a. 236.12, Wis. State.						
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SURVEYOR'S CERTIFICATE:

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Document Number

FIFTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIRST ADDITION TO

COPPER POINT

Title of Document

DUCUMENT # 684424

MICHRED
February 01, 2011 2:40 PM
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REGISTER OF DEEDS JUNEAU CO., WI FEE FREUNT: \$38.60 TOTAL PROCES: 12

INDEXING COMPLETED

Record this document with the Register of Deeds

Name and Return Address:

MSA Professional Services, Inc. P. O. Box 349 Friendship, Wl. 53934

(Parcel Identification Number)

# AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIRST ADDITION TO COPPER POINT

This Amendment to Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is made this 16<sup>th</sup> day of December, 2010.

#### RECITALS

WHEREAS, the Copper Point Declaration of Covenants, Conditions and Restrictions dated the 7th day of January, 2005, were recorded on the 10th day of January, 2005, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 637733; and

WHEREAS, the Restrictions were amended and supplemented by the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point dated the 13<sup>th</sup> day of September, 2007, which were recorded on the 13<sup>th</sup> day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661253; an Amendment dated the 26<sup>th</sup> day of September, 2007, which was recorded on the 27<sup>th</sup> day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661538; the Second Amendment dated the 5<sup>th</sup> day of October, 2007, which was recorded on the 5<sup>th</sup> day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661798; the Third Amendment dated the 9<sup>th</sup> day of October, 2007, which was recorded on the 9<sup>th</sup> day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661877; the Fourth Amendment dated the 9<sup>th</sup> day of October, 2007, which was recorded on the 9<sup>th</sup> day of October, 2007, which was recorded on the 9<sup>th</sup> day of October, 2007, which was recorded on the 9<sup>th</sup> day of October, 2007, which was recorded on the 19<sup>th</sup> day of June, 2008, which was recorded on the 19<sup>th</sup> day of June, 2008, which was recorded on the 19<sup>th</sup> day of June, 2008, which was recorded on the 19<sup>th</sup> day of June, 2008, which was recorded on the 19<sup>th</sup> day of June, 2008, which Wisconsin, as Document No. 666915; the Sixth Amendment dated the 19<sup>th</sup> day of November,

2008, which was recorded on the 21st day of November, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669706; the Seventh Amendment dated the 3<sup>rd</sup> day of August, 2009 which was recorded on the 3rd day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674810; the Eighth Amendment dated the 5<sup>th</sup> day of August, 2009, which was recorded on the 5th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674872; the Ninth Amendment dated the 5th day of August, 2009, which was recorded on the 5th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674873; the Tenth Amendment dated the 9th day of November, 2009, which was recorded on the 16th day of November, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676692; the Eleventh Amendment dated the 15th day of April, 2010, which was recorded on the 26<sup>th</sup> day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679246; the Twelfth Amendment dated the 26th day of April, 2010, which was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679268; the Thirteenth Amendment dated the 3<sup>rd</sup> day of August, 2010, which was recorded on the 11<sup>th</sup> day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681125; the Fourteenth Amendment dated the 9th day of September, 2010, which was recorded on the 1st day of February, 2011, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 684410; The Copper Point Restrictions and First Addition to Copper Point Restrictions and all amendments thereto as set forth above are hereinafter described as the "Restrictions"; and

WHEREAS, the Restrictions cover all Lots and Outlots within the Copper Point Subdivision and the First Addition, Second Addition, Third Addition, Fourth Addition and Fifth

Addition to Copper Point Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A and B of the Restrictions; and

WHEREAS, Article XXIII(b) of the Restrictions provides that the Declarant, J. Adams Investments, LLC, has the sole right to amend the Restrictions and to add additional land to the Restrictions; and

WHEREAS, the Declarant desires to submit additional lands to the Restrictions as set forth in this Amendment.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point are hereby amended as follows:

1. The real estate described on Exhibit A attached hereto and further described on the Final Plat of the Sixth Addition to Copper Point attached hereto as Exhibit B (the "Sixth Addition") is subject to the terms of the Declaration of Restrictions, and Lots 205 through 229 inclusive, and Outlots 18 through 20 inclusive as set forth therein are subject to the Declaration of Restrictions, and all purchasers and their successors of any portion of the Sixth Addition, and each and every conveyance of any portion of the Sixth Addition will be subject to the Declaration of Restrictions.

IN WITNESS WHEREOF, this Amendment to the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is executed by the Declarant as of the day and year first written above.

(Declarant)

J. Adams Investments, LLC

, Member

#### **ACKNOWLEDGMENT**

STATE OF WISCONSIN **COUNTY OF JUNEAU** 

This instrument was acknowledged before me black Pauloski , Member of J. Adams Investments, LLC.

Jan 14, 2011 by

marion & Rydroff

Notary Public, State of Wisconsin
My commission expires: Qug 10, 2014

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

### EXHIBIT A LEGAL DESCRIPTION OF SIXTH ADDITION TO COPPER POINT

Lots 205 through 229 inclusive and Outlots 18 through 20 inclusive of the Sixth Addition to Copper Point as recorded in Volume 12 of Plats on Pages 50-54 as Document Number 683601. Located in the Southwest Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of Section 20, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

# EXHIBIT B FINAL PLAT OF SIXTH ADDITION TO COPPER POINT (See attached Plat as the next page)

### SIXTH ADDITION TO COPPER POINT

# Located in the Southwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 17, the Northwest Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 20, Townehip 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin. LEGEND: - Northwest Quarter of the Northwest Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter

There are no objections to this plat with respect to Sexx. 236.15, 236.16, 236.29 and 236.21(i) and (2). Wie State, as provided by a. 236.12, Wie State.

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Department of Administration

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□ - 2 1/2" G.B. round iron pipe, found

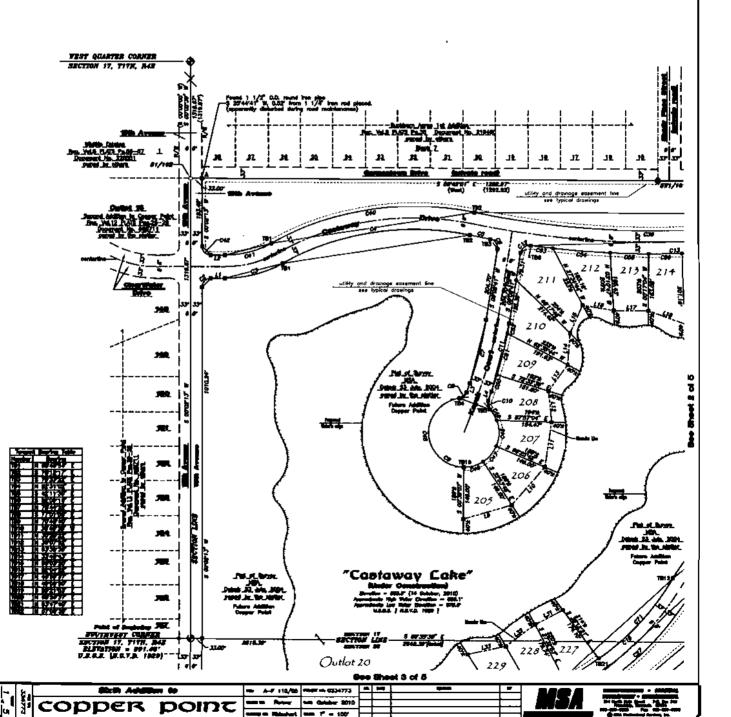
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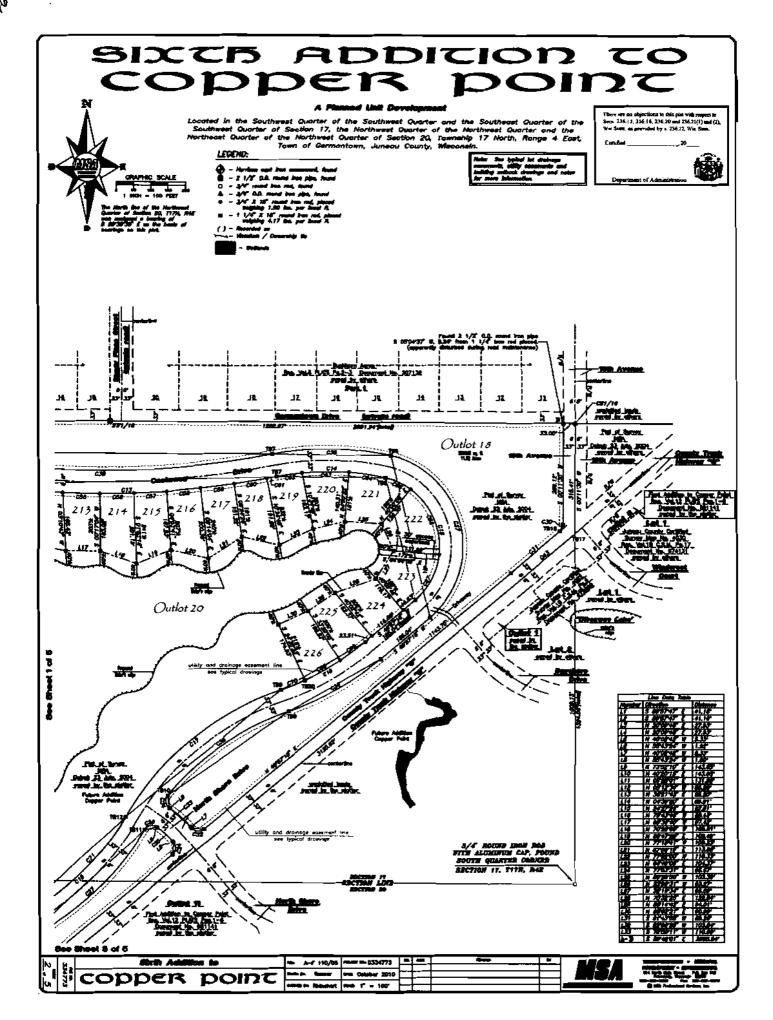
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### SIXTB ADDITION TO copper point

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Street Addition to copper point

-- Outober 2010

### SIXTB ADDITION TO COPPER DOINT

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Located in the Southwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 17, the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 20, Tompship 17 North, Ronge 4 East, Town of Germantown, Juneau County, Wisconsin.

There are no objections to this plot with respect to Sext. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis State, or provided by a 236.12, Was State.						
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#### SIXTB ADDITION TO COPPER DOIDT

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#### SURVEYOR'S CERTIFICATE:

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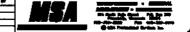
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Shrib Addition to copper point

- October 2010

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SIXTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIRST ADDITION TO COPPER POINT

Document Number

Title of Document

#### **DOCUMENT # 684557**

RECORDED

Pebruary 10, 2011 8:00 AM

CHRISTIE RENUER

REGIOTER OF DEEDS

JUNEAU CO., W)

PEE AMOUNT: 1:00.00

TOTAL PAGES: 15

INDEXING COMPLETED

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)

# AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIRST ADDITION TO COPPER POINT

This Amendment to Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is made this 4th day of February, 2011.

#### RECITALS

WHEREAS, the Copper Point Declaration of Covenants, Conditions and Restrictions dated the 7th day of January, 2005, were recorded on the 10th day of January, 2005, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 637733; and

WHEREAS, the Restrictions were amended and supplemented by the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point dated the 13<sup>th</sup> day of September, 2007, which were recorded on the 13th day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661253; an Amendment dated the 26<sup>th</sup> day of September, 2007, which was recorded on the 27th day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661538; the Second Amendment dated the 5<sup>th</sup> day of October, 2007, which was recorded on the 5<sup>th</sup> day of October. 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661798; the Third Amendment dated the 9th day of October, 2007, which was recorded on the 9th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661877; the Fourth Amendment dated the 9th day of October, 2007, which was recorded on the 9th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661878; the Fifth Amendment dated the 18th day of June, 2008, which was recorded on the 19th day of June, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 666915; the Sixth Amendment dated the 19th day of November, 2008, which was recorded on the 21st day of November, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669706; the Seventh Amendment dated the 3<sup>rd</sup> day of August, 2009 which was recorded on the 3<sup>rd</sup> day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674810; the Eighth Amendment dated the 5<sup>th</sup> day of August, 2009, which was recorded on the 5th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674872; the Ninth Amendment dated the 5th day of August, 2009, which was recorded on the 5th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674873; the Tenth Amendment dated the 9th day of November, 2009, which was recorded on the 16th day of November, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676692; the Eleventh Amendment dated the 15<sup>th</sup> day of April, 2010, which was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679246; the Twelfth Amendment dated the 26th day of April, 2010, which was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679268; the Thirteenth Amendment dated the 3<sup>rd</sup> day of August, 2010, which was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681125; the Fourteenth Amendment dated the 9th day of September, 2010, which was recorded on the 1<sup>st</sup> day of February, 2011, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 684410; the Fifteenth Amendment dated the 16th day of December, 2010, which was recorded on the 1st day of February, 2011, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 684424; The Copper Point Restrictions and First Addition to Copper Point Restrictions and all amendments thereto as set forth above are hereinafter described as the "Restrictions"; and

WHEREAS, the Restrictions cover all Lots and Outlots within the Copper Point Subdivision and the First Addition, Second Addition, Third Addition, Fourth Addition, Fifth Addition and Sixth Addition to Copper Point Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A and B of the Restrictions; and

WHEREAS, Article XXIII(b) of the Restrictions provides that the Declarant, J. Adams Investments, LLC, has the sole right to amend the Restrictions and to add additional land to the Restrictions; and

WHEREAS, the Declarant desires to submit additional lands to the Restrictions as set forth in this Amendment.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point are hereby amended as follows:

1. The real estate described on Exhibit A attached hereto and further described on the Final Plat of the Seventh Addition to Copper Point attached hereto as Exhibit B (the "Seventh Addition") is subject to the terms of the Declaration of Restrictions, and Lots 230 through 282 inclusive, and Outlots 21 through 23 inclusive as set forth therein are subject to the Declaration of Restrictions, and all purchasers and their successors of any portion of the Seventh Addition, and each and every conveyance of any portion of the Seventh Addition will be subject to the Declaration of Restrictions.

IN WITNESS WHEREOF, this Amendment to the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is executed by the Declarant as of the day and year first written above.

(Declarant)

J. Adams Investments, LLC

By: 27

, Member

#### ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF JUNEAU

This instrument was acknowledged before me on <u>2-5-2011</u> by Brad Pouloski, Member of J. Adams Investments, LLC.

Notary Public, State of Wisconsin

My commission expires: August 10, 2014

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



### EXHIBIT A LEGAL DESCRIPTION OF SEVENTH ADDITION TO COPPER POINT

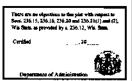
Lots 230 through 282 inclusive and Outlots 21 through 23 inclusive of the Seventh Addition to Copper Point as recorded in Volume 12 of Plats on Pages 55-62 as Document Number 684556. Located in the Southwest Quarter of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter of Section 17, the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 19, the Northwest Quarter of Section 20, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

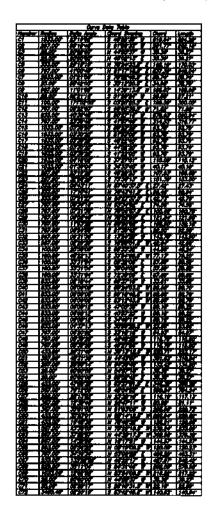
# EXHIBIT B FINAL PLAT OF SEVENTH ADDITION TO COPPER POINT (See attached Plat as the next page)

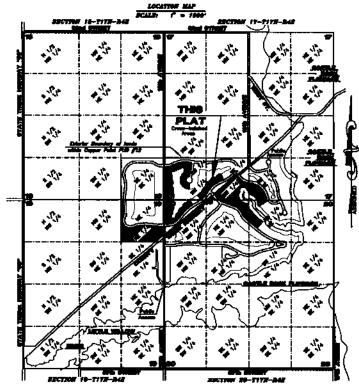
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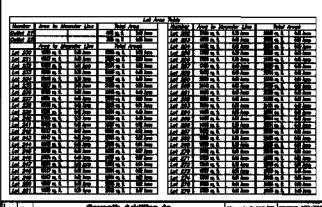
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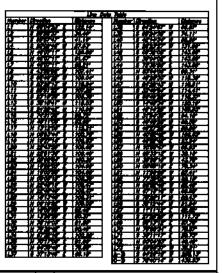




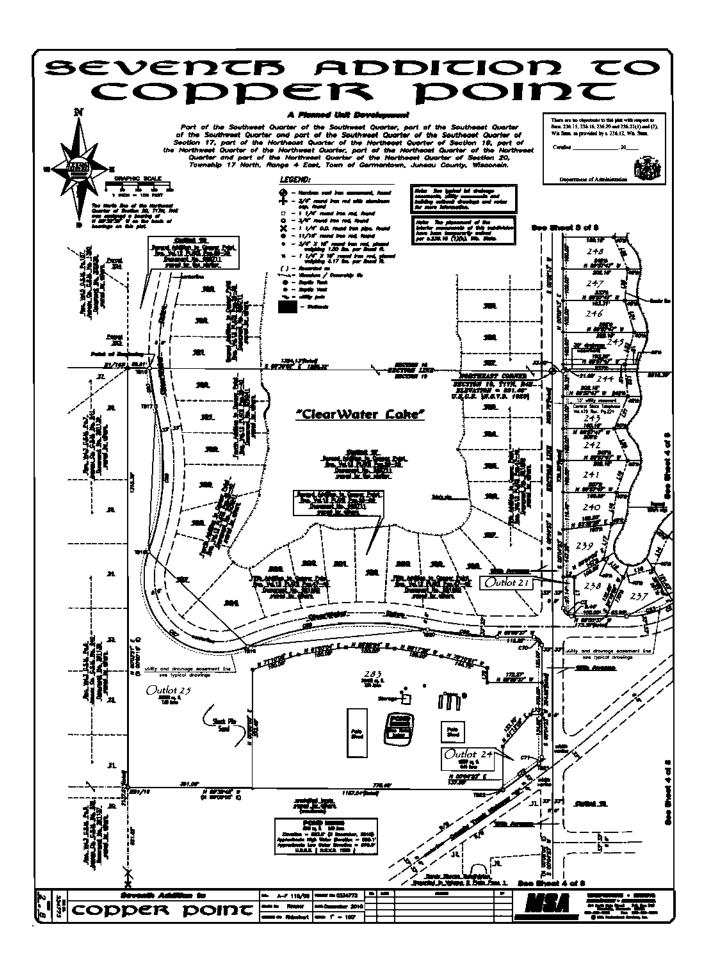


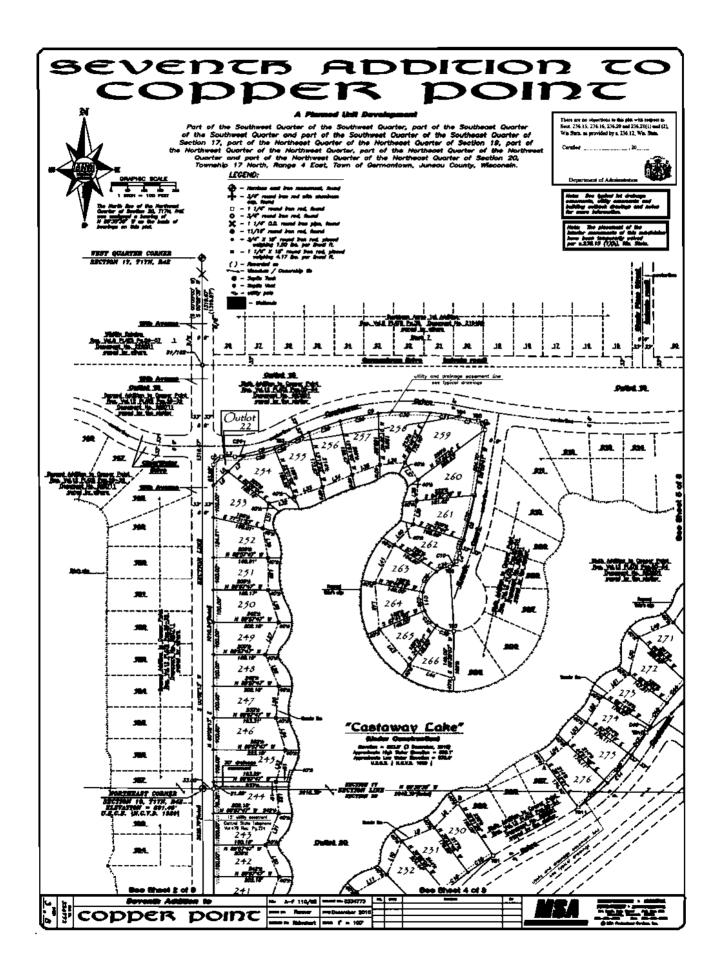


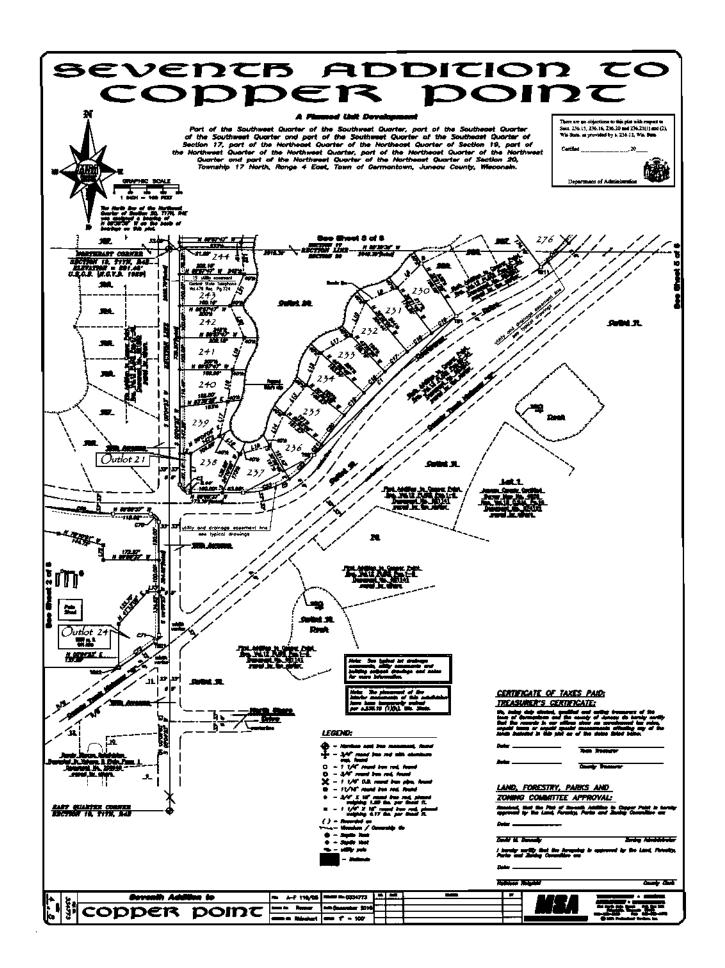


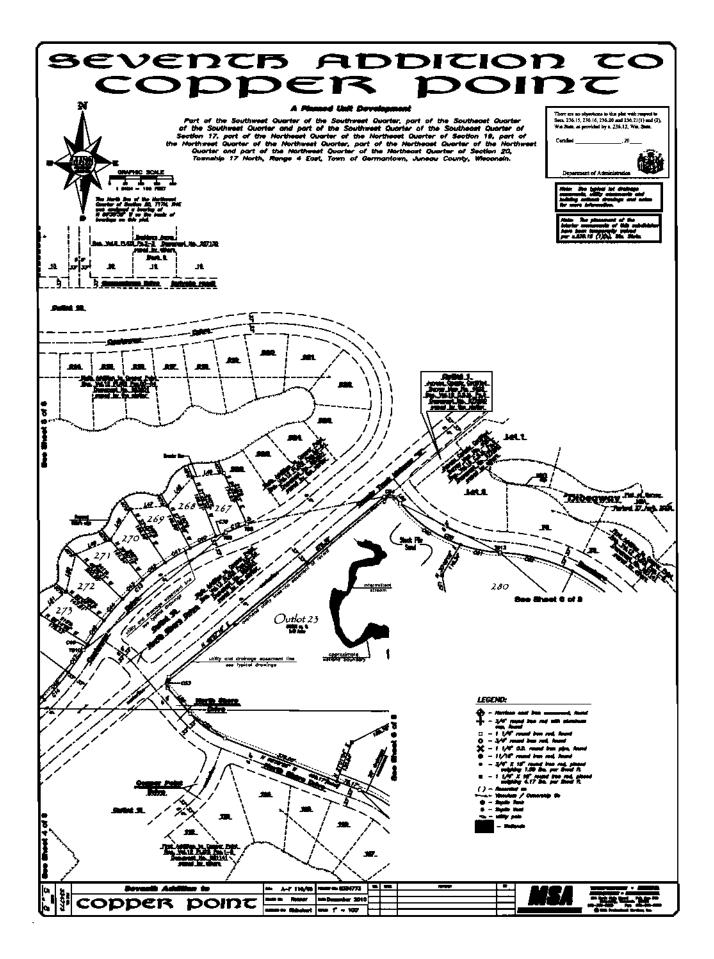


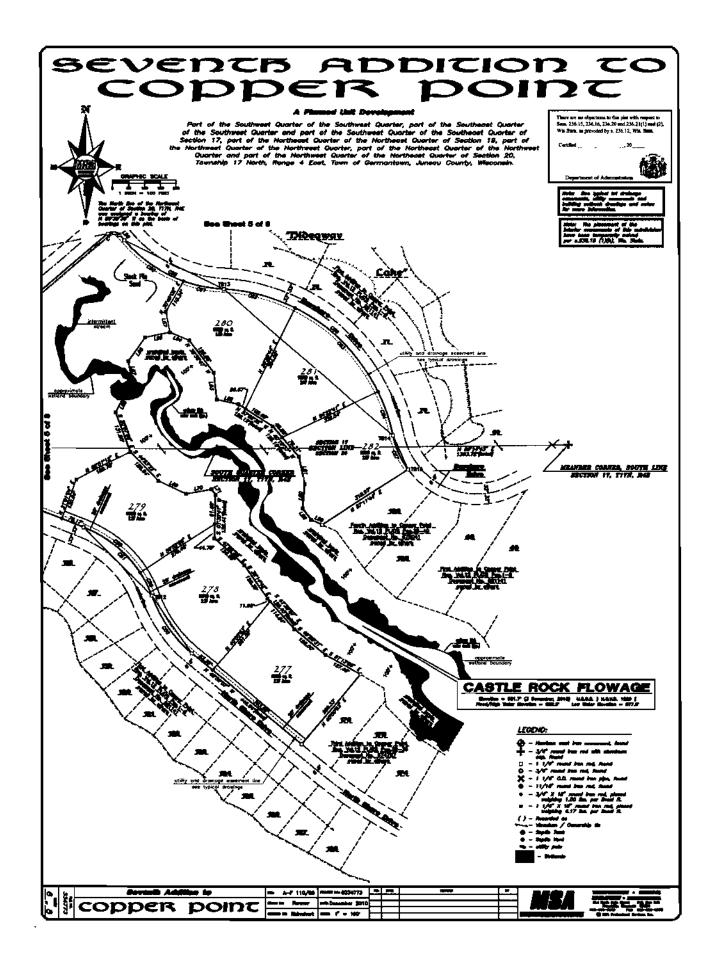
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# SEVENTS ADDITION TO COPPER POINT

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SEVENTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIRST ADDITION TO COPPER POINT

Document Number

Title of Document

#### **DOCUMENT # 687435**

RECORDED
Suptember 07, 2001 1:30 PM
CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI
FEL EMMOUNT: \$30,00
TOTAL PAGES: 15

INDEXING COMPLETED

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)

# SEVENTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIRST ADDITION TO COPPER POINT

This Seventeenth Amendment to Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is made this 7th day of September, 2011.

#### RECITALS

WHEREAS, the Copper Point Declaration of Covenants, Conditions and Restrictions dated the 7th day of January, 2005, were recorded on the 10th day of January, 2005, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 637733; and

WHEREAS, the Restrictions were amended and supplemented by the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point dated the 13<sup>th</sup> day of September, 2007, which were recorded on the 13th day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661253; an Amendment dated the 26<sup>th</sup> day of September, 2007, which was recorded on the 27th day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661538; the Second Amendment dated the 5<sup>th</sup> day of October, 2007, which was recorded on the 5<sup>th</sup> day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661798; the Third Amendment dated the 9th day of October, 2007, which was recorded on the 9th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661877; the Fourth Amendment dated the 9<sup>th</sup> day of October, 2007, which was recorded on the 9th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661878; the Fifth Amendment dated the 18th day of June, 2008, which was recorded on the 19th day of June, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 666915; the Sixth Amendment dated the 19th day of November, 2008, which was recorded on the 21st day of November, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669706; the Seventh Amendment dated the 3<sup>rd</sup> day of August, 2009 which was recorded on the 3<sup>rd</sup> day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674810; the Eighth Amendment dated the 5<sup>th</sup> day of August, 2009, which was recorded on the 5th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674872; the Ninth Amendment dated the 5<sup>th</sup> day of August, 2009, which was recorded on the 5<sup>th</sup> day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674873; the Tenth Amendment dated the 9th day of November, 2009, which was recorded on the 16th day of November, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676692; the Eleventh Amendment dated the 15<sup>th</sup> day of April, 2010, which was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679246; the Twelfth Amendment dated the 26th day of April, 2010, which was recorded on the 27<sup>th</sup> day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679268; the Thirteenth Amendment dated the 3<sup>rd</sup> day of August, 2010, which was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681125; the Fourteenth Amendment dated the 9th day of September, 2010, which was recorded on the 1st day of February, 2011, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 684410; the Fifteenth Amendment dated the 16th day of December, 2010, which was recorded on the 1st day of February, 2011, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 684424; the Sixteenth Amendment dated the 4th day of February, 2011, which was recorded on the 10th day of February, 2011, with the Register of Deeds for Juneau County, Wisconsin, as Document No.

684557; The Copper Point Restrictions and First Addition to Copper Point Restrictions and all amendments thereto as set forth above are hereinafter described as the "Restrictions"; and

WHEREAS, the Restrictions cover all Lots and Outlots within the Copper Point Subdivision, the First Addition, Second Addition, Third Addition, Fourth Addition, Fifth Addition, Sixth Addition and select Lots and Outlots within the Seventh Addition to Copper Point Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A and B of the Restrictions; and

WHEREAS, Article XXIII(b) of the Restrictions provides that the Declarant, J. Adams Investments, LLC, has the sole right to amend the Restrictions; and

WHEREAS, the Declarant desires to amend the Restrictions to allow redivision or subdivision of previously combined lots, subject additional lots to the Restrictions, reserve easements, amend and update Article III, amend and update Article V of the Restrictions as set forth in this Amendment and as otherwise provided herein; and

WHEREAS, the Declarant has recorded the Plat of the Eighth Addition to Copper Point Subdivision which is a replat of Lots 277, 278, 279, 280, 281 and 282 of the Seventh Addition to Copper Point as recorded in Volume 12 of Plats on Pages 55-62 as Document No. 684556 and Lot 1 of Juneau County Certified Survey Map Number 4030 as recorded in Volume 18 of CSM on Page 17 as Document Number 674131. The Eighth Addition to Copper Point creates Lots 284 through 307 inclusive as shown on Exhibit B attached hereto; and

WHEREAS, the Declarant has developed Sunfish Lake as shown on Exhibit B hereto, and desires to amend the Restrictions to restrict the use of Sunfish Lake and provide for additional covenants and restrictions relating to Lots 302 through 307 inclusive of the Eighth Addition to Copper Point (the "Sunfish Lake Lot Owners").

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

- The restriction prohibiting the re-division or subdividing of Lot 1 of Juneau County Certified Survey Map Number 4030 as recorded in Volume 18 of CSM on Page 17 as Document Number 674131 is hereby deleted.
- 2. Lots 284 through 307 inclusive of the Eighth Addition to Copper Point as recorded in Volume 12 of Plats on Page 63-66 as Document Number 687072 and shown on Exhibit B attached hereto are hereby subject to the Restrictions. As shown on the Plat of the Eighth Addition to Copper Point, all utility and drainage easements that were located along the lot lines of Lots 61, 62 and 63 of the First Addition to Copper Point as recorded in Volume 12 of Plats on Pages 1-8 as Document No. 661141, are hereby terminated and released. Each Lot Owner in the Eighth Addition shall be responsible for any and all costs and expenses associated with relocating utility services, utility pedestals, or easements therefore to alternate locations within their Lot.
- Sunfish Lake as shown on the Plat of the Eighth Addition to Copper Point, 3. attached as Exhibit B hereto is established for the sole benefit of and exclusive use of Sunfish Lake Lot Owners. No other Lot Owners in Copper Point or any Addition to Copper Point Subdivision shall have access or the right to use Sunfish Lake other than the Sunfish Lake Lot Owners. Notwithstanding any provision to the contrary contained in the Restrictions, in addition to any general and special assessments, the Sunfish Lake Lot Owners shall be solely responsible for all expenses associated with maintaining, improving, policing and preserving Sunfish Lake, and shall pay any assessments levied by the Owner's Association All general covenants and restrictions contained in the therefore. Restrictions that obligate the owners of Lots abutting lakes and ponds within the Subdivision, including without limitation, the general maintenance, day-to-day sand maintenance, and lake and pond liability restrictions shall apply to the Sunfish Lake Lot Owners. In the event any Lot Owner fails to perform his or her required maintenance and other obligations as set forth in the Restrictions, within thirty days after receipt of written demand from the Owner's Association, the Owner's Association shall have the right to perform the repair, replacement and/or maintenance, and, in such event, the Association shall be entitled to assess the costs thereof to the Lot Owner, which cost shall become a lien against the Lot Owner's Lot until paid. The Declarant and Owner's Association hereby reserve a permanent right-of-way and easement (in areas intended to cause the least disruption as possible to the Lots) over and across the Lots abutting the lakes and ponds for the purpose of maintaining the lakes

and ponds as described in the Restrictions. The maintenance of the lakes and ponds is at the discretion of the Declarant during the period of Declarant control of the Association.

- 4. The Declarant, J. Adams Investments, LLC, as owner hereby reserves unto themselves the South 60 feet of the West 25 feet of Lot 238 of the Seventh Addition to Copper Point as recorded in Volume 12 of Plats on Pages 55-62 as Document Number 684556 as an easement for the construction and maintenance of an entrance monument/sign.
- 5. Article III Amendment to Minimum Square Footage of Residential Dwelling. All previously stated references to Minimum Square Footage of Residential Dwellings and minimum basement exposure are deleted in their entirety and replaced with the following:

"Dwellings must have the following: (i) a minimum footprint of living area, above grade, as set forth below, and a maximum of 2500 square feet of living area. The maximum area does not apply to the Lots that abut the 100 foot strip (Castle Rock waterfront lot); and (ii) a minimum eight foot exposed basement except as set forth below, all of which shall be faced in stone, cultured stone, brick, or similar materials subject to the approval of the Architectural Control Committee."

Town of Germantown Plat of Copper Point – Lots 2-12 = 2500 sq. ft.

First Addition to Copper Point – Lots 13, 16-24, 28-30 and 48-54 = 2500 sq. ft.

CSM 3914 - Lots 1 and 2 = 2500 sq. ft

First Addition to Copper Point – Lots 42-45, 65-73, 78, 84-130 = 1500 sq. ft.

CSM 4022 - Lots 1 and 2 = 1500 sq. ft

CSM 4029 - Lots 1 and 2 = 1500 sq. ft

CSM 4030 - Lot 1 = 1000 sq. ft

CSM 4079 - Lot 1 = 1500 sq. ft

Second Addition to Copper Point – Lots 131-158 = 1000 sq. ft.

Third Addition to Copper Point – Lots 159-162 = 2000 sq. ft.

Third Addition to Copper Point – Lots 163-168 and 177-184 = 2500 sq. ft.

Third Addition to Copper Point – Lots 169-176 = 1500 sq. ft.

Fourth Addition to Copper Point – Lots 185-186 = 1500 sq. ft.

Fourth Addition to Copper Point – Lots 187-192 = 1000 sq. ft.

Fifth Addition to Copper Point – Lots 193-204 = 1000 sq. ft.

Sixth Addition to Copper Point – Lots 205-229 = 1000 sq. ft.

Seventh Addition to Copper Point – Lots 230-276 = 1000 sq. ft.

Eighth Addition to Copper Point – Lots 284-301 = 1200 sq. ft.

Eighth Addition to Copper Point – Lots 302-307 = 1000 sq. ft.

First Addition to Copper Point – Lots 65-73, 84-130 = minimum nine foot exposed basement

CSM 4022 - Lots 1 and 2 = minimum nine foot exposed basement

6. <u>Article V - Amendment to Building Location.</u> All of Article V <u>Building Location</u> on page 8 of the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point recorded as Document Number 661253 is deleted in its entirety and replaced with the following:

"All buildings shall be located on their respective lots in accordance with the applicable state, county or township regulations, ordinances or laws which shall supersede any provisions contained herein. In addition, no building or other structure permitted under the terms of this agreement shall be located closer than the setbacks as contained in the recorded plats of Copper Point and any Addition thereto."

IN WITNESS WHEREOF, this Seventeenth Amendment to the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is executed by the Declarant as of the day and year first written above.

(Declarant)

J. Adams Investments, LLC

By: Brad Pauloski, Me

, Member

#### **ACKNOWLEDGMENT**

STATE OF WISCONSIN COUNTY OF JUNEAU

This instrument was acknowledged before me on <u>09.07.2011</u> by <u>Brad Payloski</u>, Member of J. Adams Investments, LLC.

NOTA A WISCONSTITUTED TO WISCO

Notary Public, State of Wisconsin

My commission expires:

4,

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

## EXHIBIT A LEGAL DESCRIPTION OF COPPER POINT

Lot 1 through Lot 12 inclusive and Outlot 1 of the Town of Germantown Plat of Copper Point. Filed on the 10<sup>th</sup> day of January, 2005 in Volume 11 of Plats at Pages 26-28 as Document Number 637732, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 13 through Lot 130 inclusive and Outlot 2 through Outlot 15 inclusive of First Addition to Copper Point. Filed on the 10<sup>th</sup> day of September, 2007 in Volume 12 of Plats at Pages 1-8 as Document Number 661141, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 and Lot 2 of Juneau County Certified Survey Map Number 3914. Filed on the 30<sup>th</sup> day of January, 2008 in Volume 17 of CSM at Page 85 as Document Number 664111, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 131 through Lot 158 inclusive and Outlot 16 and Outlot 17 of Second Addition to Copper Point. Filed on the 25<sup>th</sup> day of September, 2008 in Volume 12 of Plats at Pages 26-29 as Document Number 668711, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1, Lot 2 and Outlot 1 of Juneau County Certified Survey Map Number 4022. Filed on the 22<sup>nd</sup> day of April, 2009 in Volume 18 of CSM at Page 9 as Document Number 672690, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 and Lot 2 of Juneau County Certified Survey Map Number 4029. Filed on the 26<sup>th</sup> day of June, 2009 in Volume 18 of CSM at Page 16 as Document Number 674121, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map Number 4030. Filed on the 29<sup>th</sup> day of June, 2009 in Volume 18 of CSM at Page 17 as Document Number 674131, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 159 through Lot 184 inclusive of the Third Addition to Copper Point. Filed on the 31<sup>st</sup> day of July, 2009 in Volume 12 of Plats at Pages 32-35 as Document Number 674787, located in the Town of Germantown, Juneau County, Wisconsin.

Outlot 1 of Juneau County Certified Survey Map Number 4070. Filed on the 18<sup>th</sup> day of December, 2009 in Volume 18 of CSM at Page 57 as Document Number 677252, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map Number 4079. Filed on the 4<sup>th</sup> day of February, 2010 in Volume 18 of CSM at Page 66 as Document Number 677925, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 185 through Lot 192 inclusive of the Fourth Addition to Copper Point. Filed on the 14<sup>th</sup> day of April, 2010 in Volume 12 of Plats at Pages 38-40 as Document Number 679041, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 193 through Lot 204 inclusive of the Fifth Addition to Copper Point. Filed on the 9<sup>th</sup> day of September, 2010 in Volume 12 of Plats at Pages 47-49 as Document Number 681680, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 205 through Lot 229 inclusive and Outlot 18, Outlot 19 and Outlot 20 of the Sixth Addition to Copper Point. Filed on the 16<sup>th</sup> day of December, 2010 in Volume 12 of Plats at Pages 50-54 as Document Number 683601, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 230 through Lot 282 inclusive and Outlot 21 through Outlot 23 inclusive of the Seventh Addition to Copper Point. Filed on the 10<sup>th</sup> day of February, 2011 in Volume 12 of Plats at Pages 55-62 as Document Number 684556, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 284 through Lot 307 inclusive of the Eighth Addition to Copper Point. Filed on the 12<sup>th</sup> day of August, 2011 in Volume 12 of Plats at Page 63-66 as Document Number 687072, located in the Town of Germantown, Juneau County, Wisconsin.

#### 5

# EXHIBIT B FINAL PLAT OF EIGHTH ADDITION TO COPPER POINT (See attached Plat as the next page)

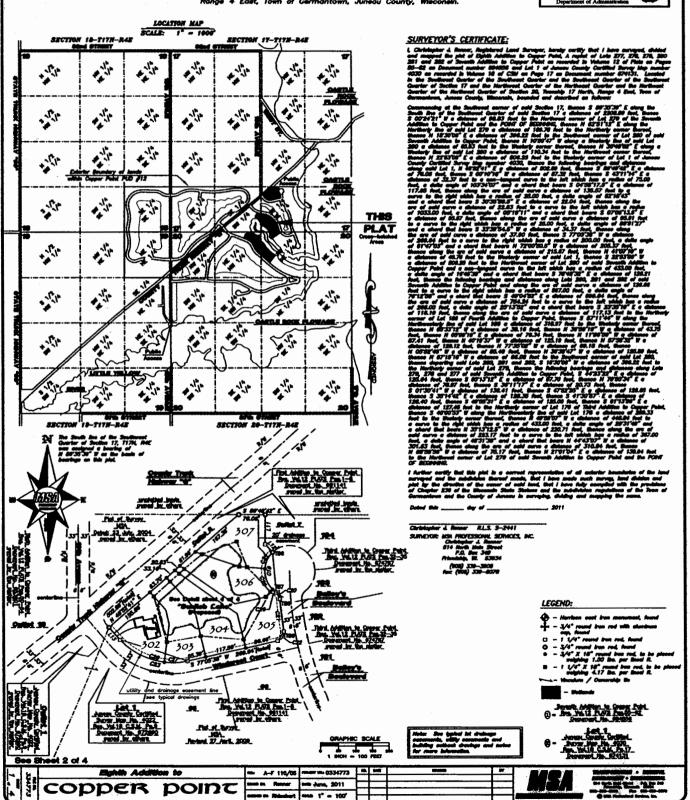
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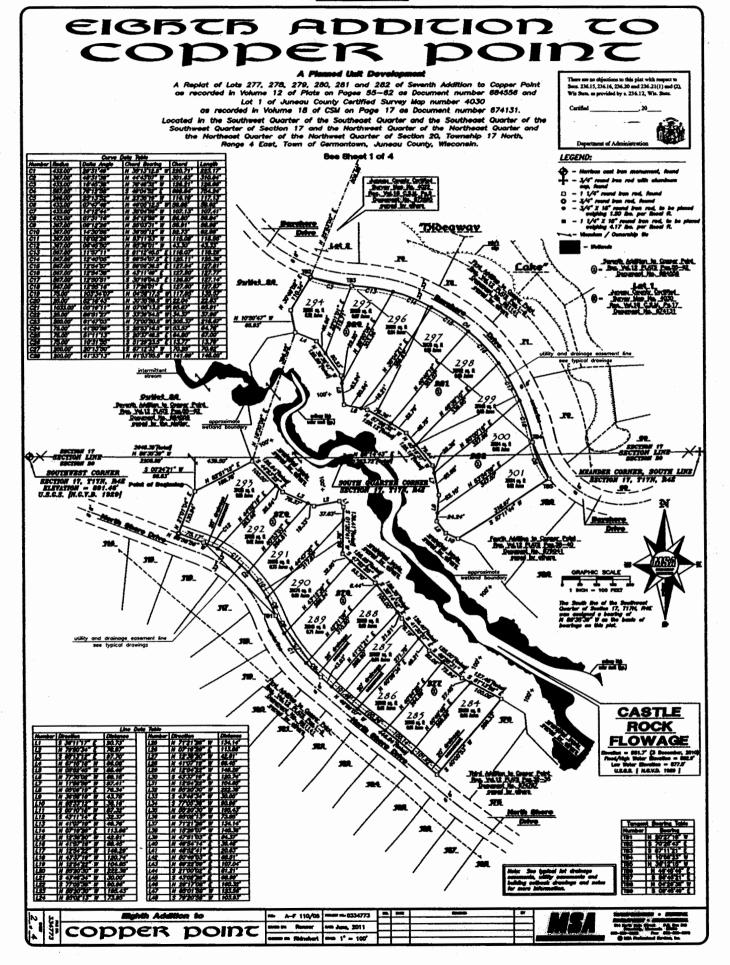
A Planned Unit Development

A Replat of Lote 277, 278, 279, 280, 281 and 282 of Seventh Addition to Copper Point as recorded in Volume 12 of Plats on Pages 55—62 as Document number 884558 and Lot 1 of Juneau County Certified Survey Map number 4030 as recorded in Volume 18 of CSM on Page 17 as Document number 674131.

Located in the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 17 and the Northwest Quarter of the Northeast Quarter and the Northwest Quarter of Section 20, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconein.

There are no objections to this plus with suspect to Secs. 254.15, 234.16, 234.20 and 234.21(1) and (2), Win State. as provided by a. 234.12, Win. State. 





#### EIGHTH ADDITION TO DOINT copper

A Replat of Lots 277, 278, 279, 280, 281 and 282 of Seventh Addition to Copper Point as recorded in Volume 12 of Plats on Pages 55-62 as Document number 684556 and Lot 1 of Juneau County Certified Survey Map number 4030 as recorded in Volume 18 of CSM on Page 17 as Document number 874131.

Located in the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 17 and the Northwest Quarter of the Northwest Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 20, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wesonelin.



## CORPORATE OWNER'S CERTIFICATE OF DEDICATION: restments, Limited Liability Company, a corporation dely arga under and by white of the laws of the State of Messach, have breaky swifty that said corporation caused the land J. Adomy Investments, LLC. e/o Bred P. Perkedd P.O. Sur 1027 conein Replés, M. 84465-1027 And P. Andrew Authorized Representative \_ ~~\_ or to be the person who associal the foregoing below ledged the serie.

NER / SUBCHIDE: J. JONES INVESTIGNES, L.L.C.
u/o Brud and Pel Reviews
P.C. Bus 1007
Misconais Reptis, M. 54465-1027
(902) 365-3140
Auc (902) 365-4141

# TYPICAL LOT BUILDING SETEACKS per 3.08 Town of Germanium Zoning Ordinance et\_al. NOT TO SCALE

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TYPICAL LOT BUILDING SETMONS

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	ANTOWN PLANNING COMMISSION: In fees herely artily that the Past of Byths to and herely in approved in compliance with a Subdivision and Zentry Ordinance.  Zentry Administrator

#### EASEMENT / RESTRICTION RELEASE BY APPROVAL AUTHORITY:

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#### EIGHTH ADDITION TO POINT copper

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## Detail

GRAPHIC SCALE



301 303 - A-F 110/05 - 0334773 copper point

EIGHTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIRST ADDITION TO COPPER POINT

**Document Number** 

Title of Document

#### **DOCUMENT # 703654**

RECORDED
May 05, 2014 2:35 PM
CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI
FEE AMDUNT: \$30,00
TOTAL PAGES: 13

## INDEXING COMPLETED

Record this document with the Register of Deeds

Name and Return Address:

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

(Parcel Identification Number)

20

#### EIGHTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIRST ADDITION TO COPPER POINT

This Eighteenth Amendment to Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is made this 28th day of April, 2014.

#### RECITALS

WHEREAS, the Copper Point Declaration of Covenants, Conditions and Restrictions dated the 7th day of January, 2005, were recorded on the 10th day of January, 2005, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 637733; and

WHEREAS, the Restrictions were amended and supplemented by the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point dated the 13th day of September, 2007, which were recorded on the 13th day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661253; an Amendment dated the 26<sup>th</sup> day of September, 2007, which was recorded on the 27th day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661538; the Second Amendment dated the 5th day of October, 2007, which was recorded on the 5th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661798; the Third Amendment dated the 9th day of October, 2007, which was recorded on the 9th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661877; the Fourth Amendment dated the 9th day of October, 2007, which was recorded on the 9th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661878; the Fifth Amendment dated the 18th day of June, 2008, which was recorded on the 19th day of June, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 666915; the Sixth Amendment dated the 19th day of November, 2008, which was recorded on the 21st day of November, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669706; the Seventh Amendment dated the 3<sup>rd</sup> day of August, 2009 which was recorded on the 3<sup>rd</sup> day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674810; the Eighth Amendment dated the 5th day of August, 2009, which was recorded on the 5th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674872; the Ninth Amendment dated the 5th day of August, 2009, which was recorded on the 5th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674873; the Tenth Amendment dated the 9th day of November, 2009, which was recorded on the 16th day of November, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676692; the Eleventh Amendment dated the 15th day of April, 2010, which was recorded on the 26<sup>th</sup> day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679246; the Twelfth Amendment dated the 26th day of April, 2010, which was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679268; the Thirteenth Amendment dated the 3<sup>rd</sup> day of August, 2010, which was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681125; the Fourteenth Amendment dated the 9th day of September, 2010, which was recorded on the 1st day of February, 2011, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 684410; the Fifteenth Amendment dated the 16th day of December, 2010, which was recorded on the 1st day of February, 2011, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 684424; the Sixteenth Amendment dated the 4th day of February, 2011, which was recorded on the 10th day of February, 2011, with the Register of Deeds for Juneau County, Wisconsin, as Document No.

684557; the Seventeenth Amendment dated the 7<sup>th</sup> day of September, 2011, which was recorded on the 7<sup>th</sup> day of September, 2011, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 687435; The Copper Point Restrictions and First Addition to Copper Point Restrictions and all amendments thereto as set forth above are hereinafter described as the "Restrictions"; and

WHEREAS, the Restrictions cover all Lots and Outlots within the Copper Point Subdivision, the First Addition, Second Addition, Third Addition, Fourth Addition, Fifth Addition, Sixth Addition, select Lots and Outlots within the Seventh Addition and all lots within the Eight Addition to Copper Point Subdivisions located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A attached hereto and incorporated herein by reference (Subject Property); and

WHEREAS, Article XXIII(b) of the Restrictions provides that the Declarant, J. Adams Investments, LLC, has the sole right to amend the Restrictions; and

WHEREAS, the second page and Article XXIII of the Restrictions provides that the Declarant or its Affiliates have the sole right to subject to the Declaration the Expansion Property as well as other lands acquired by the Declarant or Declarant's affiliates and to grant the owners of lots in the Declarant's or its Affiliates' other developments the right to use certain Outlots located in the Copper Point Subdivisions (Subject Property); and

WHEREAS, Castle Rock Waterfront Group, LLC; Rock Island Lake Investments, LLC; Copper Point Investments, LLC; Pavloski Farms, LLC and Castle Rock 15th Ave, LLC are Affiliates of the Declarant ("Declarant's Affiliate"), and are the owners of Additional Expansion Property described on Exhibit B ("Additional Expansion Property") attached hereto; and

WHEREAS, the Declarant and Declarant's Affiliates will be platting in the future the Additional Expansion Property described on Exhibit B and desire to allow the Lot Owners of these Subdivision Plats to access and use the clubhouse, pool, volleyball court, playground, tennis court, basketball court, putting green, pond, beach, and parking areas ("Clubhouse

Amenities") located on Outlot 11 of First Addition to Copper Point Subdivision; and

WHEREAS, the Declarant and Declarant's Affiliates hereby declare that the Lot Owners in the Additional Expansion Property when platted shall have the right to use the Clubhouse Amenities located on Outlot 11 of First Addition to Copper Point Subdivision, and further declare that each Lot Owner in the Additional Expansion Property shall pay their pro rata share of all assessments associated with the maintenance and repair of the Clubhouse Amenities.

WHEREAS, the Declarant desires to identify the "Additional Expansion Property" as described in Exhibit B and amend the Restrictions as set forth in this Amendment.

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

1. The Declarant and Declarant's Affiliates hereby declare that the Lot Owners in the Additional Expansion Property when platted shall have the right to use the Clubhouse Amenities located on Outlot 11 of First Addition to Copper Point Subdivision. Each Lot Owner therein shall pay their pro rata share of all assessments associated with the maintenance and repair of the Clubhouse Amenities. Once platted and conveyed by the Declarant or Declarant's Affiliates, the Copper Point Waterfront Community Association, Ltd. shall separate the assessments associated with the Clubhouse Amenities from the general assessments of the Subdivision, and levy the pro rata portion of the Clubhouse Amenities assessments against all Lot Owners. The real estate described on Exhibit B attached hereto is hereby subjected to the terms of the Declaration of Covenants, Conditions and Restrictions for the First Addition of Copper Point as set forth herein with regard to the Clubhouse Amenities, and all purchasers and their successors of any portion of the Additional Expansion Property, and each and every conveyance of any portion of the Additional Expansion Property will be subject to the terms of this Amendment.

## 2. <u>Article XXIV 3.B. – Amendment to Docks, Stairways, Watercraft and Storage.</u>

The following language shall be added to the end of Article XXIV 3.B. "5. <u>Boat lifts.</u> All boat slips shall be required to install and make use of a boat lift to prevent damage to the docks."

IN WITNESS WHEREOF, this Eighteenth Amendment to the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is executed by the Declarant and Declarant's Affiliates as of the day and year first written above.

(Declarant)

J. Adams Investments, LLC

 $\mathbf{B}\mathbf{y}$ 

Brad Pavloski, Member

#### ACKNOWLEDGMENT

STATE OF WISCONSIN)

) ss

COUNTY OF JUNEAU )

This instrument was acknowledged before me on <u>May 5,2014</u> by Brad Pavloski, Member of J. Adams Investments, LLCulling OHER .....

Christopher J. Renner

Notary Public, State of Wisconsin

My commission expires: January 23, 2018

#### Castle Rock Waterfront Group, LLC

By:

Brad Pavloski, Member

#### **ACKNOWLEDGMENT**

STATE OF WISCONSIN)

) ss

COUNTY OF JUNEAU )

This instrument was acknowledged before me on MAY 5, ZOI4 by Brad Pavloski, Member of Castle Rock Waterfront Group, LLC

Christopher J. Renner

PUBLIC

Notary Public, State of Wisconsin

OF WISCONNING

OF WISCONNING

Take Investments, L

Rock Island Lake Investments, LLC

Brad Pavloski, Member

#### **ACKNOWLEDGMENT**

STATE OF WISCONSIN)

) ss

COUNTY OF JUNEAU )

This instrument was acknowledged before me on May 5, 2014 by Brad Pavloski, Member of Rock Island Lake Investments, International PHER AND PHER AND PHER AND PUBLIC P

Christopher J. Renner

Notary Public, State of Wisconsin

My commission expires: January 23, 2018

#### Copper Point Investments, LLC

By:

Brad Pavloski, Member

#### ACKNOWLEDGMENT

STATE OF WISCONSIN)

) ss

COUNTY OF JUNEAU )

This instrument was acknowledged before me on MAYS, 2014 by Brad Pavloski, Member of

Copper Point Investments, LLC

hristopher J. Renner

Natary Public, State of Wisconsin

My commission expires: January 23, 2018

Pavloski Farms, LLC

By:

Brad Pavloski, Member

#### ACKNOWLEDGMENT

STATE OF WISCONSIN)

) ss

COUNTY OF JUNEAU )

This instrument was acknowledged before me on May 5, 2014 by Brad Pavloski, Member of ki Farms, LLC.

NOTARY

PUBLIC

Christopher J. Renner

Notary Public, State of Wisconsin

My commission expires: January 23, 2018

Pavloski Farms, LLC.

Castle Rock 15<sup>th</sup> Ave, LLC

Brad Pavloski, Member

#### ACKNOWLEDGMENT

STATE OF WISCONSIN) ) ss

COUNTY OF JUNEAU )

This instrument was acknowledged before me on MAY 5, 2014 by Brad Pavloski, Member of Castle Rock 15th Ave, LLC.

Christopher Renner

PUBLIC Christopher Renner

PUBLIC Christopher Renner

PUBLIC Christopher Renner

Public State of Wisconsin

OF WISCONIII My commission expires: January 23, 2018

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

# EXHIBIT A LEGAL DESCRIPTION OF COPPER POINT SUBJECT PROPERTY

Lot 1 through Lot 12 inclusive and Outlot 1 of the Town of Germantown Plat of Copper Point. Filed on the 10<sup>th</sup> day of January, 2005 in Volume 11 of Plats at Pages 26-28 as Document Number 637732, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 13 through Lot 130 inclusive and Outlot 2 through Outlot 15 inclusive of First Addition to Copper Point. Filed on the 10<sup>th</sup> day of September, 2007 in Volume 12 of Plats at Pages 1-8 as Document Number 661141, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 and Lot 2 of Juneau County Certified Survey Map Number 3914. Filed on the 30<sup>th</sup> day of January, 2008 in Volume 17 of CSM at Page 85 as Document Number 664111, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 131 through Lot 158 inclusive and Outlot 16 and Outlot 17 of Second Addition to Copper Point. Filed on the 25<sup>th</sup> day of September, 2008 in Volume 12 of Plats at Pages 26-29 as Document Number 668711, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1, Lot 2 and Outlot 1 of Juneau County Certified Survey Map Number 4022. Filed on the 22<sup>nd</sup> day of April, 2009 in Volume 18 of CSM at Page 9 as Document Number 672690, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 and Lot 2 of Juneau County Certified Survey Map Number 4029. Filed on the 26<sup>th</sup> day of June, 2009 in Volume 18 of CSM at Page 16 as Document Number 674121, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map Number 4030. Filed on the 29<sup>th</sup> day of June, 2009 in Volume 18 of CSM at Page 17 as Document Number 674131, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 159 through Lot 184 inclusive of the Third Addition to Copper Point. Filed on the 31<sup>st</sup> day of July, 2009 in Volume 12 of Plats at Pages 32-35 as Document Number 674787, located in the Town of Germantown, Juneau County, Wisconsin.

Outlot 1 of Juneau County Certified Survey Map Number 4070. Filed on the 18<sup>th</sup> day of December, 2009 in Volume 18 of CSM at Page 57 as Document Number 677252, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map Number 4079. Filed on the 4<sup>th</sup> day of February, 2010 in Volume 18 of CSM at Page 66 as Document Number 677925, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 185 through Lot 192 inclusive of the Fourth Addition to Copper Point. Filed on the 14<sup>th</sup> day of April, 2010 in Volume 12 of Plats at Pages 38-40 as Document Number 679041, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 193 through Lot 204 inclusive of the Fifth Addition to Copper Point. Filed on the 9<sup>th</sup> day of September, 2010 in Volume 12 of Plats at Pages 47-49 as Document Number 681680, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 205 through Lot 229 inclusive and Outlot 18, Outlot 19 and Outlot 20 of the Sixth Addition to Copper Point. Filed on the 16<sup>th</sup> day of December, 2010 in Volume 12 of Plats at Pages 50-54 as Document Number 683601, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 230 through Lot 282 inclusive and Outlot 21 through Outlot 23 inclusive of the Seventh Addition to Copper Point. Filed on the 10<sup>th</sup> day of February, 2011 in Volume 12 of Plats at Pages 55-62 as Document Number 684556, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 284 through Lot 307 inclusive of the Eighth Addition to Copper Point. Filed on the 12<sup>th</sup> day of August, 2011 in Volume 12 of Plats at Page 63-66 as Document Number 687072, located in the Town of Germantown, Juneau County, Wisconsin.

## EXHIBIT B LEGAL DESCRIPTION OF ADDITIONAL EXPANSION PROPERTY

Part of Lot 1 of Certified Survey Map 3439, Volume 15, Page 29 as Document No. 636976 and part of Certified Survey Map 1326, Volume 5, page 103 as Document No. 298491, being part of the N ½ of the fractional SW ¼ and part of the S ½ of the fractional NW ¼ in Section 6, T17N, R4E, Town of Germantown, Juneau County, Wisconsin. Commencing at the W ¼ corner of said Section 6; thence bearing S 88-46-00 E, 61.40 feet, to the east right-of-way of S.T.H. "80" being the point of beginning. Thence along said east right-of-way bearing N 00-26-25 E, 33.19 feet; thence bearing S 88-56-36 E, 208.71 feet, thence bearing S 88-55-21 E, 1318.34 feet; thence bearing S 01-05-16 W, 32.76 feet; thence bearing S 88-55-38 E, 83.21 feet; thence bearing S 01-08-55 W, 1292.44 feet; thence bearing N 89-15-03 W, 1593.15 feet, to said east right-of-way; thence along said east right-of-way bearing N 00-24-36 E, 1301.15 feet, to the point of beginning.

Part of Outlot 1 of Certified Survey Map 3439, Volume 15, page 29 as Document No. 636976, being part of the N ½ of the fractional SW ¼ in Section 6, T17N, R4E, Town of Germantown, Juneau County, Wisconsin. Commencing at the W ¼ corner of said Section 6; thence along the north line of said fractional SW ¼ bearing S 88-56-11 E, 1737.27 feet, to the center of section being the point of beginning. Thence along the east line of said fractional SW ¼ bearing S 01-08-52 W, 1313.14 feet to forty corner; thence along the south forty line bearing N 89-15-03 W, 10.99 feet; thence bearing N 00-35-34 E 21.00 feet; thence bearing N 89-15-03 W, 54.81 feet; thence bearing N 01-08-55 E, 1292.44 feet; thence bearing S 88-59-06 E 65.98 feet, to the point of beginning.

PIN No. 29012370

A part of the fractional NW ¼; All of the NW ¼ of the NE ¼; All of the SW ¼ of the NE ¼; All in Section 6, T17N, R4E, Town of Germantown, Juneau County, Wisconsin, described as follows:

Beginning at the N ¼ corner of said Section 6; thence along the North line of the NW ¼ of the NE ¼ bearing N 89°20'54" E, 1322.73 feet, to the NE corner; thence along the East lines of the NW ¼ of the NE ¼ and the SW ¼ of the NE ¼ bearing S 01°23'07" W, 2691.20 feet to the SE corner of the SW ¼ of the NE ¼; thence along the East-West Quarter line of said Section 6 bearing N 88°56'03" W, 1306.05 feet, to the center of said Section 6; thence continued along the East-West Quarter line now bearing N 88°59'06" W, 65.98 feet; thence continued along the East-West Quarter line now bearing N 88°55'38" W, 83.21 feet; thence along a line bearing N 01°05'16" E, 32.76 feet; thence bearing N 01°03'08" E, 1524.20 feet; thence bearing N 89°45'35" W, 312.64 feet; thence bearing N 25°57'35" W, 250.00 feet; thence bearing N 09°02'25" E, 300.00 feet; thence bearing N 89°45'35" W, 1150.00 feet, to a point in the East R/W of S.T.H. "80"; thence along the said R/W line bearing N 00°14'25" E, 589.09 feet, to a point in the North line of the said fractional NW ¼ of Section 6; thence along the North line thereof bearing S 89°09'59" E, 1691.44 feet, to the point of beginning, containing 5,002,300 sq. ft. in area or 114.84 acres.

PIN Nos. 29012364, 29012365 and 29012367

The Southeast Quarter of the Southeast Quarter, Section 31, Township 18 North, Range 4 East, Town of Necedah, Juneau County, Wisconsin, Except the East ten (10) acres thereof and excepting Lot 1 of Juneau County Certified Survey Map #3289 as recorded in Volume 14 of Certified Surveys, page 69, and excepting all lands used, deeded or platted for highway purposes. *PIN No. 290281741* 

The North One-half of the Southeast Quarter, Section 6, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, excepting therefrom the East ten (10) acres of the Northeast Quarter of the Southeast Quarter and further except highway.

AND

The East One-half of Northeast Quarter of Section 6, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, excepting therefrom the East 20.66 acres of said East One-half of the Northeast Quarter and further excepting highway.

PIN No. 29012363

The Southeast Quarter of Section 7, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin

PIN Nos. 29012439, 29012439.1, 29012440, 29012441, 29012442 and 29012442.1

The Northeast Quarter of Section 7, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, Except that part of the Northeast Quarter of the Northeast Quarter of Section 7 lying Easterly of a line that is 100 feet Westerly of and parallel with the ordinary high water mark of the Yellow River and/or Castle Rock Flowage.

PIN No. 29012375

The Southwest Quarter of the Northwest Quarter of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

AND

The Northwest Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, except highways.

PIN Nos. 29012641, 29012642 and 29012643

The South Half of the Southwest Quarter of Section 18, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING THEREFROM lands conveyed for highway purposes in Volume 159 of Deeds, on Page 673.

PIN No. 29012656

The North 200 feet of the South 840 feet of the Northwest Quarter of the Northeast Quarter of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

PIN No. 29012635.1

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NINETEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FIRST ADDITION TO COPPER POINT

**Document Number** 

Title of Document

#### DOCUMENT # 704890

RECORDED
July 29, 2014 2:25 PM
CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI
FEE AMOUNT: \$30.00
TOTAL PAGES: 13

INDEXING COMPLETED

Record this document with the Register of Deeds

Name and Return Address:

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

(Parcel Identification Number)

#### NINETEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIRST ADDITION TO COPPER POINT

This Nineteenth Amendment to Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is made this 6th day of May, 2014.

#### RECITALS

WHEREAS, the Copper Point Declaration of Covenants, Conditions and Restrictions dated the 7th day of January, 2005, were recorded on the 10th day of January, 2005, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 637733; and

WHEREAS, the Restrictions were amended and supplemented by the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point dated the 13th day of September, 2007, which were recorded on the 13th day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661253; an Amendment dated the 26<sup>th</sup> day of September, 2007, which was recorded on the 27th day of September, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661538; the Second Amendment dated the 5<sup>th</sup> day of October, 2007, which was recorded on the 5<sup>th</sup> day of October. 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661798; the Third Amendment dated the 9th day of October, 2007, which was recorded on the 9th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661877; the Fourth Amendment dated the 9th day of October, 2007, which was recorded on the 9th day of October, 2007, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 661878; the Fifth Amendment dated the 18th day of June, 2008, which was recorded on the 19th day of June, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 666915; the Sixth Amendment dated the 19th day of November,

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2008, which was recorded on the 21st day of November, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669706; the Seventh Amendment dated the 3<sup>rd</sup> day of August, 2009 which was recorded on the 3<sup>rd</sup> day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674810; the Eighth Amendment dated the 5th day of August, 2009, which was recorded on the 5th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674872; the Ninth Amendment dated the 5th day of August, 2009, which was recorded on the 5th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 674873; the Tenth Amendment dated the 9th day of November, 2009, which was recorded on the 16th day of November, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676692; the Eleventh Amendment dated the 15th day of April, 2010, which was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679246; the Twelfth Amendment dated the 26th day of April, 2010, which was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679268; the Thirteenth Amendment dated the 3<sup>rd</sup> day of August, 2010, which was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681125; the Fourteenth Amendment dated the 9th day of September, 2010, which was recorded on the 1st day of February, 2011, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 684410; the Fifteenth Amendment dated the 16th day of December, 2010, which was recorded on the 1st day of February, 2011, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 684424; the Sixteenth Amendment dated the 4th day of February, 2011, which was recorded on the 10th day of February, 2011, with the Register of Deeds for Juneau County, Wisconsin, as Document No.

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684557; the Seventeenth Amendment dated the 7<sup>th</sup> day of September, 2011, which was recorded on the 7<sup>th</sup> day of September, 2011, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 687435; and the Eighteenth Amendment dated April 28, 2014, which was recorded on the 5th day of May, 2014, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 703654. The Copper Point Restrictions and First Addition to Copper Point Restrictions and all amendments thereto as set forth above are hereinafter described as the "Restrictions"; and

WHEREAS, the Restrictions cover all Lots and Outlots within the Copper Point Subdivision, the First Addition, Second Addition, Third Addition, Fourth Addition, Fifth Addition, Sixth Addition, select Lots and Outlots within the Seventh Addition and all lots within the Eight Addition to Copper Point Subdivisions located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibits A attached hereto and incorporated herein by reference; and

WHEREAS, the second page and Article XXIII of the Restrictions provides that the Declarant or its Affiliates have the sole right to subject to the Declaration the Expansion Property as well as other lands acquired by the Declarant or Declarant's affiliates and to grant the owners of lots in the Declarant's or its Affiliates' other developments the right to use certain Outlots located in the Copper Point Subdivisions; and

WHEREAS, the Eighteenth Amendment provided in part that Castle Rock Waterfront Group, LLC; Rock Island Lake Investments, LLC; Copper Point Investments, LLC; Pavloski Farms, LLC and Castle Rock 15th Ave, LLC are Affiliates of the Declarant and are the owners of the Additional Expansion Property described on Exhibit B ("Additional Expansion Property") attached hereto; and

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WHEREAS, pursuant to the Eighteenth Amendment, the Declarant and Declarant's Affiliates will be platting in the future the Additional Expansion Property described on Exhibit B as well as other lands acquired by the Declarant or Declarant's affiliates and which will allow the Lot Owners of these Subdivision Plats to access and use the clubhouse, pool, volleyball court, playground, tennis court, basketball court, putting green, pond, beach, and parking areas ("Clubhouse Amenities") located on Outlot 11 of First Addition to Copper Point Subdivision, and that each Lot Owner in the Additional Expansion Property shall pay their pro rata share of all assessments associated with the maintenance and repair of the Clubhouse Amenities; and

WHEREAS, Article XXIII (b) of the Restrictions provides that the Declarant, J. Adams Investments, LLC, has the sole right to amend the Restrictions; and

WHEREAS, Declarant J. Adams Investments, LLC, has conveyed its interest in the remaining Lots of Copper Point to an Affiliate, Copper Point Investments, LLC by Warranty Deed dated May 5, 2014, and recorded with the Register of Deeds for Juneau County on May 6, 2014, as Document No. 703661 and will convey its interest in the outlots to Copper Point Investments, LLC and Copper Point Waterfront Community Association, Ltd; and

WHEREAS, the Declarant desires to convey its interest as Declarant under the Restrictions to Copper Point Investments, LLC, as Successor Declarant, and amend the Restrictions as set forth in this Amendment.

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

1. J. Adams Investments, LLC hereby transfers and conveys to Copper Point Investments, LLC ("Successor Declarant") all of its rights, duties, and obligations as Declarant or Developer under the Restrictions. J. Adams Investments, LLC further conveys and transfers to Successor Declarant all easements reserved unto itself contained in the Restrictions or any plat of the Subdivision. Successor Declarant's authority shall include, without limitation, the right to appoint, remove, and replace the members of the Architectural Control Committee pursuant to Article VII of the Restrictions. Successor

Declarant shall have the right to assign and transfer its rights as Successor Declarant and Developer to an affiliate.

2. Article XXIII of the Restrictions entitled "Declarant's Rights" shall be deleted and replaced with the following:

#### **DEVELOPER'S RIGHTS**

Successor Declarant or its affiliates ("Affiliates") have acquired or may acquire in the future other lands in the vicinity of this Subdivision which are not legally described herein. Successor Declarant and its Affiliates shall have the express right, but not the obligation, to develop all or part of the lands in the area, in such a manner as to create an integrated development with this Subdivision. To accomplish that purpose, Successor Declarant and its Affiliates shall have the express right, without the necessity of obtaining the approval of the Owner's Association or any Lot Owner, to do any or all of the following:

- a. Grant easements for the use, and establish requirements for the maintenance of, common Outlots and/or other common areas such that the Owners of Lots in all of the developments have the full right of access to and use of common Outlots and/or other common areas, and the Owners of all Lots share equally in the maintenance expenses.
- b. Amend this Declaration of Restrictions so as to subject any or all of said additional lands to this Declaration of Restrictions. In doing so, Successor Declarant and its Affiliates shall have the right, when required or requested by any governmental body, to establish certain provisions which may be applicable to one or more, but less than all, of the developments.
- c. Amend the Articles of Incorporation and/or By-laws of the Owner's Association so that the Owner's Association functions as the association for all of the developments.
- d. Amend the provisions hereof with respect to the Architectural Control Committee (ACC) so that there are separate ACCs for each development, or so that there is a combined ACC for some or all developments.
- 3. Section C of Article XXIV of the Restrictions entitled "Declarant Control of the Association" shall be deleted and replaced with the following:

<u>Successor Declarant Control of the Association.</u> Successor Declarant shall have the right to appoint and remove Directors of the Association and to

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exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, Bylaws, this Declaration, or the Wisconsin Nonstock Corporation Law (as amended from time to time), until the earliest of: (1) Thirty (30) days after the conveyance by Successor Declarant or its Affiliates to third party purchasers all of the Lots, Outlots, and additional lands added to this Declaration, including all Lots and Outlots added to this Declaration as set forth in Article XXIII above; or (2) Successor Declarant's election to waive its right to control the Association. Until such time as the Successor Declarant relinquishes control of the Association as described above, lots owned by Successor Declarant or its Affiliates shall be exempt from assessments for common expenses until a Lot is sold, as long as the assessment for common expenses for Lots not owned by the Successor Declarant or its Affiliates do not exceed the amount of projected assessments contained in the last adopted budget. Until the last day of the month during which the Successor Declarant turns over control of the Association to the Lot owners, the Successor Declarant shall be responsible for and pay common expenses in excess of the assessments payable by Lot owners under this formula. After the Successor Declarant turns over control of the Association to the Lot owners, the Successor Declarant and its Affiliates shall pay its share of Association assessments in the same manner as other Lot owners but only as to those platted Lots which have been subjected to this Declaration. The Successor Declarant's and its Affiliates liability for Association assessments as provided above shall be effective on the first day of the month after the month during which the Successor Declarant turns over control of the Association to the Lot owners.

4. The Successor Declarant and its Affiliates shall further have the right to grant to the Lot Owners in any future expansion of the Subject Property, in addition to Declarant's Rights under Article XXIII, the right when platted to use the Clubhouse Amenities located on Outlot 11 of First Addition to Copper Point Subdivision. Each Lot Owner therein shall pay their pro rata share of all assessments associated with the maintenance and repair of the Clubhouse Amenities. Once platted and conveyed by the Successor Declarant or its Affiliates, the Copper Point Waterfront Community Association, Ltd. may separate the assessments associated with the Clubhouse Amenities from the general assessments of the Subdivision, and may levy the pro rata portion of the Clubhouse Amenities assessments against all Lot Owners.

(Signature pages follow)

IN WITNESS WHEREOF, this Nineteenth Amendment to the Declaration of Covenants, Conditions and Restrictions for the First Addition to Copper Point is executed by the Declarant and Successor Declarant as of the day and year first written above.

(Declarant)

J. Adams Investments, LLC

Brad Payloski, Member

#### **ACKNOWLEDGMENT**

STATE OF WISCONSIN)

) ss

COUNTY OF JUNEAU

On this **28<sup>TH</sup>** day of July, 2014, before me appeared Brad Pavloski, Member of J. Adams Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.

Christopher J. Renner

Notary Public, State of Wisconsin

My commission expires: January 23, 2018

(Successor Declarant)

Copper Point Investments, LLC

By:

Brad Pavloski, Member

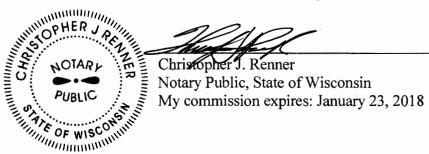
#### **ACKNOWLEDGMENT**

STATE OF WISCONSIN)

) ss

COUNTY OF JUNEAU )

On this **28<sup>TH</sup>** day of July, 2014, before me appeared Brad Pavloski, Member of Copper Point Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



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

# EXHIBIT A LEGAL DESCRIPTION OF COPPER POINT SUBJECT PROPERTY

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Lot 1 through Lot 12 inclusive and Outlot 1 of the Town of Germantown Plat of Copper Point. Filed on the 10<sup>th</sup> day of January, 2005 in Volume 11 of Plats at Pages 26-28 as Document Number 637732, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 13 through Lot 130 inclusive and Outlot 2 through Outlot 15 inclusive of First Addition to Copper Point. Filed on the 10<sup>th</sup> day of September, 2007 in Volume 12 of Plats at Pages 1-8 as Document Number 661141, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 and Lot 2 of Juneau County Certified Survey Map Number 3914. Filed on the 30<sup>th</sup> day of January, 2008 in Volume 17 of CSM at Page 85 as Document Number 664111, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 131 through Lot 158 inclusive and Outlot 16 and Outlot 17 of Second Addition to Copper Point. Filed on the 25<sup>th</sup> day of September, 2008 in Volume 12 of Plats at Pages 26-29 as Document Number 668711, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1, Lot 2 and Outlot 1 of Juneau County Certified Survey Map Number 4022. Filed on the 22<sup>nd</sup> day of April, 2009 in Volume 18 of CSM at Page 9 as Document Number 672690, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 and Lot 2 of Juneau County Certified Survey Map Number 4029. Filed on the 26<sup>th</sup> day of June, 2009 in Volume 18 of CSM at Page 16 as Document Number 674121, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 159 through Lot 184 inclusive of the Third Addition to Copper Point. Filed on the 31<sup>st</sup> day of July, 2009 in Volume 12 of Plats at Pages 32-35 as Document Number 674787, located in the Town of Germantown, Juneau County, Wisconsin.

Outlot 1 of Juneau County Certified Survey Map Number 4070. Filed on the 18<sup>th</sup> day of December, 2009 in Volume 18 of CSM at Page 57 as Document Number 677252, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map Number 4079. Filed on the 4<sup>th</sup> day of February, 2010 in Volume 18 of CSM at Page 66 as Document Number 677925, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 185 through Lot 192 inclusive of the Fourth Addition to Copper Point. Filed on the 14<sup>th</sup> day of April, 2010 in Volume 12 of Plats at Pages 38-40 as Document Number 679041, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 193 through Lot 204 inclusive of the Fifth Addition to Copper Point. Filed on the 9<sup>th</sup> day of September, 2010 in Volume 12 of Plats at Pages 47-49 as Document Number 681680, located in the Town of Germantown, Juneau County, Wisconsin.

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Lot 205 through Lot 229 inclusive and Outlot 18, Outlot 19 and Outlot 20 of the Sixth Addition to Copper Point. Filed on the 16<sup>th</sup> day of December, 2010 in Volume 12 of Plats at Pages 50-54 as Document Number 683601, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 230 through Lot 282 inclusive and Outlot 21 through Outlot 23 inclusive of the Seventh Addition to Copper Point. Filed on the 10<sup>th</sup> day of February, 2011 in Volume 12 of Plats at Pages 55-62 as Document Number 684556, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 284 through Lot 307 inclusive of the Eighth Addition to Copper Point. Filed on the 12<sup>th</sup> day of August, 2011 in Volume 12 of Plats at Page 63-66 as Document Number 687072, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map Number 4212. Filed on the 21<sup>st</sup> day of February, 2012 in Volume 19 of CSM at Page 9 as Document Number 690132, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map Number 4214. Filed on the 22<sup>nd</sup> day of February, 2012 in Volume 19 of CSM at Page 11 as Document Number 690190, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map Number 4261. Filed on the 29<sup>th</sup> day of October, 2012 in Volume 19 of CSM at Page 58 as Document Number 694796, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map Number 4270. Filed on the 19<sup>th</sup> day of November, 2012 in Volume 19 of CSM at Page 67 as Document Number 695198, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map Number 4272. Filed on the 26<sup>th</sup> day of November, 2012 in Volume 19 of CSM at Page 69 as Document Number 695325, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map Number 4275. Filed on the 11<sup>th</sup> day of December, 2012 in Volume 19 of CSM at Page 72 as Document Number 695643, located in the Town of Germantown, Juneau County, Wisconsin.

## EXHIBIT B LEGAL DESCRIPTION OF ADDITIONAL EXPANSION PROPERTY

Part of Lot 1 of Certified Survey Map 3439, Volume 15, Page 29 as Document No. 636976 and part of Certified Survey Map 1326, Volume 5, page 103 as Document No. 298491, being part of the N ½ of the fractional SW ¼ and part of the S ½ of the fractional NW ¼ in Section 6, T17N, R4E, Town of Germantown, Juneau County, Wisconsin. Commencing at the W ¼ corner of said Section 6; thence bearing S 88-46-00 E, 61.40 feet, to the east right-of-way of S.T.H. "80" being the point of beginning. Thence along said east right-of-way bearing N 00-26-25 E, 33.19 feet; thence bearing S 88-56-36 E, 208.71 feet, thence bearing S 88-55-21 E, 1318.34 feet; thence bearing S 01-05-16 W, 32.76 feet; thence bearing S 88-55-38 E, 83.21 feet; thence bearing S 01-08-55 W, 1292.44 feet; thence bearing N 89-15-03 W, 1593.15 feet, to said east right-of-way; thence along said east right-of-way bearing N 00-24-36 E, 1301.15 feet, to the point of beginning.

Part of Outlot 1 of Certified Survey Map 3439, Volume 15, page 29 as Document No. 636976, being part of the N ½ of the fractional SW ¼ in Section 6, T17N, R4E, Town of Germantown, Juneau County, Wisconsin. Commencing at the W ¼ corner of said Section 6; thence along the north line of said fractional SW ¼ bearing S 88-56-11 E, 1737.27 feet, to the center of section being the point of beginning. Thence along the east line of said fractional SW ¼ bearing S 01-08-52 W, 1313.14 feet to forty corner; thence along the south forty line bearing N 89-15-03 W, 10.99 feet; thence bearing N 00-35-34 E 21.00 feet; thence bearing N 89-15-03 W, 54.81 feet; thence bearing N 01-08-55 E, 1292.44 feet; thence bearing S 88-59-06 E 65.98 feet, to the point of beginning.

PIN No. 29012370

A part of the fractional NW ¼; All of the NW ¼ of the NE ¼; All of the SW ¼ of the NE ¼; All in Section 6, T17N, R4E, Town of Germantown, Juneau County, Wisconsin, described as follows:

Beginning at the N ¼ corner of said Section 6; thence along the North line of the NW ¼ of the NE ¼ bearing N 89°20'54" E, 1322.73 feet, to the NE corner; thence along the East lines of the NW ¼ of the NE ¼ and the SW ¼ of the NE ¼ bearing S 01°23'07" W, 2691.20 feet to the SE corner of the SW ¼ of the NE ¼; thence along the East-West Quarter line of said Section 6 bearing N 88°56'03" W, 1306.05 feet, to the center of said Section 6; thence continued along the East-West Quarter line now bearing N 88°59'06" W, 65.98 feet; thence continued along the East-West Quarter line now bearing N 88°55'38" W, 83.21 feet; thence along a line bearing N 01°05'16" E, 32.76 feet; thence bearing N 01°03'08" E, 1524.20 feet; thence bearing N 89°45'35" W, 312.64 feet; thence bearing N 25°57'35" W, 250.00 feet; thence bearing N 09°02'25" E, 300.00 feet; thence bearing N 89°45'35" W, 1150.00 feet, to a point in the East R/W of S.T.H. "80"; thence along the said R/W line bearing N 00°14'25" E, 589.09 feet, to a point in the North line of the said fractional NW ¼ of Section 6; thence along the North line thereof bearing S 89°09'59" E, 1691.44 feet, to the point of beginning, containing 5,002,300 sq. ft. in area or 114.84 acres.

PIN Nos. 29012364, 29012365 and 29012367

The Southeast Quarter of the Southeast Quarter, Section 31, Township 18 North, Range 4 East, Town of Necedah, Juneau County, Wisconsin, Except the East ten (10) acres thereof and excepting Lot 1 of Juneau County Certified Survey Map #3289 as recorded in Volume 14 of Certified Surveys, page 69, and excepting all lands used, deeded or platted for highway purposes. *PIN No. 290281741* 

The North One-half of the Southeast Quarter, Section 6, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, excepting therefrom the East ten (10) acres of the Northeast Quarter of the Southeast Quarter and further except highway.

AND

The East One-half of Northeast Quarter of Section 6, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, excepting therefrom the East 20.66 acres of said East One-half of the Northeast Quarter and further excepting highway.

PIN No. 29012363

The Southeast Quarter of Section 7, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin

PIN Nos. 29012439, 29012439.1, 29012440, 29012441, 29012442 and 29012442.1

The Northeast Quarter of Section 7, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, Except that part of the Northeast Quarter of the Northeast Quarter of Section 7 lying Easterly of a line that is 100 feet Westerly of and parallel with the ordinary high water mark of the Yellow River and/or Castle Rock Flowage.

PIN No. 29012375

The Southwest Quarter of the Northwest Quarter of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

AND

The Northwest Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, except highways.

PIN Nos. 29012641, 29012642 and 29012643

The South Half of the Southwest Quarter of Section 18, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING THEREFROM lands conveyed for highway purposes in Volume 159 of Deeds, on Page 673.

PIN No. 29012656

The North 200 feet of the South 840 feet of the Northwest Quarter of the Northeast Quarter of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

PIN No. 29012635.1