

**STONE GATE LAKE
DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS**

Document Number

Title of Document

DOCUMENT # 665652

Recorded
Apr. 15, 2008 AT 01:20PM
CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI
Fee Amount: \$89.00
Total Pages 40

INDEXING
COMPLETED

THIS DECLARATION, made this 15TH day of
April, 2008, by **GREAT NORTHERN
TIMBER COMPANY, LLC**, a Wisconsin Limited Liability
Company, and **D&L LAND VENTURES, LLC**, a
Wisconsin Limited Liability Company (hereinafter
together referred to as "Declarant" or "Developer").

WITNESSETH:

WHEREAS, D&L Land Ventures, LLC is the owner
of the real property more particularly described in Exhibit
A attached hereto and made a part hereof. Great
Northern Timber Company, LLC is the owner of the real
property more particularly described in Exhibit B attached
hereto and made a part hereof. The real property
described on Exhibits A and B is together hereinafter
referred to as the "Subject Property".

WHEREAS, the Subject Property is legally described on Exhibit C and is shown on the
Final Plat marked as Exhibit D and incorporated by reference herein.

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.

Name and Return Address:

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

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 the 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.

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: boat; snowmobiles; trail bikes; travel trailers and campers; motor homes; and off road vehicles of any kind.

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. 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 shoreline stabilization measures are allowed without prior written authorization from the Architectural Control Committee and the Declarant.

No outdoor wood burning stoves are allowed.

ARTICLE III

TYPE OF MATERIAL: SIZE OF STRUCTURE

All structures erected shall be completed within one (1) year after commencement of construction. Building exterior must be of brick, stone, log, or cedar siding. Cement board siding is allow per Architectural Control Committee approval. No vinyl or aluminum siding is allowed.

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 1200 square feet and maximum of 2500 square feet above grade. Dwellings must have a 9 (nine) foot exposed basement towards the man-made lake/pond. All exposed basements must be faced in stone and approved by the Architectural Control Committee.

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 two (2)

cars. There will be no detached garages allowed unless approved by the Architectural Control Committee.

Finishes shall be of colors that are in harmony with the colors of the natural surroundings, such as those commonly referred to as "earth tones."

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 single family residence permitted under the terms of this Declaration shall be located closer than 30 feet to any public road, and 15 feet from the side yard or 10 feet from accessory buildings. No garage shall be located closer than 10 feet from the side lot line.

Dwellings must be a minimum of 75' from the ordinary high water mark of the man-made lake/pond. Please see the recorded plat for exceptions to this with particular lots.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for Stone Gate Lake 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 or members of the Declarant own a lot or lots in the subdivision or owns lands that will be incorporated into 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 VII

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 the Stone Gate Lake 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 architectural plans to 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 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 or white door trim 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 per approval by the Architectural Control Committee. If placed on a concrete slab, the slab requires approval. If covered with a gazebo type structure, the gazebo requires approval, whether or not the gazebo is permanently affixed to the ground.

ARTICLE VIII

COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

Before any construction shall be commenced on any Lot the driveway shall be rough graded in a horizontal location and with a vertical alignment as approved by the 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 six months of occupancy or within eighteen months 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.

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, soil suitability, compaction requirements and grading that Lot owner intends. Declarant hereby discloses to all purchaser's of a Lot that fill material has been added to all of the Lots in the Subdivision. Declarant makes no warranties, guarantees or representations with respect to subsoil conditions.

ARTICLE IX

DRIVEWAYS; DRIVEWAY RESTRICTIONS

The owner of each Lot shall, within six-months of the date of issuance of an occupancy permit for the construction of a residence on a Lot, install a hard surfaced concrete 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). All driveways will have a maximum 8% grade within 20 (twenty) feet of the right-of-way.

ARTICLE X

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.

ARTICLE XI

NUISANCES

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

ARTICLE XII

OUTDOOR STORAGE

No on-site un-housed 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 is not allowed.

ARTICLE XIII

SIGNS

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. The tubes must be earth tones or a color approved by the Architectural Control Committee. No telephone numbers or Real Estate Company/Individual names may be listed on the tube sign. No extension or hanging sign from the tube is permitted. Signs may be used by the Developer at the Developer's sole discretion in conjunction with Lot sales of 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 XIV

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 XV

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 mail boxes at lots throughout the development.

ARTICLE XVI

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 XVII

OUTLOT(S)

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.

ARTICLE XVIII

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 outlots and common areas, and related improvements, ponds, walking paths, fences, clubhouse and all its amenities, tennis courts, volleyball courts, playgrounds, golf 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 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 shall include, but not necessarily be limited to: preservation of the embankments; prevention of erosion above the ponds, around the ponds and downstream therefrom; dredging if and when necessary, annual treatment with algaecide chemicals and other necessary measures to reduce algae and maintain the appearance of the pond and "water color", and the annual stocking of fish. The Developer and Owner's Association hereby reserve a 25 foot wide permanent easement along the rear lot line of all lots. The maintenance of the pond is at the discretion of the Declarant during the period of Declarant control of the Association.

ARTICLE XIX

**DAY-TO-DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS, POND 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 Stone Gate Lake 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 other provisions to the contrary contained herein, 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 pond shall maintain the existing sand located on these lots. Each owner of a Lot abutting the man-made lakes/ponds shall maintain the sand within their Lot extending exactly 25 from the rear lot line. The day-to-day maintenance of the sand areas shall include the removal of all weeds and general maintenance such that the sand areas have a neat and uniform 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. Individual lot owners shall have grass planted and maintained from the rear of their house up to the sand area.

ARTICLE XX

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 Association shall have the right to adopt rules and regulations for use of the pond that apply to all Lot owners and their invitees. By purchase of a Lot in the subdivision, each Owner and its respective successors, assigns, heirs, personal representatives, and invitees hereby waive, to the fullest extent permitted by law, any and all claims for liability against the Developer, the Association, and any Lot Owners whose Lot contains a drainage easement or pond, and their respective agents, contractors, employees, officers, directors and shareholders, for injury or damage to person or property sustained in or about or resulting from the use or existence of the ponds and drainage areas. In addition, each Owner (and its successors, assigns, heirs and personal representatives, and invitees) agree to indemnify, defend and hold harmless the Developer, the Association, and any Lot Owners whose Lot contains a drainage easement or pond, and their respective agents, contractors, employees, officers, directors and shareholders, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney's fees), including those arising from any injury or damage to any person (including death) or property sustained in or about or resulting from the use or existence of the ponds or drainage areas.

ARTICLE XXI

RESERVED

ARTICLE XXII

DEVELOPER'S RIGHTS

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

- a. Grant easements for the use, and establish requirements for the maintenance of, common Outlots and/or other common areas such that the Owners of Lots in all of the developments have the full right of access to and use of common Outlots and/or other common areas, and the Owners of all Lots share equally in the maintenance expenses.
- b. Amend this Declaration of Restrictions so as to subject any or all of said additional lands to this Declaration of Restrictions. In doing so, Developer 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.

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 XXIII

STONE GATE LAKE 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, ponds, clubhouse, tennis courts, volleyball courts, playgrounds, common parking areas, street islands and subdivision entrance signage.

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

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

- A. The Association shall have the power to prepare and annually submit to its membership a budget of the expenditures, which it proposes to make for the ensuing year. Such budget shall include the expenses of maintaining, improving, policing, and preserving the Outlot(s) and all common facilities. Such budget shall also include the expenses of maintaining the organization of the Association 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.

The assessment levied under this section shall be levied at generally 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.

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 XXII 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.

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

A. Property Insurance.

1. Loss or damage by fire and other perils normally covered by the standard coverage endorsement; and
2. 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), and any other improvements owned by the Association, insuring the Association in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) covering

bodily injury, including death of one person, arising out of a single occurrence and Two Million and no/100 Dollars (\$2,000,000.00) for death or injury to more than one person arising out of a single occurrence and One Hundred Thousand and no/100 Dollars (\$100,00.00) 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 Outlot(s) and 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 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 XXIV

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 (1) an instrument signed solely by Developer until such time as Developer (including any successor Developer) conveys the last Lot to another Owner other than an assignee of or successor in interest to the Developer; or, thereafter, (2) The Association may amend, modify or supplement all or any provision of this Declaration by an affirmative vote of two-thirds of the then owners of Subject Property 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, Great Northern Timber Company, LLC, a Wisconsin limited liability company, and **D&L Land Ventures, LLC**, a Wisconsin limited liability company do hereby cause this instrument to be executed in its name on the day and year first written above.

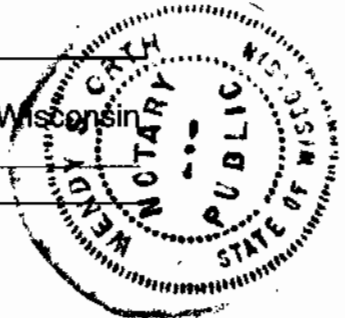
Great Northern Timber Company, LLC

By: *Brad P. Pauloski*
Brad P. Pauloski, Member

STATE OF WISCONSIN)
Adams COUNTY)^{ss}

Personally came before me this 15th day of April, 2008, the above-named BRAD PAULOSKI, a Member of Great Northern Timber Company, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Wendy S Orth
Wendy S Orth
Notary Public, Adams, Wisconsin
My commission expires
May 31, 2009



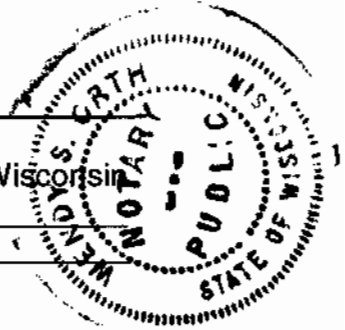
D&L Land Ventures, LLC

By: Brad P. Pavloski
Brad P. Pavloski, Member

STATE OF WISCONSIN)
Adams COUNTY)ss

Personally came before me this 15th day of April, 2008, the above-named BRAD PAVLOSKI, a Member of D&L Land Ventures, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Wendy S. Orth
Wendy S. Orth
Notary Public, Adams, Wisconsin
My commission expires May 31, 2009



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

D & L Land Ventures, L.L.C.

Parcel 1 of Juneau County Certified Survey Map No. 1654 as recorded in Volume 6 of CSM on Page 90 as Document Number 315118. Being the West Half of the Northeast Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Southwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXCEPT: The West 250 feet of the North 240 feet of the South 815 feet.

FURTHER EXCEPTING: the rights of the Wisconsin River Power Company to set the waters of the Wisconsin River back as set out in Volume 158 of Deeds, at Page 574, Juneau County Register of Deeds.

The West Half of the Southeast Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Being Lot 1 through Lot 9 inclusive, part of Lot 10, Outlot 1,2,4 and 6 and part of Outlot 3,5 and 7 of Stone Gate Lake. Filed on the 15TH day of APRIL, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651.

EXHIBIT B

Great Northern Timber Company, L.L.C.

The Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin

Being part of Lot 10 and Lot 11 through Lot 53 inclusive and part of Outlot 3, 5 and 7 of Stone Gate Lake. Filed on the 15TH day of APRIL, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651.

EXHIBIT C

Part of the Northwest Quarter of the Southwest Quarter, part of the Northeast Quarter of the Southwest Quarter, part of the Southwest Quarter of the Northwest Quarter, part of the Southeast Quarter of the Northwest Quarter and part of the Northeast Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, Including part of Parcel 1 of Juneau County Certified Survey Map No. 1654 as recorded in Volume 6 of C.S.M. on Page 90 as Document No. 315118, bounded and described as follows;

Beginning at the West Quarter corner of said Section 29, thence N 00°13'34" W along the West line of the Northwest Quarter of said Section 29 a distance of 575.00 feet, thence N 89°46'26" E a distance of 250.00 feet, thence N 00°13'34" W a distance of 151.91 feet, thence S 43°09'24" E a distance of 81.80 feet, thence N 89°46'26" E a distance of 124.28 feet to a meander line of Stone Gate Lake, thence the following bearings and distances along said meander line, N 02°06'08" W a distance of 231.79 feet, thence N 50°19'39" E a distance of 270.33 feet, thence S 48°45'43" E a distance of 253.13 feet, thence S 02°53'47" W a distance of 492.82 feet, thence S 22°07'41" E a distance of 157.56 feet, thence S 66°13'29" E a distance of 188.43 feet, thence N 65°02'08" E a distance of 189.12 feet, thence N 19°57'44" E a distance of 157.61 feet, thence N 11°08'27" E a distance of 400.33 feet, thence N 30°18'56" E a distance of 385.77 feet, thence N 00°21'30" W a distance of 1312.45 feet, thence N 69°53'31" E a distance of 128.71 feet, thence S 68°23'37" E a distance of 130.50 feet, thence S 00°19'41" E a distance of 355.50 feet, thence S 00°39'48" W a distance of 939.90 feet, thence S 12°32'56" W a distance of 986.83 feet, thence S 19°53'54" W a distance of 100.44 feet, thence S 11°28'40" W a distance of 145.26 feet, thence S 24°37'48" E a distance of 153.09 feet, thence S 62°47'54" E a distance of 147.92 feet, thence S 80°00'44" E a distance of 134.47 feet, thence S 81°30'02" E a distance of 94.67 feet, thence S 74°03'24" E a distance of 93.81 feet, thence S 72°27'43" E a distance of 93.61 feet, thence S 64°37'37" E a distance of 83.88 feet, thence S 55°27'30" E a distance of 83.31 feet, thence S 31°26'45" E a distance of 83.60 feet, thence S 13°45'15" E a distance of 85.43 feet, thence S 04°15'29" E a distance of 86.93 feet, thence S 02°15'19" W a distance of 100.10 feet, thence S 04°15'57" W a distance of 83.61 feet, thence S 33°53'34" W a distance of 242.36 feet, thence S 88°16'56" W a distance of 103.58 feet, thence N 47°35'10" W a distance of 182.89 feet, thence N 06°53'17" W a distance of 85.40 feet, thence N 13°11'40" W a distance of 145.18 feet, thence N 54°48'23" W a distance of 180.81 feet, thence S 74°22'17" W a distance of 181.59 feet, thence S 31°02'04" W a distance of 170.69 feet, thence S 01°08'56" E a distance of 114.11 feet, thence S 19°36'57" W a distance of 89.23 feet, thence S 56°05'49" W a distance of 91.22 feet, thence S 79°41'12" W a distance of 94.09 feet, thence N 73°02'01" W a distance of 94.24 feet, thence N 41°09'00" W a distance of 94.57 feet, thence N 13°35'06" W a distance of 82.42 feet, thence N 00°53'08" E a distance of 96.35 feet, thence N 00°20'52" W a distance of 101.49 feet, thence N 01°33'56" E a distance of 102.14 feet, thence N 00°38'51" W a distance of 102.37 feet, thence N 21°36'17" W a distance of 167.02 feet, thence N 60°40'34" W a distance of 184.77 feet, thence S 69°16'49" W a distance of 193.37 feet, thence S 14°37'25" W a distance of 182.79 feet, thence S 01°34'17" E a distance of 108.94 feet, thence S 00°24'30" W a distance

EXHIBIT C

of 94.48 feet, thence S 03°34'05" W a distance of 93.44 feet, thence S 02°27'29" E a distance of 110.84 feet, thence S 08°48'32" W a distance of 89.18 feet, thence S 50°03'29" W a distance of 95.95 feet, thence S 70°52'15" W a distance of 93.25 feet, thence N 84°13'55" W a distance of 92.14 feet, thence N 59°29'09" W a distance of 92.14 feet, thence N 35°19'14" W a distance of 85.76 feet, thence N 01°17'05" E a distance of 569.89 feet, thence N 26°54'42" E a distance of 543.80 feet, thence N 07°22'40" W a distance of 536.84 feet, thence departing from said meander line S 89°46'26" W a distance of 124.28 feet, thence S 20°59'15" W a distance of 98.70 feet, thence S 44°46'26" W a distance of 31.07 feet to a non-tangent curve to the right which has a radius of 75.00 feet, a delta angle of 99°32'58" and a chord that bears S 04°32'55" W a distance of 114.53 feet, thence along the arc of said curve a distance of 130.31 feet to a curve to the left which has a radius of 25.00 feet, a delta angle of 54°32'58" and a chord that bears S 27°02'55" W a distance of 22.91 feet, thence along the arc of said curve a distance of 23.80 feet, thence S 00°13'34" E a distance of 205.32 feet to a curve to the left which has a radius of 25.00 feet, a delta angle of 54°32'58" and a chord that bears S 27°30'03" E a distance of 22.91 feet, thence along the arc of said curve a distance of 23.80 feet to a curve to the right that has a radius of 75.00 feet, a delta angle of 153°39'20" and a chord that bears S 22°03'08" W a distance of 146.05 feet, thence along the arc of said curve a distance of 201.13 feet, thence S 00°13'34" E a distance of 92.44 feet, thence S 89°38'18" W a distance of 150.00 feet, thence S 00°21'42" E a distance of 1005.12 feet, thence N 58°23'29" E a distance of 232.23 feet to said meander line of Stone Gate lake, thence the following bearings and distances along said meander line, S 35°19'14" E a distance of 85.76 feet, thence S 59°29'09" E a distance of 92.14 feet, thence S 84°13'55" E a distance of 92.14 feet, thence N 70°52'15" E a distance of 93.25 feet, thence N 50°03'29" E a distance of 95.95 feet, thence N 08°48'32" E a distance of 89.18 feet, thence N 02°27'29" W a distance of 110.84 feet, thence N 03°34'05" E a distance of 93.44 feet, thence N 00°24'30" E a distance of 94.48 feet, thence N 01°34'17" W a distance of 108.94 feet, thence N 14°37'25" E a distance of 182.79 feet, thence N 69°16'49" E a distance of 193.37 feet, thence S 60°40'34" E a distance of 184.77 feet, thence S 21°36'17" E a distance of 167.02 feet, thence S 00°38'51" E a distance of 102.37 feet, thence S 01°33'56" W a distance of 102.14 feet, thence S 00°20'52" E a distance of 101.49 feet, thence S 00°53'08" W a distance of 96.35 feet, thence S 13°35'06" E a distance of 82.42 feet, thence S 41°09'00" E a distance of 94.57 feet, thence S 73°02'01" E a distance of 94.24 feet, thence N 79°41'12" E a distance of 94.09 feet, thence N 56°05'49" E a distance of 91.22 feet, thence N 19°36'57" E a distance of 89.23 feet, thence N 01°08'56" W a distance of 114.11 feet, thence N 31°02'04" E a distance of 170.69 feet, thence N 74°22'17" E a distance of 181.59 feet, thence S 54°48'23" E a distance of 180.81 feet, thence S 13°11'40" E a distance of 145.18 feet, thence S 06°53'17" E a distance of 85.40 feet, thence departing from said meander line S 66°39'29" W a distance of 250.87 feet to a non-tangent curve to the left which has a radius of 267.00 feet, a delta angle of 07°49'59" and a chord that bears S 00°09'45.5" E a distance of 36.47 feet, thence along the arc of said curve a distance of 36.50 feet, thence S 04°04'45" E a distance of 78.00 feet to a curve to the left which has a radius of 25.00 feet, a delta angle of 87°52'00" and a chord that bears S 48°00'45" E a distance of 34.69 feet, thence along the arc of said curve a distance of 38.34 feet to a curve to

EXHIBIT C

the right which has a radius of 1533.00 feet, a delta angle of $17^{\circ}46'05''$ and a chord that bears $S 83^{\circ}03'42.5'' E$ a distance of 473.50 feet, thence along the arc of said curve a distance of 475.40 feet to a curve to the left which has a radius of 227.00 feet, a delta angle of $106^{\circ}11'02''$ and a chord that bears $N 52^{\circ}43'49'' E$ a distance of 363.02 feet, thence along the arc of said curve a distance of 420.69 feet, thence $N 00^{\circ}21'42'' W$ a distance of 115.73 feet, thence $N 78^{\circ}00'03'' W$ a distance of 189.72 feet to said meander line of Stone Gate Lake, thence the following bearings and distances along said meander line, $N 04^{\circ}15'57'' E$ a distance of 83.61 feet, thence $N 02^{\circ}15'19'' E$ a distance of 100.10 feet, thence $N 04^{\circ}15'29'' W$ a distance of 86.93 feet, thence $N 13^{\circ}45'15'' W$ a distance of 85.43 feet, thence $N 31^{\circ}26'45'' W$ a distance of 83.60 feet, thence $N 55^{\circ}27'30'' W$ a distance of 83.31 feet, thence $N 64^{\circ}37'37'' W$ a distance of 83.88 feet, thence $N 72^{\circ}27'43'' W$ a distance of 93.61 feet, thence $N 74^{\circ}03'24'' W$ a distance of 93.81 feet, thence $N 81^{\circ}30'02'' W$ a distance of 94.67 feet, thence $N 80^{\circ}00'44'' W$ a distance of 134.47 feet, thence $N 62^{\circ}47'54'' W$ a distance of 147.92 feet, thence $N 24^{\circ}37'48'' W$ a distance of 153.09 feet, thence $N 11^{\circ}28'40'' E$ a distance of 145.26 feet, thence $N 19^{\circ}53'54'' E$ a distance of 100.44 feet, thence departing from said meander line $S 75^{\circ}27'00'' E$ a distance of 287.79 feet, thence $S 87^{\circ}46'42'' E$ a distance of 44.20 feet, thence $N 02^{\circ}13'18'' E$ a distance of 809.57 feet to a curve to the left which has a radius of 9967.00 feet, a delta angle of $02^{\circ}32'59''$ and a chord that bears $N 00^{\circ}56'48.5'' E$ a distance of 443.51 feet, thence along the arc of said curve a distance of 443.55 feet, thence $N 00^{\circ}19'41'' W$ a distance of 725.45 feet, thence $S 89^{\circ}40'19'' W$ a distance of 132.00 feet to said meander line of Stone Gate Lake, thence the following bearings and distances along said meander line, $N 00^{\circ}19'41'' W$ a distance of 355.50 feet, thence $N 68^{\circ}23'37'' W$ a distance of 130.50 feet, thence departing from said meander line $N 00^{\circ}19'41'' W$ a distance of 7.04 feet, thence $N 48^{\circ}26'47'' W$ a distance of 93.72 feet, thence $N 89^{\circ}43'56'' W$ a distance of 183.28 feet, thence $S 00^{\circ}17'48'' E$ a distance of 1266.75 feet to a curve to the right which has a radius of 283.00 feet, a delta angle of $79^{\circ}26'33''$ and a chord that bears $S 39^{\circ}25'28.5'' W$ a distance of 361.70 feet, thence along the arc of said curve a distance of 392.39 feet to a curve to the left which has a radius of 25.00 feet, a delta angle of $79^{\circ}08'45''$ and a chord that bears $S 39^{\circ}34'22.5'' W$ a distance of 31.85 feet, thence along the arc of said curve a distance of 34.53 feet, thence $S 00^{\circ}00'00'' W$ a distance of 85.23 feet to a curve to the right which has a radius of 633.00 feet, a delta angle of $21^{\circ}38'19''$ and a chord that bears $S 10^{\circ}49'09.5'' W$ a distance of 237.64 feet, thence along the arc of said curve a distance of 239.06 feet to a curve to the left which has a radius of 567.00 feet, a delta angle of $14^{\circ}37'00''$ and a chord that bears $S 14^{\circ}19'49'' W$ a distance of 144.26 feet, thence along the arc of said curve a distance of 144.65 feet to a curve to the left which has a radius of 25.00 feet, a delta angle of $58^{\circ}44'58''$ and a chord that bears $S 22^{\circ}21'10'' E$ a distance of 24.53 feet, thence along the arc of said curve a distance of 25.63 feet to a curve to the right which has a radius of 75.00 feet, a delta angle of $57^{\circ}06'11''$ and a chord that bears $S 23^{\circ}10'33.5'' E$ a distance of 71.69 feet, thence along the arc of said curve a distance of 74.75 feet, thence $S 84^{\circ}37'27'' E$ a distance of 30.00 feet, thence $S 75^{\circ}37'40'' E$ a distance of 129.11 feet to said meander line of Stone Gate Lake, thence the following bearings and distances along said meander line, $S 19^{\circ}57'44'' W$ a distance of 157.61 feet, thence $S 65^{\circ}02'08'' W$ a distance of 189.12 feet, thence $N 66^{\circ}13'29'' W$ a distance of 188.43

EXHIBIT C

feet, thence N 22°07'41" W a distance of 157.56 feet, thence departing from said meander line N 74°16'19" E a distance of 128.06 feet, thence N 82°46'28" E a distance of 30.00 feet to a non-tangent curve to the right which has a radius of 75.00 feet, a delta angle of 64°24'28" and a chord that bears N 24°58'42" E a distance of 79.94 feet, thence along the arc of said curve a distance of 84.31 feet to a curve to the left which has a radius of 25.00 feet, a delta angle of 50°55'07" and a chord that bears N 31°43'22.5" E a distance of 21.49 feet, thence along the arc of said curve a distance of 22.22 feet to a curve to the right which has a radius of 633.00 feet, a delta angle of 15°22'30" and a chord that bears N 13°57'04" E a distance of 169.35 feet, thence along the arc of said curve a distance of 169.86 feet to a curve to the left which has a radius of 567.00 feet, a delta angle of 21°38'19" and a chord that bears N 10°49'09.5" E a distance of 212.87 feet, thence along the arc of said curve a distance of 214.14 feet, thence N 00°00'00" W a distance of 85.23 feet to a curve to the left which has a radius of 25.00 feet, a delta angle of 79°08'45" and a chord that bears N 39°34'22.5" W a distance of 31.85 feet, thence along the arc of said curve a distance of 34.53 feet to a curve to the right which has a radius of 283.00 feet, a delta angle of 44°42'51" and a chord that bears N 56°47'19.5" W a distance of 215.29 feet, thence along the arc of said curve a distance of 220.86 feet to a curve to the left which has a radius of 167.00 feet, a delta angle of 55°23'20" and a chord that bears N 62°07'34" W a distance of 155.23 feet, thence along the arc of said curve a distance of 161.44 feet, thence N 89°49'14" W a distance of 242.62 feet to a curve to the left which has a radius of 167.00 feet, a delta angle of 81°00'00" and a chord that bears S 49°40'46" W a distance of 216.92 feet, thence along the arc of said curve a distance of 236.09 feet to a curve to the right which has a radius of 233.00 feet, a delta angle of 73°17'19" and a chord that bears S 45°49'25.5" W a distance of 278.13 feet, thence along the arc of said curve a distance of 298.04 feet, thence S 00°13'34" E a distance of 67.89 feet, thence S 89°46'26" W a distance of 129.63 feet to the West line of the Northwest Quarter of said Section 29, thence N 00°13'34" W along said West line a distance of 505.14 feet to an extension of the South line of Lots 1,2,3 and 9 of the Town Plat of Castle Rock Corners, thence S 89°49'14" E along said South line and an extension thereof a distance of 1316.42 feet to the Southeast corner of said Lot 1, thence N 00°17'48" W along the East line of said Lot 1 and an extension thereof a distance of 1319.81 feet to the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 29, thence S 89°43'56" E along the North line of Northeast Quarter of the Northwest Quarter of said Section 29 a distance of 658.10 feet, thence S 00°19'41" E a distance of 2639.07 feet to the North line of the Southwest Quarter of said Section 29, thence S 89°49'03" E along said North line a distance of 659.20 feet to the Center Quarter corner of said Section 29, thence S 00°21'07" E along the East line of the Northeast Quarter of the Southwest Quarter of said Section 29 a distance of 1324.33 feet to the Northwest corner of Lot 1 of Juneau County Certified Survey Map No. 2170, thence N 89°49'11" W a distance of 1318.15 feet to the Northeast corner of Parcel 7 of Juneau County Certified Survey Map No. 759, thence N 89°49'21" W along the North line of said Parcel 7 and the North line of Lots 2 and 1 of Juneau County Certified Survey Map No. 3723 a distance of 1318.40 feet to the Northwest corner of said Lot 1 and the West line of the Southwest Quarter of said Section 29, thence N 00°21'42" W along said West line a distance of 1324.50 feet to the West Quarter corner of said Section 29 and the ***Point of Beginning***. Including or excluding all lands lying between the lot lines extended, the meander line and

EXHIBIT C

the water's edge of Stone Gate Lake.

Being Lot 1 through Lot 53 inclusive and Outlot 1 through Outlot 7 inclusive of Stone Gate Lake. Filed on the 15TH day of APRIL, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651.

FIRST AMENDMENT TO STONE GATE LAKE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

DOCUMENT # 669076

Document Number

Title of Document

Recorded
Oct. 15, 2008 AT 02:50PM
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)

**FIRST AMENDMENT TO STONE GATE LAKE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This First Amendment to Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 8TH day of OCTOBER, 2008.

R E C I T A L S

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, (the "Restrictions") dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and

WHEREAS, the Restrictions cover all Lots and Outlots within Stone Gate Lake 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 XXII(b) of the Restrictions provides that the Declarant, Great Northern Timber, LLC, has the sole right to amend the Restrictions to add additional land to the Restrictions; and

WHEREAS, Article XXIV of the Restriction provides that the Declarant, Great Northern Timber Company, LLC, has the sole right to amend the Restrictions prior to the conveyance of the last Lot to an Owner other than the Declarant; and

WHEREAS, the Declarant desires to submit additional lands to the Restrictions and amend certain provisions of the Restrictions as set forth in this First Amendment.

NOW, THEREFORE, the Stone Gate Lake 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 First Addition to Stone Gate Lake attached hereto as Exhibit B (the "First Addition") is subject to the terms of the Declaration of Restrictions, and Lot 54 as set forth therein is subject

to the Declaration of Restrictions, and all purchasers and their successors of any portion of the First Addition, and each and every conveyance of any portion of the First Addition will be, subject to the Declaration of Restrictions.

2. **Article III – Amendment to Exposed Basement Requirements.** The last sentence of the third paragraph of Article III stating “All exposed basements must be faced in stone and approved by the Architectural Control Committee” shall be deleted in its entirety.

3. **Article V – Amendment to Side Yard Setback Requirements.** The second sentence of Article V shall be deleted in its entirety and replaced with the following:

“In addition, no single family residence permitted under the terms of this Declaration shall be located closer than 30 feet from any public road, and 10 feet from the side yard or 10 feet from accessory buildings.”

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

(Declarant)

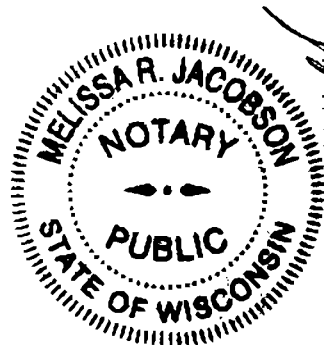
Great Northern Timber Company, LLC

By: *PA*
PATRICK PAVLOSKE, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF Adams

This instrument was acknowledged before me on 10-8-08 by PATRICK PAVLOSKI, Member of Great Northern Timber Company, LLC.



Melissa R. Jacobson
Melissa R. Jacobson
Notary Public, State of Wisconsin
My commission expires: 10/23/2010

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

7

EXHIBIT A
LEGAL DESCRIPTION OF FIRST ADDITION TO STONE GATE LAKE

Lot 54 of the First Addition to Stone Gate Lake as recorded in Volume 12 of Plats on Pages 24 and 25 as Document Number 668110. Located in the Northeast Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

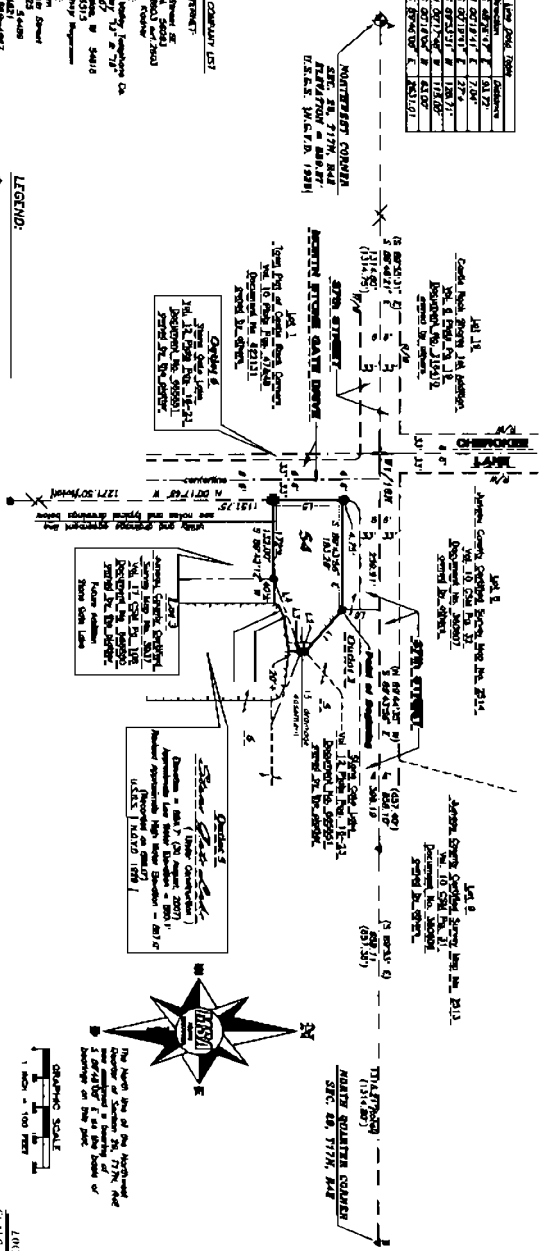
EXHIBIT B
FINAL PLAT OF FIRST ADDITION TO STONE GATE LAKE
(See attached Plat as the next page)

A Planned Unit Development

First Addition to Stone Gate Lake

Part of the Northeast Quarter of the Northeast Quarter of Section 29, Township 17 North, Range 4 East, Town of Garrettsville, JunEAU County, Wisconsin.
Including part of Lot 3 of JunEAU County Certified Survey Map number 1937 as recorded in Volume 17 of C.S.M. on Page 108 as Document number 88550.

Lot	Area (Acres)	Owner
1	0.25	City of Garrettsville
2	0.25	City of Garrettsville
3	0.25	City of Garrettsville
4	0.25	City of Garrettsville
5	0.25	City of Garrettsville
6	0.25	City of Garrettsville
7	0.25	City of Garrettsville
8	0.25	City of Garrettsville
9	0.25	City of Garrettsville
10	0.25	City of Garrettsville



SECOND AMENDMENT TO STONE GATE
LAKE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

DOCUMENT # 675009

Document Number

Title of Document

Recorded
Aug. 12, 2009 AT 02:20PM
CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI
Fee Amount: \$19.00
Total Pages 5

INDEXING
COMPLETED

Record this document with the Register of Deeds

Name and Return Address: *P. U.*

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

(Parcel Identification Number)

**AMENDMENT TO STONE GATE LAKE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 12th day of August, 2009.

R E C I T A L S

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, (“Restrictions”) dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and First Amendment dated the 8th day of October, 2008, was recorded on the 15th day of October, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669076; and

WHEREAS, the Restrictions cover all Lots and Outlots within Stone Gate Lake Subdivision and First Addition to Stone Gate Lake Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Article XXIV of the Restrictions provide that the Declarant has the sole right to amend the Restrictions until the Declarant conveys all Lots in subdivision; and

NOW, THEREFORE, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions are hereby amended as follows:

1. The second sentence of the third paragraph of Article III is hereby deleted and replaced with the following:

Dwellings must have an eight (8) foot exposed basement towards the man-made lake/pond.

IN WITNESS WHEREOF, this Amendment to the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is executed by the Declarant as of the day and year first written above.

Great Northern Timber Company, LLC

By: *Brad P. Pavloski*
Brad P Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF JUNEAU

This instrument was acknowledged before me on 12 August, 2009 by Brad P. Pavloski.

Janet M. Ryberg
Janet M. Ryberg
Notary Public, State of Wisconsin
My commission expires: 11-13-2011



D&L Land Ventures, LLC

By: *Brad P. Pavloski*
Brad P. Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF JUNEAU

This instrument was acknowledged before me on 12 August, 2009 by
Brad P. Pavloski.



Janet M. Ryberg
Janet M. Ryberg
Notary Public, State of Wisconsin
My commission expires: 11-13-2011

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 STONE GATE LAKE

Lot 1 through Lot 53 inclusive and Outlot 1 through Outlot 7 inclusive of Stone Gate Lake. Filed on the 15th day of April, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651. Located in Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 54 of the First Addition to Stone Gate Lake as recorded in Volume 12 of Plats on Pages 24 and 25 as Document Number 668110. Located in the Northeast Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

THIRD AMENDMENT TO STONE GATE LAKE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

DOCUMENT # 676981

Document Number

Title of Document

Recorded

Dec. 02, 2009 AT 08:00AM

CHRISTIE BENDER

REGISTER OF DEEDS

JUNEAU CO., WI

Fee Amount: \$19.00

Total Pages 3

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

PICK UP

(Parcel Identification Number)

**AMENDMENT TO STONE GATE LAKE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 9TH day of NOVEMBER, 2009.

RECITALS

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, (“Restrictions”) dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and First Amendment dated the 8th day of October, 2008, was recorded on the 15th day of October, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669076; and Second Amendment dated the 12th day of August, 2009, was recorded on the 12th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675009; and

WHEREAS, the Waterstone Declaration of Covenants, Conditions and Restrictions, (“Restrictions”) were amended on the 29th day of April, 2008 and recorded on the 29th day of April, 2008, with the Register of Deeds for Juneau County as Document No. 665919 which allows the Lot Owners in Stone Gate Lake Subdivision to access and use the clubhouse, pool, volleyball court, playground, tennis court, basketball court, putting green, pond, beach, and parking areas that are located on Outlot 8 of Waterstone Subdivision; and

WHEREAS, the Restrictions cover all Lots and Outlots within Stone Gate Lake Subdivision and the First Addition to Stone Gate Lake Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A attached hereto and incorporated herein by reference; and

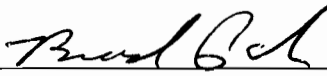
WHEREAS, Articles XXIII and XXIV of the Restrictions provide that the Declarant has the sole right to amend the Restrictions until the Declarant conveys all Lots in subdivision; and

NOW, THEREFORE, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions are hereby amended as follows:

Use of the clubhouse and related outdoor amenities at Waterstone Subdivision is intended to be used by the Lot Owners of Stone Gate Lake and other subdivisions and their immediate families only. Guests, tenants, relatives, and other invitees (hereinafter "Invitees") of Lot Owners in Stone Gate Lake 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 Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is executed by the Declarant as of the day and year first written above.

Great Northern Timber Company, LLC

By: , Member

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF Juneau

This instrument was acknowledged before me on Nov. 18th by BRAD Pauloski
2009



Marion G. Uphoff

Notary Public, State of Wisconsin
My commission expires: Aug 29, 2010

D&L Land Ventures, LLC

By: Brad Pauloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF Juneau

This instrument was acknowledged before me on Nov. 18, 2009 by BRAD Pauloski

Marion G. Uphoff

Notary Public, State of Wisconsin
My commission expires: Aug 29, 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 STONE GATE LAKE

Lot 1 through Lot 53 inclusive and Outlot 1 through Outlot 7 inclusive of Stone Gate Lake. Filed on the 15th day of April, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651. Located in Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 54 of the First Addition to Stone Gate Lake as recorded in Volume 12 of Plats on Pages 24 and 25 as Document Number 668110. Located in the Northeast Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

FOURTH AMENDMENT TO STONE GATE LAKE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

DOCUMENT # 679245

Document Number

Title of Document

Recorded

Apr. 26, 2010 AT 03:25PM

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:

Pick up

MSA Professional Services, Inc

P.O. Box 349

Friendship, WI. 53934

(Parcel Identification Number)

90

**AMENDMENT TO STONE GATE LAKE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 8TH day of JANUARY, 2010.

RECITALS

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, ("Restrictions") dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and First Amendment dated the 8th day of October, 2008, was recorded on the 15th day of October, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669076; and Second Amendment dated the 12th day of August, 2009, was recorded on the 12th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675009; and Third Amendment dated the 9th day of November, 2009, was recorded on the 2nd day of December, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676981; and

WHEREAS, the Waterstone Declaration of Covenants, Conditions and Restrictions, ("Restrictions") were amended on the 29th day of April, 2008 and recorded on the 29th day of April, 2008, with the Register of Deeds for Juneau County as Document No. 665919 which allows the Lot Owners in Stone Gate Lake Subdivision to access and use the clubhouse, pool, volleyball court, playground, tennis court, basketball court, putting green, pond, beach, and parking areas that are located on Outlot 8 of Waterstone Subdivision; and

WHEREAS, the Restrictions cover all Lots and Outlots within Stone Gate Lake Subdivision and the First Addition to Stone Gate Lake Subdivision located in the Town of

91
Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A and B of the Restrictions; and

WHEREAS, Article XXII(b) of the Restrictions provides that the Declarant, Great Northern Timber, LLC, has the sole right to amend the Restrictions to add additional land to the Restrictions; and

WHEREAS, Article XXIV of the Restriction provides that the Declarant, Great Northern Timber Company, LLC, has the sole right to amend the Restrictions prior to the conveyance of the last Lot to an Owner other than the Declarant; and

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

NOW, THEREFORE, the Stone Gate Lake 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 Stone Gate Lake attached hereto as Exhibit B (the "Second Addition") is subject to the terms of the Declaration of Restrictions, and Lots 55 through 60 inclusive, as set forth therein are subject to the Declaration of 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 Declaration of Restrictions.

IN WITNESS WHEREOF, this Amendment to the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is executed by the Declarant as of the day and year first written above.

(Declarant)

Great Northern Timber Company, LLC

By: 
Brad Payloski, Member

92

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF JUNEAU

This instrument was acknowledged before me on 4/24/16 by Brad Pavloski, Member of Great Northern Timber Company, LLC.

Kim Walsh

Notary Public, State of Wisconsin
My commission expires: 3/16/18



D&L Land Ventures, LLC

By: [Signature]
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF JUNEAU

This instrument was acknowledged before me on 4/24/16 by Brad Pavloski.

Kim A. Walsh

Notary Public, State of Wisconsin
My commission expires: 3/16/2014

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 SECOND ADDITION TO STONE GATE LAKE

Lots 55 through 60 inclusive of the Second Addition to Stone Gate Lake as recorded in Volume 12 of Plats on Pages 36 and 37 as Document Number 677529. Located in the Northeast Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXHIBIT B
FINAL PLAT OF SECOND ADDITION TO STONE GATE LAKE
(See attached Plat as the next page)

FIFTH AMENDMENT TO STONE GATE LAKE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

DOCUMENT # 679267

Document Number

Title of Document

Recorded
Apr. 27, 2010 AT 02:20PM
CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI
Fee Amount: \$21.00
Total Pages 6

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 STONE GATE LAKE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 26th day of April, 2010.

RECITALS

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, (“Restrictions”) dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and First Amendment dated the 8th day of October, 2008, was recorded on the 15th day of October, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669076; and Second Amendment dated the 12th day of August, 2009, was recorded on the 12th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675009; and Third Amendment dated the 9th day of November, 2009, was recorded on the 2nd day of December, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676981; and Fourth Amendment dated the 8th day of January, 2010, was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679245; and

WHEREAS, the Waterstone Declaration of Covenants, Conditions and Restrictions, (“Restrictions”) were amended on the 29th day of April, 2008 and recorded on the 29th day of April, 2008, with the Register of Deeds for Juneau County as Document No. 665919 which allows the Lot Owners in Stone Gate Lake Subdivision to access and use the clubhouse, pool, volleyball court, playground, tennis court, basketball court, putting green, pond, beach, and parking areas that are located on Outlot 8 of Waterstone Subdivision; and

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

WHEREAS, Article XXII(b) of the Restrictions provides that the Declarant, Great Northern Timber, LLC, has the sole right to amend the Restrictions; and

WHEREAS, Article XXIV of the Restrictions provides that the Declarant, Great Northern Timber Company, LLC, has the sole right to amend the Restrictions prior to the conveyance of the last Lot to an Owner other than the Declarant; and

WHEREAS, the Declarant desires to amend the Restrictions as set forth in this Amendment.

NOW, THEREFORE, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions are hereby amended as follows:

1. The following language shall be added as Article XXIII, Section E.(vii):

Each Lot owner shall promptly pay, when due, all general and special assessments levied by the Association against such owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due as the Association may determine appropriate (in a lump sum or in installments with or without interest.) 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 XIII shall be deleted. No information tube style signs or other signs advertising a Lot or Home for sale shall be allowed. 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 Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is executed by the Declarant as of the day and year first written above.

(Declarant)

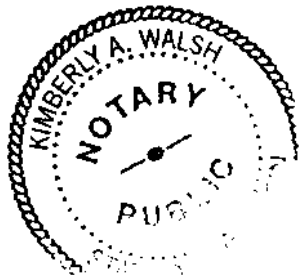
Great Northern Timber Company, LLC

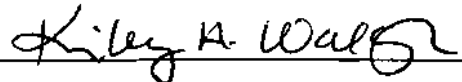
By: 
Brad Paulsen, Member

ACKNOWLEDGMENT

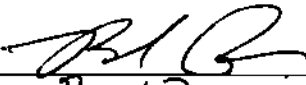
STATE OF WISCONSIN
COUNTY OF JUNEAU

This instrument was acknowledged before me on 4/24/2010 by Brad Paulsen, Member of Great Northern Timber Company, LLC.




Notary Public, State of Wisconsin
My commission expires: 3/14/2014

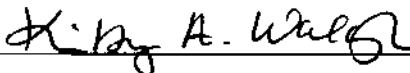
D&L Land Ventures, LLC

By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF JUNEAU

This instrument was acknowledged before me on 4/24/2010 by
Brad Pavloski, Member of D&L Land Ventures, LLC.


Notary Public, State of Wisconsin
My commission expires: 3/16/2014

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

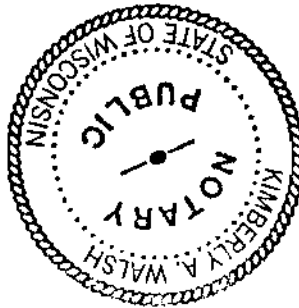


EXHIBIT A
LEGAL DESCRIPTION OF STONE GATE LAKE SUBDIVISION

Lot 1 through Lot 53 inclusive and Outlot 1 through Outlot 7 inclusive of Stone Gate Lake. Filed on the 15th day of April, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651. Located in Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 54 of the First Addition to Stone Gate Lake as recorded in Volume 12 of Plats on Pages 24 and 25 as Document Number 668110. Located in the Northeast Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lots 55 through 60 inclusive of the Second Addition to Stone Gate Lake as recorded in Volume 12 of Plats on Pages 36 and 37 as Document Number 677529. Located in the Northeast Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Document Number

**WATERSTONE
DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS**

Title of Document

DOCUMENT # 650516

Recorded
JUNE 21, 2006 AT 03:20PM

CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI

Fee Amount: \$81.00

INDEXED

ENTERED

THIS DECLARATION, made this 12TH day of
JUNE, 2006, by **Hidden Bay, LLC**, a
Wisconsin Limited Liability Company under the laws of
the State of Wisconsin (hereinafter referred to as
"Declarant" or "Developer").

Record this document with the Register of Deeds

Name and Return Address:

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

M.S.A.

Pickup.

WITNESSETH:

WHEREAS, DECLARANT, Great Northern Timber
Company, LLC, and D&L Land Ventures, LLC, affiliates
of Declarant (hereinafter "Affiliates"), are the owners of
the real property more particularly described in Exhibit A
attached hereto and made a part hereof (the "Land").

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

WHEREAS, DECLARANT and its Affiliates reserve 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 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 residential 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 Waterstone Waterfront Community Association, Ltd. with the rights and duties set forth in Article XXIV of this Declaration.

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 Nonexclusive License Agreement to be entered into by Hidden Bay, LLC and/or its assigns and to be assigned to the Waterstone 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.

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, 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. 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.

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 must have a minimum of 1500 square feet of living area and a maximum of 3000 square feet of living area. The Architectural Committee may approve plans for a house that exceeds that maximum size at its discretion. 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. On parcels that abut the pond located on Outlot 8, any structures must be a minimum of 50 feet from the rear lot line. The home constructed on Lot 11 shall not be located less than 330 feet from the existing Osprey nest.

ARTICLE VI

TIMBER REMOVAL

Cutting of Subject Property will not be allowed unless done pursuant to a timber

81
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 Waterstone 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 Waterstone 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 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 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; 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

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.

The height of the basement wall on all homes constructed on Lots which abut the pond located on Outlot 8 shall not exceed the height of the top of the basement wall of the existing homes located on Lots 39 and 40.

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 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, 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

SIGNS

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" and the name of the realtor may be listed. No telephone numbers may be listed on the tube sign. No extension or hanging sign from the tube is permitted. (3) A sign not to exceed six square feet 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 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 shall install all the mailboxes in 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, 2, 3, 5, 8, and 10 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 6 has been conveyed to a third party and is not common area for the Lots in the

Subdivision. Outlot 6 contains a former landfill which is being remediated by the owner of Outlot 6. Outlots 4, 7, and 9 have been dedicated to the public. Outlot 11 is owned by the Declarant and is not Subdivision common area.

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 outlots and common areas, and related improvements, ponds, walking paths, fences, clubhouse and all its amenities, tennis courts, volleyball courts, playgrounds, golf 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 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 shall include, but not necessarily be limited to: preservation of the embankments; prevention of erosion above the ponds, around the ponds and downstream therefrom; dredging if and when necessary, annual treatment with algaecide chemicals and other necessary measures to reduce algae and maintain the appearance of the pond and "water color", and the annual stocking of fish. The Developer and Owner's Association hereby reserve a 25 foot wide permanent easement along the rear lot line of all Lots abutting the pond located in Outlot 8 for the purpose of maintaining the pond as described above. **The maintenance of the pond is at the discretion of the Declarant during the period of Declarant control of the Association.**

ARTICLE XX

DAY-TO-DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS, POND 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 Waterstone 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. The owners of Lots which abut the pond located in Outlot 8 shall maintain the existing sand located on these lots. Each owner of a Lot abutting the pond shall maintain the sand within their Lot extending not less than 25 feet from the rear lot line. The day-to-day maintenance of the sand areas shall include the removal of all weeds and general maintenance such that the sand areas have a neat and uniform 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

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 pond located on Outlot 8 is to be used for swimming, fishing, and related recreational uses. The Association shall have the right to adopt rules and regulations for use of the pond that apply to all Lot owners and their invitees. By purchase of a Lot in the subdivision, each Owner and its respective successors, assigns, heirs, personal representatives, and invitees hereby waive, to the fullest extent permitted by law, any and all claims for liability against the Developer, the Association, and any Lot Owners whose Lot contains a drainage easement or pond, and their respective agents, contractors, employees, officers, directors and shareholders, for injury or damage to person or property sustained in or about or resulting from the use or existence of the ponds and drainage areas. In addition, each Owner (and its successors, assigns, heirs and personal representatives, and invitees) agree to indemnify, defend and hold harmless the Developer, the Association, and any Lot Owners whose Lot contains a drainage easement or pond, and their respective agents, contractors, employees, officers, directors and shareholders, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney's fees), including those arising from any injury or damage to any person (including death) or property sustained in or about or resulting from the use or existence of the ponds or drainage areas.

ARTICLE 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.

ARTICLE XXIII

DEVELOPER'S RIGHTS

Developer 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. Developer 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, Developer and its Affiliates shall have the express right, without the necessity of obtaining the approval of the Owner's Association or any Lot Owner, to do any or all of the following:

- a. Grant easements for the use, and establish requirements for the maintenance of, common Outlots and/or other common areas such that the Owners of Lots in all of the developments have the full right of access to and use of common Outlots and/or other common areas, and the Owners of all Lots share equally in the maintenance expenses.
- b. Amend this Declaration of Restrictions so as to subject any or all of said additional lands to this Declaration of Restrictions. In doing so, Developer 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

WATERSTONE 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, ponds, clubhouse, tennis courts, volleyball courts, playgrounds, 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. 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 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.
 - 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. The owners of Lots 15 through 33 shall have the right to obtain a permanent boat slip on the common pier to be installed by the Developer, subject to the payment of all required fees, the provisions of the Non-exclusive Licensing Agreement, and the rules of the Association. These Lot owners are allowed to use one boat slip during the months that the boat piers are in place. These Lot owners may park their watercraft at the designated boat slip for the entire time the piers are in the water. There are a total of 19 permanent boat slips. The owners of Lots 1 through 14 and 34 through 56 shall have the right to obtain temporary boat slip privileges subject to availability and only when the Lot owner is present at the Subdivision. These boat slips will be available on a first come/first serve basis. There are a total of 16 temporary boat slips. Lot owners are not allowed to leave their watercraft in the water at the temporary boat slips if the Lot owner is away from the Subdivision for more than one day. The temporary boat slips are to be used only when a Lot owner are presently at the Subdivision. A Lot owner cannot at any one time occupy more than one of the temporary boat slips. Temporary boat slips cannot be used by the guests of Lot owners. The Declarant is not responsible for any problems/disputes that may arise between Lot owners in regards to piers, boat slips, and access to them.**

The owner's of Lots 1 through 11 may have riparian rights. Nothing contained in this Declaration restricts any riparian owner from exercising any riparian rights the owner may have. The Developer makes no representations or warranties as to the water levels of Castle Rock Flowage or an owner having riparian rights. Except as set forth below with respect to the Declarant, 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 Outlots, clubhouse, pool, volleyball court, playground, tennis court, and parking areas. The Association shall at its first Annual Meeting set the assessment for the following year to cover first year's estimated expenses.

Declarant Control of the Association. Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), until the 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 XXIV 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:

- 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.

1. 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.

2. The Association will obtain from Developer through WRPCO a non-exclusive license agreement ("License Agreement") that grants certain members of the Association as described in paragraph 2.C. above and invites 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 in paragraph 2.C. above 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 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.

1. **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 will execute the initial 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.
 2. **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 may be stored on the 100-foot easement strip during the off-season months at a location approved by WRPCO.
 4. **Lighting Fixtures.** 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 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:

1. Loss or damage by fire and other perils normally covered by the standard coverage endorsement; and
2. 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 of 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, and two-thirds of the then owners of Subject Property 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

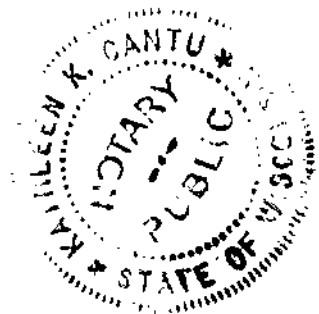
person or persons owning real estate situated in the Subject Property to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants, either to prevent him, her, or them from so doing or to recover damages from such violations. Failure 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, Hidden Bay, 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.

Hidden Bay, LLC

By: 
Patrick Pavloski, Member



STATE OF WISCONSIN)
)ss
WOOD COUNTY)

Personally came before me this 12th day of June, 2006, the above-named Patrick Pavloski, a Member of Hidden Bay, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Kathleen K. Centu
Adams County, WI
Notary Public, Adams Wisconsin
My commission is ~~permanent~~ expires 11-2-08

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
WATERSTONE DECLARATION

Part of the South Half of the Fractional Southwest Quarter, Part of the Southwest Quarter of the Southeast Quarter, part of the Southeast Quarter of the Southeast Quarter of Section 19, and part of the North Half of the Fractional Northwest Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, bounded and described as follows;

BEGINNING at the Southeast corner of said Section 19, thence N 88°52'32" W along the South line of the Southeast Quarter of said Section 19 a distance of 2641.38 feet to the South Quarter corner of said Section 19, thence S 00°18'37" E along the North-South Quarter line of said Section 30 a distance of 978.78 feet, thence N 89°35'11" W a distance of 1439.18 feet to the East right-of-way of State Trunk Highway "58", thence the following bearings and distances along said right-of-way, N 00°32'21" W a distance of 72.38 feet, thence S 89°27'39" W a distance of 189.50 feet, thence N 45°10'46" W a distance of 91.34 feet, thence N 00°10'49" E a distance of 845.57 feet to the North line of the Fractional Northwest Quarter of said Section 30, thence departing from said right-of-way, S 89°35'11" E along said North line a distance of 1421.55 feet, thence N 24°43'58" E a distance of 58.76 feet, thence N 04°55'28" E a distance of 79.17 feet, thence S 46°11'34" E a distance of 99.75 feet, thence S 47°53'04" E a distance of 51.49 feet, thence S 85°05'30" E a distance of 90.36 feet, thence N 80°35'03" E a distance of 59.11 feet, thence N 65°56'19" E a distance of 85.36 feet, thence N 34°15'01" E a distance of 117.82 feet, thence N 02°22'10" W a distance of 154.59 feet, thence N 00°30'03" E a distance of 50.91 feet, thence N 76°44'18" E a distance of 79.27 feet, thence N 54°23'56" E a distance of 89.28 feet, thence N 31°37'49" E a distance of 76.58 feet, thence N 11°07'38" E a distance of 57.34 feet, thence N 60°54'43" E a distance of 63.15 feet, thence N 42°54'58" E a distance of 43.44 feet, thence S 71°45'20" E a distance of 127.25 feet, thence N 87°24'07" E a distance of 102.61 feet, thence S 56°41'11" E a distance of 39.87 feet, thence S 88°33'41" E a distance of 71.85 feet, thence N 51°26'15" E a distance of 77.45 feet, thence N 25°32'42" E a distance of 81.36 feet, thence N 68°37'14" E a distance of 100.30 feet, thence N 45°07'53" E a distance of 87.41 feet, thence S 42°41'10" E a distance of 109.86 feet, thence S 53°05'40" E a distance of 117.88 feet, thence S 61°41'00" E a distance of 53.29 feet, thence N 72°13'39" E a distance of 79.32 feet, thence N 43°56'37" E a distance of 78.87 feet, thence N 24°30'15" E a distance of 32.36 feet, thence S 48°35'03" E a distance of 71.00 feet, thence S 68°34'52" E a distance of 76.69 feet, thence N 89°52'31" E a distance of 139.91 feet, thence N 63°31'37" E a distance of 136.27 feet, thence N 43°42'54" E a distance of 108.51 feet, thence N 72°25'55" E a distance of 32.36 feet, thence N 54°20'09" E a distance of 75.68 feet, thence N 43°34'37" E a distance of 63.07 feet, thence N 16°22'28" E a distance of 23.74 feet, thence N 87°30'59" E a distance of 120.31 feet, thence N 72°29'09" E a distance of 62.00 feet, thence N 55°06'15" E a distance of 64.77 feet, thence N 32°53'39" E a distance of 103.75 feet, thence N 52°28'55" E a distance of 44.02 feet, thence S 89°28'58" E a distance of 133.68 feet, thence N 76°18'44" E a distance of 125.34 feet, thence N 64°39'23" E a distance of 40.95 feet, thence S 89°58'33" E a distance of 33.00 feet to the East line of the Southeast Quarter of said Section 19, thence S 00°01'27" W along said East line a distance of 1178.37 feet to the Southeast corner of said Section 19 and the POINT OF BEGINNING.

Being Lot 1 through Lot 56 inclusive and Outlot 1 through Outlot 11 inclusive of Waterstone. Recorded on the 7th Day of June, 2006 in Volume 11 of Plats on Pages 60 through 64, as Document Number 650200.

EXCEPT: Outlots 4, 6, 7, 9 and 11 of Waterstone. Recorded on the 7th Day of June, 2006 in Volume 11 of Plats on Pages 60 through 64, as Document Number 650200.

EXHIBIT A
TO
WATERSTONE DECLARATION

The Northeast Quarter of the Northeast Quarter of Section 25, Township 17 North, Range 3 East, Town of Clearfield, Juneau County Wisconsin.

EXCEPT: Transportation Project Plat No. 1009-40-41-4.17 recorded in Volume 1 T.P.P. Page 44 as Document number 635207.

ALSO EXCEPT: All lands used, deeded or platted for highway purposes.

The Southwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXCEPT: The West 250 feet of the North 240 feet of the South 815 feet.

The West Half of the Southeast Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northeast Quarter of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The West Half of the Northeast Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin. Being Parcel 1 of Juneau County Certified Survey Map No. 1654 as recorded in Volume 6 of C.S.M. on Page 90 as Document Number 315118.

EXHIBIT B
TO
WATERSTONE DECLARATION

Part of the South Half of the Fractional Southwest Quarter, Part of the Southwest Quarter of the Southeast Quarter, part of the Southeast Quarter of the Southeast Quarter of Section 19, and part of the North Half of the Fractional Northwest Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, bounded and described as follows;

BEGINNING at the Southeast corner of said Section 19, thence N 88°52'32" W along the South line of the Southeast Quarter of said Section 19 a distance of 2641.38 feet to the South Quarter corner of said Section 19, thence S 00°18'37" E along the North-South Quarter line of said Section 30 a distance of 978.78 feet, thence N 89°35'11" W a distance of 1439.18 feet to the East right-of-way of State Trunk Highway "58", thence the following bearings and distances along said right-of-way, N 00°32'21" W a distance of 72.38 feet, thence S 89°27'39" W a distance of 189.50 feet, thence N 45°10'46" W a distance of 91.34 feet, thence N 00°10'49" E a distance of 845.57 feet to the North line of the Fractional Northwest Quarter of said Section 30, thence departing from said right-of-way, S 89°35'11" E along said North line a distance of 1421.55 feet, thence N 24°43'58" E a distance of 58.76 feet, thence N 04°55'28" E a distance of 79.17 feet, thence S 46°11'34" E a distance of 99.75 feet, thence S 47°53'04" E a distance of 51.49 feet, thence S 85°05'30" E a distance of 90.36 feet, thence N 80°35'03" E a distance of 59.11 feet, thence N 65°56'19" E a distance of 85.36 feet, thence N 34°15'01" E a distance of 117.82 feet, thence N 02°22'10" W a distance of 154.59 feet, thence N 00°30'03" E a distance of 50.91 feet, thence N 76°44'18" E a distance of 79.27 feet, thence N 54°23'56" E a distance of 89.28 feet, thence N 31°37'49" E a distance of 76.58 feet, thence N 11°07'38" E a distance of 57.34 feet, thence N 60°54'43" E a distance of 63.15 feet, thence N 42°54'58" E a distance of 43.44 feet, thence S 71°45'20" E a distance of 127.25 feet, thence N 87°24'07" E a distance of 102.61 feet, thence S 56°41'11" E a distance of 39.87 feet, thence S 88°33'41" E a distance of 71.85 feet, thence N 51°26'15" E a distance of 77.45 feet, thence N 25°32'42" E a distance of 81.36 feet, thence N 68°37'14" E a distance of 100.30 feet, thence N 45°07'53" E a distance of 87.41 feet, thence S 42°41'10" E a distance of 109.86 feet, thence S 53°05'40" E a distance of 117.88 feet, thence S 61°41'00" E a distance of 53.29 feet, thence N 72°13'39" E a distance of 79.32 feet, thence N 43°56'37" E a distance of 78.87 feet, thence N 24°30'15" E a distance of 32.36 feet, thence S 48°35'03" E a distance of 71.00 feet, thence S 68°34'52" E a distance of 76.69 feet, thence N 89°52'31" E a distance of 139.91 feet, thence N 63°31'37" E a distance of 136.27 feet, thence N 43°42'54" E a distance of 108.51 feet, thence N 72°25'55" E a distance of 32.36 feet, thence N 54°20'09" E a distance of 75.68 feet, thence N 43°34'37" E a distance of 63.07 feet, thence N 16°22'28" E a distance of 23.74 feet, thence N 87°30'59" E a distance of 120.31 feet, thence N 72°29'09" E a distance of 62.00 feet, thence N 55°06'15" E a distance of 64.77 feet, thence N 32°53'39" E a distance of 103.75 feet, thence N 52°28'55" E a distance of 44.02 feet, thence S 89°28'58" E a distance of 133.68 feet, thence N 76°18'44" E a distance of 125.34 feet, thence N 64°39'23" E a distance of 40.95 feet, thence S 89°58'33" E a distance of 33.00 feet to the East line of the Southeast Quarter of said Section 19, thence S 00°01'27" W along said East line a distance of 1178.37 feet to the Southeast corner of said Section 19 and the POINT OF BEGINNING.

Being Lot 1 through Lot 56 inclusive and Outlot 1 through Outlot 11 inclusive of Waterstone. Recorded on the 7th Day of June, 2006 in Volume 11 of Plats on Pages 60 through 64, as Document Number 650200.

EXCEPT: Outlots 4, 6, 7, 9 and 11 of Waterstone. Recorded on the 7th Day of June, 2006 in Volume 11 of Plats on Pages 60 through 64, as Document Number 650200.

EXHIBIT C TO WATERSTONE DECLARATION

WATERSTONE

Part of the South Half of the Fractional Southwest Quarter, part of the Southeast Quarter of the Southeast Quarter of Section 19 and Part of the North Half of the Fractional Northwest Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, JunEAU County, Wisconsin.

Section	Area	Acres
19	1.0000	1.0000
20	1.0000	1.0000
30	1.0000	1.0000
31	1.0000	1.0000
32	1.0000	1.0000
33	1.0000	1.0000
34	1.0000	1.0000
35	1.0000	1.0000
36	1.0000	1.0000
37	1.0000	1.0000
38	1.0000	1.0000
39	1.0000	1.0000
40	1.0000	1.0000
41	1.0000	1.0000
42	1.0000	1.0000
43	1.0000	1.0000
44	1.0000	1.0000
45	1.0000	1.0000
46	1.0000	1.0000
47	1.0000	1.0000
48	1.0000	1.0000
49	1.0000	1.0000
50	1.0000	1.0000
51	1.0000	1.0000
52	1.0000	1.0000
53	1.0000	1.0000
54	1.0000	1.0000
55	1.0000	1.0000
56	1.0000	1.0000
57	1.0000	1.0000
58	1.0000	1.0000
59	1.0000	1.0000
60	1.0000	1.0000
61	1.0000	1.0000
62	1.0000	1.0000
63	1.0000	1.0000
64	1.0000	1.0000
65	1.0000	1.0000
66	1.0000	1.0000
67	1.0000	1.0000
68	1.0000	1.0000
69	1.0000	1.0000
70	1.0000	1.0000
71	1.0000	1.0000
72	1.0000	1.0000
73	1.0000	1.0000
74	1.0000	1.0000
75	1.0000	1.0000
76	1.0000	1.0000
77	1.0000	1.0000
78	1.0000	1.0000
79	1.0000	1.0000
80	1.0000	1.0000
81	1.0000	1.0000
82	1.0000	1.0000
83	1.0000	1.0000
84	1.0000	1.0000
85	1.0000	1.0000
86	1.0000	1.0000
87	1.0000	1.0000
88	1.0000	1.0000
89	1.0000	1.0000
90	1.0000	1.0000
91	1.0000	1.0000
92	1.0000	1.0000
93	1.0000	1.0000
94	1.0000	1.0000
95	1.0000	1.0000
96	1.0000	1.0000
97	1.0000	1.0000
98	1.0000	1.0000
99	1.0000	1.0000
100	1.0000	1.0000

Block	Lot	Area	Acres	Owner
1	1	1.0000	1.0000	...
1	2	1.0000	1.0000	...
1	3	1.0000	1.0000	...
1	4	1.0000	1.0000	...
1	5	1.0000	1.0000	...
1	6	1.0000	1.0000	...
1	7	1.0000	1.0000	...
1	8	1.0000	1.0000	...
1	9	1.0000	1.0000	...
1	10	1.0000	1.0000	...
1	11	1.0000	1.0000	...
1	12	1.0000	1.0000	...
1	13	1.0000	1.0000	...
1	14	1.0000	1.0000	...
1	15	1.0000	1.0000	...
1	16	1.0000	1.0000	...
1	17	1.0000	1.0000	...
1	18	1.0000	1.0000	...
1	19	1.0000	1.0000	...
1	20	1.0000	1.0000	...
1	21	1.0000	1.0000	...
1	22	1.0000	1.0000	...
1	23	1.0000	1.0000	...
1	24	1.0000	1.0000	...
1	25	1.0000	1.0000	...
1	26	1.0000	1.0000	...
1	27	1.0000	1.0000	...
1	28	1.0000	1.0000	...
1	29	1.0000	1.0000	...
1	30	1.0000	1.0000	...
1	31	1.0000	1.0000	...
1	32	1.0000	1.0000	...
1	33	1.0000	1.0000	...
1	34	1.0000	1.0000	...
1	35	1.0000	1.0000	...
1	36	1.0000	1.0000	...
1	37	1.0000	1.0000	...
1	38	1.0000	1.0000	...
1	39	1.0000	1.0000	...
1	40	1.0000	1.0000	...
1	41	1.0000	1.0000	...
1	42	1.0000	1.0000	...
1	43	1.0000	1.0000	...
1	44	1.0000	1.0000	...
1	45	1.0000	1.0000	...
1	46	1.0000	1.0000	...
1	47	1.0000	1.0000	...
1	48	1.0000	1.0000	...
1	49	1.0000	1.0000	...
1	50	1.0000	1.0000	...
1	51	1.0000	1.0000	...
1	52	1.0000	1.0000	...
1	53	1.0000	1.0000	...
1	54	1.0000	1.0000	...
1	55	1.0000	1.0000	...
1	56	1.0000	1.0000	...
1	57	1.0000	1.0000	...
1	58	1.0000	1.0000	...
1	59	1.0000	1.0000	...
1	60	1.0000	1.0000	...
1	61	1.0000	1.0000	...
1	62	1.0000	1.0000	...
1	63	1.0000	1.0000	...
1	64	1.0000	1.0000	...
1	65	1.0000	1.0000	...
1	66	1.0000	1.0000	...
1	67	1.0000	1.0000	...
1	68	1.0000	1.0000	...
1	69	1.0000	1.0000	...
1	70	1.0000	1.0000	...
1	71	1.0000	1.0000	...
1	72	1.0000	1.0000	...
1	73	1.0000	1.0000	...
1	74	1.0000	1.0000	...
1	75	1.0000	1.0000	...
1	76	1.0000	1.0000	...
1	77	1.0000	1.0000	...
1	78	1.0000	1.0000	...
1	79	1.0000	1.0000	...
1	80	1.0000	1.0000	...
1	81	1.0000	1.0000	...
1	82	1.0000	1.0000	...
1	83	1.0000	1.0000	...
1	84	1.0000	1.0000	...
1	85	1.0000	1.0000	...
1	86	1.0000	1.0000	...
1	87	1.0000	1.0000	...
1	88	1.0000	1.0000	...
1	89	1.0000	1.0000	...
1	90	1.0000	1.0000	...
1	91	1.0000	1.0000	...
1	92	1.0000	1.0000	...
1	93	1.0000	1.0000	...
1	94	1.0000	1.0000	...
1	95	1.0000	1.0000	...
1	96	1.0000	1.0000	...
1	97	1.0000	1.0000	...
1	98	1.0000	1.0000	...
1	99	1.0000	1.0000	...
1	100	1.0000	1.0000	...

ZONING:
This property is zoned:
R-10 - Residential Single-Family
S-10 - Single-Family Detached
S-20 - Detached Dwelling District

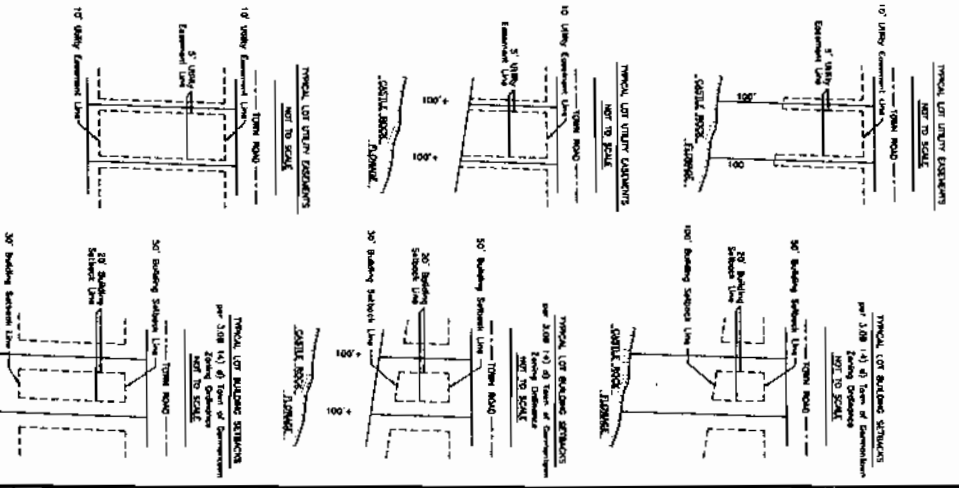
AREA:
Total Area: 100.00 ac. ±
Area of Open Space: 1.00 ac. ±
Area of District: 10.00 ac. ±
Area of the Project: 10.00 ac. ±
Total Area of District: 10.00 ac. ±

Environmental Considerations:
None known.

Area of Adjacent:
None known.

Area of Impact:
None known.

Area of Contamination:
None known.



This plan is submitted to the City of Germantown, Wisconsin, for review and approval. The City of Germantown, Wisconsin, is not responsible for the accuracy of the information provided herein. The City of Germantown, Wisconsin, is not responsible for the accuracy of the information provided herein.

Robert A. Pinsky
Professional Engineer

136

Amendment to Waterstone
Declaration of Covenants
Conditions & Restrictions
Document Title

Document Number

DOCUMENT # 653781

Recorded
NOV. 02, 2006 AT 11:10AM
CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI
Fee Amount: \$19.00

Recording Area

Name and Return Address

HTL - 55040 - master
BRAD PAVLOSKI

Parcel 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

137

**AMENDMENT TO WATERSTONE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Waterstone Declaration of Covenants, Conditions and Restrictions is made this 31st day of October, 2006.

RECITALS

WHEREAS, the Waterstone Declaration of Covenants, Conditions and Restrictions (the "Restrictions") dated the 12th day of June, 2006, was recorded on the 21st day of June, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 650516; and

WHEREAS, the Restrictions cover all Lots and Outlots within Waterstone Subdivision 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 XXV of the Restrictions provides that the Restrictions can be amended by an instrument signed by two-thirds (2/3) of the then owners of the Subject Property; and

WHEREAS, the undersigned are the owners of at least two-thirds (2/3) of the Lots within Waterstone Subdivision and, therefore, have the right to amend the Restrictions.

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

1. Article XXIV, Section 2(C.) is hereby deleted and replaced with the following:

- 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. The owners of Lots 15 through 33, and Lots 39 and 40 shall have the right to obtain a permanent boat slip on the common pier to be purchased by the Developer, subject to the payment of all required fees, the provisions of the Non-**

130

exclusive License Agreement, and the rules of the Association. These Lot owners are allowed to use one boat slip during the months that the boat piers are in place. These Lot owners may park their watercraft at the designated boat slip for the entire time the piers are in the water. There are a total of 21 permanent boat slips. The owners of Lots 1 through 14, 34 through 38, and 41 through 56 shall have the right to obtain temporary boat slip privileges subject to availability and only when the Lot owner is present at the Subdivision. These boat slips will be available on a first come/first serve basis. There are a total of 19 temporary boat slips. The total number of boat slips is 40 per the non-exclusive license agreement. Lot owners are not allowed to leave their watercraft in the water at the temporary boat slips if the Lot owner is away from the Subdivision for more than one day. The temporary boat slips are to be used only when a Lot owner are presently at the Subdivision. A Lot owner cannot at any one time occupy more than one of the temporary boat slips. Temporary boat slips cannot be used by the guests of Lot owners. The Declarant is not responsible for any problems/disputes that may arise between Lot owners in regards to piers, boat slips, and access to them.

The owner's of Lots 1 through 10 may have riparian rights. Nothing contained in this Declaration restricts any riparian owner from exercising any riparian rights the owner may have. The Developer makes no representations or warranties as to the water levels of Castle Rock Flowage or an owner having riparian rights. Except as set forth below with respect to the Declarant, 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 Outlots, clubhouse, pool, volleyball court, playground, tennis court, and parking areas. The Association shall at its first Annual Meeting set the assessment for the following year to cover first year's estimated expenses.

IN WITNESS WHEREOF, this Amendment to the Waterstone Declaration of Covenants, Conditions and Restrictions is executed by the Owners of at least two-thirds (2/3) of the Lots within said Subdivision as of the day and year first written above.

129

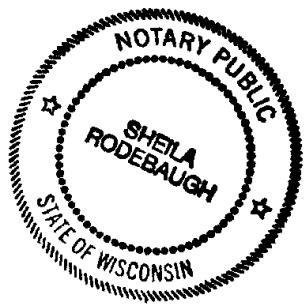
SMP Development Co., LLC

By: Brad Pavloski
Its: member

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF Juneau

This instrument was acknowledged before me on 10-31-06 by
BRAD PAVLOSKI.



Sheila Rodebaugh
Sheila Rodebaugh
Notary Public, State of Wisconsin
My commission expires: 7/4/2010

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

140

EXHIBIT A
LEGAL DESCRIPTION OF WATERSTONE SUBDIVISION

Lots 1 through 56 of Waterstone, a plat recorded in Volume 11 of Plats on Page 60-64 as Document No. 650200, being a part of the South Half of the Fractional Southwest Quarter (S1/2 FrSW1/4), part of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4), part of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 19 and part of the North Half of the Fractional Northwest Quarter (N1/2 FrNW1/4) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

STEWART TITLE
GUARANTY COMPANY

Schedule A of this Policy consists of 1 page(s)

AMENDMENT TO WATERSTONE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

DOCUMENT # 665919

Document Number

Title of Document

Recorded

Apr. 29, 2008 AT 03:30PM

CHRISTIE BENDER

REGISTER OF DEEDS

JUNEAU CO., WI

Fee Amount: \$23.00

Total Pages 7

INDEXING
COMPLETED

Record this document with the Register of Deeds

Name and Return Address:

P.U.

MSA Professional Services, Inc

301 South Main Street

Adams, WI. 53934

(Parcel Identification Number)

**AMENDMENT TO WATERSTONE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Waterstone Declaration of Covenants, Conditions and Restrictions is made this 29TH day of April, 2008.

RECITALS

WHEREAS, the Waterstone Declaration of Covenants, Conditions and Restrictions, as amended (the "Restrictions") dated the 12th day of June, 2006, was recorded on the 21st day of June, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 650516; and

WHEREAS, the Restrictions cover all Lots and Outlots within Waterstone Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the first page of the Restrictions and Article XXIII of the Restrictions provides that the Declarant or its Affiliates have the sole right to subject to the Declaration the remaining "Land" not included in the original Declaration (the "Expansion Property"), and to grant the owners of lots in Declarants or its Affiliates other developments the right to use certain Outlots located in Waterstone Subdivision. Hidden Bay, LLC transferred its interest in Waterstone Subdivision to SMP Development, LLC, which is the successor developer of Waterstone Subdivision; and

WHEREAS, D&L Land Ventures, LLC and Great Northern Timber Company, LLC ("Declarant's Affiliates") are the owners of the Expansion Property described on Exhibit B attached hereto and are Affiliates of the Declarant; and

WHEREAS, Declarant and Declarant's Affiliates have platted the Expansion Property described on Exhibit B as Stone Gate Lake Subdivision and desire to allow the Lot Owners in Stone Gate Lake Subdivision to access and use the clubhouse, pool, volleyball court, playground, tennis court, basketball court, putting green, pond, beach, and parking areas located on Outlot 8 of Waterstone Subdivision; and

WHEREAS, the Declarant and Declarant's Affiliates hereby declare that the Lot Owners in Stone Gate Lake Subdivision have the right to use the clubhouse, pool, volleyball court, playground, tennis court, basketball court, putting green, pond, beach, and parking areas ("Clubhouse Amenities") located on Outlot 8 of Waterstone Subdivision, and further declare that each Lot Owner in Stone Gate Lake Subdivision shall pay their pro rata share of all assessments associated with the maintenance and repair of the Clubhouse Amenities.

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

1. The Declarant and Declarant's Affiliates hereby declare that the Lot Owners in Stone Gate Lake Subdivision have the right to use the clubhouse, pool, volleyball court, playground, tennis court, basketball court, putting green, pond, beach, and parking areas ("Clubhouse Amenities") located on Outlot 8 of Waterstone Subdivision. Each Lot Owner in Stone Gate Lake Subdivision shall pay their pro rata share of all assessments associated with the maintenance and repair of the Clubhouse Amenities. The Waterstone Waterfront Community Association, Ltd. shall separate the assessments for the Clubhouse Amenities from the general assessment and levy the pro rata portion of the Clubhouse Amenities assessments against the Stone Gate Lake Lot Owners. The real estate described on Exhibit B attached hereto is subject to the terms of the Declaration as set forth herein with regard to the Clubhouse Amenities, and all purchasers and their successors of any portion of Stone Gate Lake Subdivision, and each and every conveyance of any portion of Stone Gate Lake Subdivision will be subject to the terms of this Amendment.

IN WITNESS WHEREOF, this Amendment to the Waterstone Declaration of Covenants, Conditions and Restrictions is executed by the Declarant and Declarant's Affiliates as of the day

and year first written above.

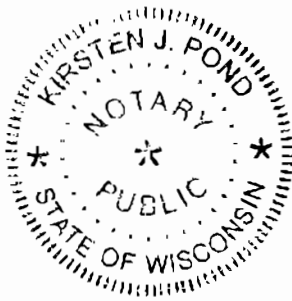
SMP Development, LLC

By: *[Signature]*
PATRICK PAVLOSKI, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF Juneau

This instrument was acknowledged before me on 4/29/08 by
Patrick Pavloski.



[Signature]
Kirsten J. Pond
Notary Public, State of Wisconsin
My commission expires: June 7, 2009

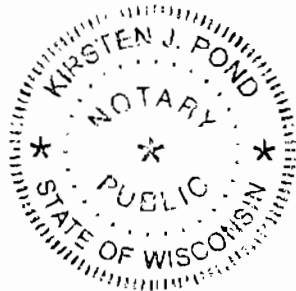
D&L Land Ventures, LLC

By: *[Signature]*
PATRICK PAVLOSKI, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF Juneau

This instrument was acknowledged before me on 4/29/08 by
Patrick Pavloski.



[Signature]
Kirsten J. Pond
Notary Public, State of Wisconsin
My commission expires: June 7, 2009

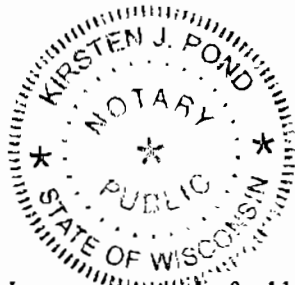
Great Northern Timber Company, LLC

By: At sd
PATRICK PAUKOSKI, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF Juneau

This instrument was acknowledged before me on 4/29/08 by
PATRICK PAUKOSKI



Kirsten J. Pond
Kirsten J. Pond
Notary Public, State of Wisconsin
My commission expires June 7, 2009

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

133

EXHIBIT A
LEGAL DESCRIPTION OF WATERSTONE SUBDIVISION

Part of the South Half of the Fractional Southwest Quarter, Part of the Southwest Quarter of the Southeast Quarter, part of the Southeast Quarter of the Southeast Quarter of Section 19, and part of the North Half of the Fractional Northwest Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, bounded and described as follows;
BEGINNING at the Southeast corner of said Section 19, thence N 88°52'32" W along the South line of the Southeast Quarter of said Section 19 a distance of 2641.38 feet to the South Quarter corner of said Section 19, thence S 00°18'37" E along the North-South Quarter line of said Section 30 a distance of 978.78 feet, thence N 89°35'11" W a distance of 1439.18 feet to the East right-of-way of State Trunk Highway "58", thence the following bearings and distances along said right-of-way, N 00°32'21" W a distance of 72.38 feet, thence S 89°27'39" W a distance of 189.50 feet, thence N 45°10'46" W a distance of 91.34 feet, thence N 00°10'49" E a distance of 845.57 feet to the North line of the Fractional Northwest Quarter of said Section 30, thence departing from said right-of-way, S 89°35'11" E along said North line a distance of 1421.55 feet, thence N 24°43'58" E a distance of 58.76 feet, thence N 04°55'28" E a distance of 79.17 feet, thence S 46°11'34" E a distance of 99.75 feet, thence S 47°53'04" E a distance of 51.49 feet, thence S 85°05'30" E a distance of 90.36 feet, thence N 80°35'03" E a distance of 59.11 feet, thence N 65°56'19" E a distance of 85.36 feet, thence N 34°15'01" E a distance of 117.82 feet, thence N 02°22'10" W a distance of 154.59 feet, thence N 00°30'03" E a distance of 50.91 feet, thence N 76°44'18" E a distance of 79.27 feet, thence N 54°23'56" E a distance of 89.28 feet, thence N 31°37'49" E a distance of 76.58 feet, thence N 11°07'38" E a distance of 57.34 feet, thence N 60°54'43" E a distance of 63.15 feet, thence N 42°54'58" E a distance of 43.44 feet, thence S 71°45'20" E a distance of 127.25 feet, thence N 87°24'07" E a distance of 102.61 feet, thence S 56°41'11" E a distance of 39.87 feet, thence S 88°33'41" E a distance of 71.85 feet, thence N 51°26'15" E a distance of 77.45 feet, thence N 25°32'42" E a distance of 81.36 feet, thence N 68°37'14" E a distance of 100.30 feet, thence N 45°07'53" E a distance of 87.41 feet, thence S 42°41'10" E a distance of 109.86 feet, thence S 53°05'40" E a distance of 117.88 feet, thence S 61°41'00" E a distance of 53.29 feet, thence N 72°13'39" E a distance of 79.32 feet, thence N 43°56'37" E a distance of 78.87 feet, thence N 24°30'15" E a distance of 32.36 feet, thence S 48°35'03" E a distance of 71.00 feet, thence S 68°34'52" E a distance of 76.69 feet, thence N 89°52'31" E a distance of 139.91 feet, thence N 63°31'37" E a distance of 136.27 feet, thence N 43°42'54" E a distance of 108.51 feet, thence N 72°25'55" E a distance of 32.36 feet, thence N 54°20'09" E a distance of 75.68 feet, thence N 43°34'37" E a distance of 63.07 feet, thence N 16°22'28" E a distance of 23.74 feet, thence N 87°30'59" E a distance of 120.31 feet, thence N 72°29'09" E a distance of 62.00 feet, thence N 55°06'15" E a distance of 64.77 feet, thence N 32°53'39" E a distance of 103.75 feet, thence N 52°28'55" E a distance of 44.02 feet, thence S 89°28'58" E a distance of 133.68 feet, thence N 76°18'44" E a distance of 125.34 feet, thence N 64°39'23" E a distance of 40.95 feet, thence S 89°58'33" E a distance of 33.00 feet to the East line of the Southeast Quarter of said Section 19, thence S 00°01'27" W along said East line a distance of 1178.37 feet to the Southeast corner of said Section 19 and the POINT OF BEGINNING.

Being Lot 1 through Lot 56 inclusive and Outlot 1 through Outlot 11 inclusive of Waterstone. Recorded on the 7th Day of June, 2006 in Volume 11 of Plats on Pages 60 through 64, as Document Number 650200.

EXCEPT: Outlots 4, 6, 7, 9 and 11 of Waterstone. Recorded on the 7th Day of June, 2006 in Volume 11 of Plats on Pages 60 through 64, as Document Number 650200.

EXHIBIT B
LEGAL DESCRIPTION OF STONE GATE LAKE SUBDIVISION

Parcel 1 of Juneau County Certified Survey Map No. 1654 as recorded in Volume 6 of CSM on Page 90 as Document Number 315118. Being the West Half of the Northeast Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Southwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXCEPT: The West 250 feet of the North 240 feet of the South 815 feet.

FURTHER EXCEPTING: the rights of the Wisconsin River Power Company to set the waters of the Wisconsin River back as set out in Volume 158 of Deeds, at Page 574, Juneau County Register of Deeds.

The West Half of the Southeast Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Including Lot 1 through Lot 53 inclusive and Outlot 1 through Outlot 7 inclusive of Stone Gate Lake. Filed on the 15th day of April, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651.

THIRD AMENDMENT TO WATERSTONE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

DOCUMENT # 675324

Document Number

Title of Document

Recorded
Sep. 01, 2009 AT 03:15PM

CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI

Fee Amount: \$23.00

Total Pages 7

INDEXING
COMPLETED

Record this document with the Register of Deeds

Name and Return Address:

Pickup

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

(Parcel Identification Number)

**AMENDMENT TO WATERSTONE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Waterstone Declaration of Covenants, Conditions and Restrictions is made this 1ST day of SEPTEMBER, 2009.

RECITALS

WHEREAS, the Waterstone Declaration of Covenants, Conditions and Restrictions, as amended (the "Restrictions") dated the 12th day of June, 2006, was recorded on the 21st day of June, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 650516; an Amendment dated 31st day of October, 2006 was recorded on the 2nd day of November, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 653781; an Amendment which was recorded the 29th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665919; and

WHEREAS, the Restrictions cover all Lots and Outlots within Waterstone Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the first page of the Restrictions and Article XXIII of the Restrictions provides that the Declarant or its Affiliates have the sole right to subject to the Declaration additional lands in the vicinity of Waterstone Subdivision (the "Expansion Property"), and to grant the owners of lots in Declarants or its Afilliates other developments the right to use certain Outlots located in Waterstone Subdivision. Hidden Bay, LLC transferred its interest in Waterstone Subdivision to SMP Development, LLC, which is the successor developer of Waterstone Subdivision; and

WHEREAS, Great Northern Timber Company, LLC is an affiliate of Declarant (“Declarant’s Affiliate”), and is the owner of the Expansion Property known as Sand Point Lake Subdivision described on Exhibit B attached hereto; and

WHEREAS, Declarant and Declarant’s Affiliates will plat the Expansion Property described on Exhibit B as Sand Point Lake Subdivision and desire to allow the Lot Owners in Sand Point Lake Subdivision to access and use the clubhouse, pool, volleyball court, playground, tennis court, basketball court, putting green, pond, beach, and parking areas located on Outlot 8 of Waterstone Subdivision; and

WHEREAS, the Declarant and Declarant’s Affiliates hereby declare that the Lot Owners in Sand Point Lake Subdivision have the right to use the clubhouse, pool, volleyball court, playground, tennis court, basketball court, putting green, pond, beach, and parking areas (“Clubhouse Amenities”) located on Outlot 8 of Waterstone Subdivision, and further declare that each Lot Owner in Sand Point Lake Subdivision shall pay their pro rata share of all assessments associated with the maintenance and repair of the Clubhouse Amenities.

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

1. The Declarant and Declarant’s Affiliates hereby declare that the Lot Owners in Sand Point Lake Subdivision have the right to use the clubhouse, pool, volleyball court, playground, tennis court, basketball court, putting green, pond, beach, and parking areas (“Clubhouse Amenities”) located on Outlot 8 of Waterstone Subdivision. Each Lot Owner in Sand Point Lake Subdivision shall pay their pro rata share of all assessments associated with the maintenance and repair of the Clubhouse Amenities. The Waterstone Waterfront Community Association, Ltd. shall separate the assessments for the Clubhouse Amenities from the general assessment and levy the pro rata portion of the Clubhouse Amenities assessments against the Sand Point Lake Lot Owners. The real estate described on Exhibit B attached hereto is subject to the terms of the Declaration as set forth herein with regard to the Clubhouse Amenities, and all purchasers and their successors of any portion of Sand Point Lake

Subdivision, and each and every conveyance of any portion of Sand Point Lake Subdivision will be subject to the terms of this Amendment.

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

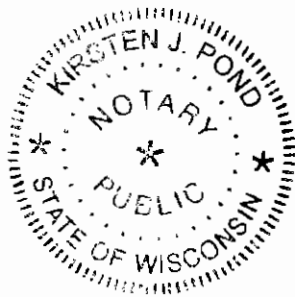
SMP Development Co., LLC

By: [Signature], Member

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF Lincoln

This instrument was acknowledged before me on 9/1/09 by Brad Pavloski.



[Signature]

Notary Public, State of Wisconsin
My commission expires: 7.28.2013

Great Northern Timber Company, LLC

By: [Signature]
_____, Member

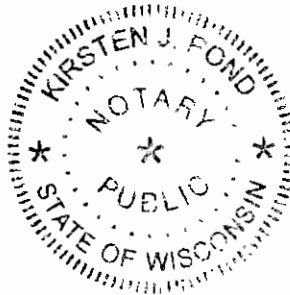
ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF Juneau

This instrument was acknowledged before me on 9/1/09 by
Brad Pavloski.

[Signature]
Kirsten J. Fond
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



155

EXHIBIT A
LEGAL DESCRIPTION OF WATERSTONE SUBDIVISION

Lot 1 through Lot 56 inclusive and Outlots 1, 2, 3, 5, 8 and 10 of Waterstone. Recorded on the 7th Day of June, 2006 in Volume 11 of Plats on Pages 60 through 64, as Document Number 650200.

Being part of the South Half of the Fractional Southwest Quarter, Part of the Southwest Quarter of the Southeast Quarter, part of the Southeast Quarter of the Southeast Quarter of Section 19, and part of the North Half of the Fractional Northwest Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXHIBIT B

LEGAL DESCRIPTION OF SAND POINT LAKE SUBDIVISION

Outlot 1 of Juneau County Certified Survey Map No. 3879 as recorded in Volume 17 of CSM Page 50 as Document No. 662241, being a part of the Northeast Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Outlot 1 of Juneau County Certified Survey Map No. 3891 as recorded in Volume 17 of CSM Page 62 as Document No. 662727, being a part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 7 of Juneau County Certified Survey Map No. 748 as recorded in Volume 3 of CSM Page 214 as Document No. 267429, being a part of the North Half of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 8 of Juneau County Certified Survey Map No. 748 as recorded in Volume 3 of CSM Page 214 as Document No. 267429, being a part of the North Half of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Southwest Quarter of the Northeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northeast Quarter of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North Half of the Fractional Southwest Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPT the West 14.15 acres thereof.

Lot 1 of Juneau County Certified Survey Map No. 4004 as recorded in Volume 17 of CSM Page 175 as Document No. 670352, being a part of the South Half of the Fractional Northwest Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northwest Quarter of the Northwest Quarter of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Outlot 1 of Juneau County Certified Survey Map No. 3982 as recorded in Volume 17 of CSM Page 153 as Document No. 669236, being a part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Containing 305 acres more or less.

FOURTH AMENDMENT TO WATERSTONE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

DOCUMENT # 676691

Document Number

Title of Document

Recorded

Nov. 16, 2009 AT 02:30PM

CHRISTIE BENDER

REGISTER OF DEEDS

JUNEAU CO., WI

Fee Amount: \$17.00

Total Pages 4

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

PICK UP

(Parcel Identification Number)

77

**AMENDMENT TO WATERSTONE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Waterstone Declaration of Covenants, Conditions and Restrictions is made this 15th day of October, 2009.

RECITALS

WHEREAS, the Waterstone Declaration of Covenants, Conditions and Restrictions, as amended (the "Restrictions") dated the 12th day of June, 2006, was recorded on the 21st day of June, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 650516; and an Amendment dated the 31st day of October, 2006, was recorded on the 2nd day of November, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 653781; and an Amendment dated the 29th day of April, 2008, was recorded on the 29th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665919; and Third Amendment dated the 1st day of September, 2009, was recorded on the 1st day of September, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675324; and

WHEREAS, the Restrictions cover all Lots and Outlots within Waterstone Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Restrictions provide that the Declarant has the right to amend the Restrictions.

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

1. Use of the clubhouse and related outdoor amenities at Waterstone Subdivision is intended to be used by the Lot Owners of Waterstone and other subdivisions and their immediate families only. Guests, tenants,

relatives, and other invitees (hereinafter "Invitees") of Lot Owners in Waterstone 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 Waterstone Declaration of Covenants, Conditions and Restrictions is executed by the Declarant as of the day and year first written above.

SMP Development Co., LLC

By: *Brad Paloski*
_____, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF JUNEAU

This instrument was acknowledged before me on 11/10/09
Brad Paloski, Member of SMP Development Co., LLC.

Betty J. Manly

Notary Public, State of Wisconsin
My commission expires: April 24, 2011



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

79

EXHIBIT A
LEGAL DESCRIPTION OF WATERSTONE SUBDIVISION

Lot 1 through Lot 56 inclusive and Outlots 1, 2, 3, 5, 8 and 10 of Waterstone. Recorded on the 7th Day of June, 2006 in Volume 11 of Plats on Pages 60 through 64, as Document Number 650200.

Being part of the South Half of the Fractional Southwest Quarter, Part of the Southwest Quarter of the Southeast Quarter, part of the Southeast Quarter of the Southeast Quarter of Section 19, and part of the North Half of the Fractional Northwest Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

FIFTH
AMENDMENT TO WATERSTONE AND SIXTH
*STONE GATE LAKE DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS

DOCUMENT # 679888

Document Number

Document Title

Recorded
June 03, 2010 AT 10:00AM

CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI

Fee Amount: \$23.00

Total Pages 7

*AMENDMENT TO

Recording Area

Name and Return Address

HTL

Parcel Identification Number (PIN)

AMENDMENT TO WATERSTONE and STONE GATE LAKE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment to Waterstone and Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 1st day of May 2010.

RECITALS

WHEREAS, the Waterstone Declaration of Covenants, Conditions and Restrictions, as amended (the "Restrictions") dated the 12th day of June, 2006, were recorded on the 21st day of June, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 650516; and

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, ("Stone Gate Restrictions") dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and

WHEREAS, the Restrictions cover all Lots and Outlots within Waterstone Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the first page of the Restrictions and Article XXIII of the Restrictions provides that the Declarant or its Affiliates have the sole right to subject to the Declaration additional lands (the "Expansion Property"), to grant the owners of lots in Declarants or its Affiliates other developments the right to use certain Outlots located in Waterstone Subdivision, and the right to amend the Articles of Incorporation and/or By-laws of the Owner's Association so that the Waterstone Waterfront Community Association, Ltd. functions as the association for

all of the Developments. Hidden Bay, LLC transferred its interest in Waterstone Subdivision to SMP Development, LLC, which is the successor developer of Waterstone Subdivision; and

WHEREAS, D&L Land Ventures, LLC and Great Northern Timber Company, LLC are affiliates of Declarant (“Declarant’s Affiliate”), and are the owners of the Expansion Property known as Stone Gate Lake Subdivision described on Exhibit B attached hereto; and

WHEREAS, the Declarant and Declarant’s Affiliates had previously amended the Declaration to allow the Lot Owners in Stone Gate Lake Subdivision the right to use the clubhouse, pool, volleyball court, playground, tennis court, basketball court, putting green, pond, beach, and parking areas (“Clubhouse Amenities”) located on Outlot 8 of Waterstone Subdivision; and

WHEREAS, Declarant and Declarant’s Affiliates have platted the Expansion Property described on Exhibit B as Stone Gate Lake Subdivision and desire to amend the Articles of Incorporation of Waterstone Waterfront Community Association, Ltd. (“Waterstone Association”) such that all Lot Owners in Stone Gate Lake Subdivision shall be Members of the Waterstone Association; and

NOW, THEREFORE, the Restrictions and the Stone Gate Restrictions are hereby amended as follows:

1. The Declarant and Declarant’s Affiliates hereby declare that the Lot Owners in Stone Gate Lake Subdivision are now Members of the Waterstone Association. Declarant shall amend the Articles of Incorporation of the Waterstone Association to include the Lot Owners of Stone Gate Lake Subdivision as Members of the Waterstone Association. The Stone Gate Lake Community Association, Ltd. shall be dissolved. The Lot Owners in Stone Gate Lake Subdivision shall continue to have the right to use the clubhouse, pool, volleyball court, playground, tennis court, basketball court, putting green, pond, beach, and parking areas (“Clubhouse Amenities”) located on Outlot 8 of Waterstone Subdivision. The Waterstone Association shall separate the assessments for the common areas and Outlots within Stone Gate Lake Subdivision and levy

the assessments for the Stone Gate Lake common areas and Outlots only against the Lot Owners in Stone Gate Lake Subdivision on a pro rata basis. The Waterstone Subdivision Lot Owners shall have no obligation to pay assessments associated with the Stone Gate Lake common areas and Outlots, and shall have no right of access or use of the Stone Gate Lake common areas and Outlots. In addition, the Waterstone Association shall separate the assessments for the common areas and Outlots (except for assessments related to the Clubhouse Amenities, which shall be shared) within Waterstone Subdivision and levy the assessments for the Waterstone common areas and Outlots (except the Clubhouse Amenities) only against the Lot Owners in Waterstone Subdivision on a pro rata basis. The Stone Gate Lake Subdivision Lot Owners shall have no obligation to pay assessments associated with the Waterstone common areas and Outlots (except for the Clubhouse Amenities), and shall have no right of access or use of the Waterstone common areas or Outlots other than the Clubhouse Amenities. As provided in the Amendment to Waterstone Declaration of Covenants, Conditions and Restrictions recorded with the Juneau County Register of Deeds on April 29, 2008, as Document No. 665919, the Waterstone Association shall separate the assessments for the Clubhouse Amenities from the general assessments and levy the pro rata portion of the Clubhouse Amenities assessments against both the Stone Gate Lake Lot Owners and the Waterstone Lot Owners. The real estate described on Exhibit B attached hereto is subject to the terms of the Declaration as set forth herein with regard to the Waterstone Association and Clubhouse Amenities, and all purchasers and their successors of any portion of Stone Gate Lake Subdivision, and each and every conveyance of any portion of Stone Gate Lake Subdivision will be subject to the terms of this Amendment.

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

SMP Development Co., LLC

By:  _____, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF Juneau

This instrument was acknowledged before me on 5-26-10 by
Brad Pavloski.

Elaine M. Vanderslice
Elaine M. Vanderslice
Notary Public, State of Wisconsin
My commission expires: 5-15-11

Great Northern Timber Company, LLC

By: Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF Juneau

This instrument was acknowledged before me on 5-26-10 by
Brad Pavloski.

Elaine M. Vanderslice
Elaine M. Vanderslice
Notary Public, State of Wisconsin
My commission expires: 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 WATERSTONE SUBDIVISION

Lots 1 through 56 of Waterstone, a plat recorded in Volume 11 of Plats on Page 60-64 as Document No. 650200, being a part of the South Half of the Fractional Southwest Quarter (S1/2 FrSW 1/4), part of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4), part of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 19 and part of the North Half of the Fractional Northwest Quarter (N 1/2 FrNW 1/4) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXHIBIT B
LEGAL DESCRIPTION OF STONE GATE LAKE SUBDIVISION

Lots 1 through 53 and Outlots 1 through 7 of the Plat of Stone Gate Lake, recorded in Volume 12 of Plats, on Pages 16-23, as Document No. 665651, located in the Town of Germantown, Juneau County, Wisconsin.

Lot 54 of the First Addition to Stone Gate Lake, recorded in Volume 12 of Plat, Pages 24-25, as Document No. 668110, located in the Town of Germantown, Juneau County, Wisconsin.

Lots 55 through 60 of the Second Addition to Stone Gate Lake, recorded in Volume 12 of Plats, Pages 36-37, as Document No. 677529, located in the Town of Germantown, Juneau County, Wisconsin.

REVISED SEVENTH AMENDMENT TO STONE
GATE LAKE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

DOCUMENT # 723242

RECORDED

December 07, 2017 9:00 AM

STACY D. HAVILL

REGISTER OF DEEDS

JUNEAU CO., WI

FEE AMOUNT: \$30.00

TOTAL PAGES: 12

Document Number

Title of Document

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)

**REVISED SEVENTH AMENDMENT TO STONE GATE LAKE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 1st day of December, 2017.

RECITALS

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, as amended (the "Stone Gate Lake Restrictions") dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and the First Amendment dated the 8th day of October, 2008, was recorded on the 15th day of October, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669076; and the Second Amendment dated the 12th day of August, 2009, was recorded on the 12th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675009; and the Third Amendment dated the 9th day of November, 2009, was recorded on the 2nd day of December, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676981; and the Fourth Amendment dated the 8th day of January, 2010, was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679245; and the Fifth Amendment dated the 26th day of April, 2010, was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679267; and the Sixth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Seventh Amendment dated the 11th day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Eighth

Amendment dated the 17th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Ninth Amendment dated the 8th day of June, 2015, was recorded on the 11th day of June, 2015, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 709424; and the Tenth Amendment dated the 12th day of January, 2017, was recorded on the 23rd day of January, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 718483; and the Eleventh Amendment dated the 12th day of May, 2017, was recorded on the 5th day of June, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 720336; and

WHEREAS, the Stone Gate Lake Restrictions cover all Lots and select Outlots within the Stone Gate Lake Subdivision, the First Addition, Second Addition, Third Addition, Fourth Addition, Fifth Addition and Sixth Addition to Stone Gate Lake Subdivision 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, the first page and Article XXII of the Stone Gate Lake Restrictions provides that the Declarant or its Affiliates have the sole right to subject to the Declaration additional lands (the Expansion Property); and

WHEREAS, Article XXIV of the Stone Gate Lake Restrictions provides that the Declarant or its Affiliates have the sole right to amend the Restrictions prior to the conveyance of the last Lot to an Owner other than the Declarant; and

WHEREAS, the Declarant desires to submit additional lands to the Stone Gate Lake Restrictions and amend certain provisions of the Restrictions as set forth in this Amendment; and

WHEREAS, the Declarant was originally both Great Northern Timber Company, LLC and D&L Land Ventures, LLC. The two companies merged on May 21, 2008 and Great Northern Timber Company, LLC was the surviving entity and sole Declarant;

WHEREAS, Great Northern Timber Company, LLC transferred its interest in Stone Gate Lake Subdivision, including its rights as Declarant, to Stone Gate Lake Development, LLC.

NOW, THEREFORE, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions are hereby amended as follows:

1. The real estate described on Exhibit B attached hereto and further described on the Final Plat of the Third Addition to Stone Gate Lake attached hereto as Exhibit C (the "Third Addition") is subject to the terms of the Declaration of Restrictions, and Lots 61 through 78 inclusive, as set forth therein are subject to the Declaration of Restrictions, and all purchasers and their successors of any portion of the Third Addition, and each and every conveyance of any portion of the Third Addition will be, subject to the Declaration of Restrictions

2. 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 of 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.

Timeshare ownership. Fractional share ownership or any similar concepts are strictly prohibited.

This document is being recorded to clarify the Sixth Amendment to Waterstone and Seventh Amendment to Stone Gate Lake Declaration of Covenants, Conditions and Restrictions recorded with the Juneau County Register of Deeds on August 11, 2010 as Document Number 681126 ("Corrected Document"). The Waterstone Declaration of Covenants, Conditions and Restrictions ("Waterstone Restrictions") and Stone Gate Lake Declaration of Covenants, Conditions and Restrictions ("Stone Gate Lake Restrictions") have different requirements for amendment.

Although the Corrected Document made reference to the Waterstone Restrictions in the recitals, it made no attempt to amend or modify the Waterstone Restrictions. The Corrected Document only amended the Stone Gate Lake Restrictions. This document is executed by the Declarant of the Stone Gate Lake Restrictions to clarify that the procedures to Amend the Waterstone Restrictions do not apply to an amendment applicable only to the Stone Gate Lake Restrictions.

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

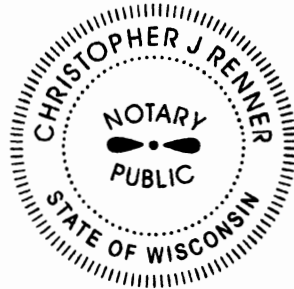
Stone Gate Lake Development, LLC


By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
JUNEAU COUNTY)

Personally came before me this 1st day of December, 2017, the above-named Brad Pavloski, a Member of Stone Gate Lake Development, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires 23 January, 2018

This instrument drafted by:
Attorney Eric S. Johnson
Curran, Hollenbeck & Orton, S.C.
111 Oak St., PO Box 140
Mauston, Wisconsin 53948
(608) 847-7363

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 through Lot 56 inclusive and Outlots 1, 2, 3, 5, 8 and 10 of Waterstone. Filed on the 7th day of June, 2006 in Volume 11 of Plats at Pages 60-64 as Document Number 650200. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 through Lot 53 inclusive and Outlot 1 through Outlot 7 inclusive of Stone Gate Lake. Filed on the 15th day of April, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 54 of the First Addition to Stone Gate Lake. Filed on the 22nd day of August, 2008 in Volume 12 of Plats at Pages 24 and 25 as Document Number 668110. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 55 through 60 inclusive of the Second Addition to Stone Gate Lake. Filed on the 7th day of January, 2010 in Volume 12 of Plats at Pages 36 and 37 as Document Number 677529. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 61 through 78 inclusive of the Third Addition to Stone Gate Lake. Filed on the 14th day of June, 2010 in Volume 12 of Plats at Pages 41-43 as Document Number 680090. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 79 through 92 inclusive of the Fourth Addition to Stone Gate Lake. Filed on the 16th day of September, 2013 in Volume 12 of Plats at Pages 67-69 as Document Number 700462. Located in the Town of Germantown, Juneau County, Wisconsin.

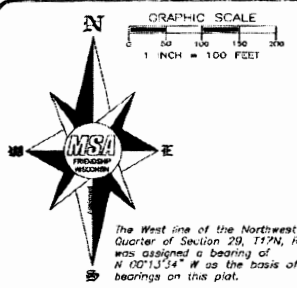
Lots 93 through 110 inclusive of the Fifth Addition to Stone Gate Lake. Filed on the 29th day of May, 2015 in Volume 12 of Plats at Pages 70-72 as Document Number 709198. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 111 through 120 inclusive of the Sixth Addition to Stone Gate Lake. Filed on the 11th day of May, 2017 in Volume 12 of Plats on Pages 80-82 as Document Number 719977. Located in the Town of Germantown, Juneau County, Wisconsin.

EXHIBIT B
LEGAL DESCRIPTION OF THIRD ADDITION TO STONE GATE LAKE

Lots 61 through 78 inclusive of the Third Addition to Stone Gate Lake. Filed on the 14th day of June, 2010 in Volume 12 of Plats at Pages 41-43 as Document Number 680090. Located in the Town of Germantown, Juneau County, Wisconsin.

EXHIBIT C
FINAL PLAT OF THIRD ADDITION TO STONE GATE LAKE SUBDIVISION
(See attached plat as the next page)



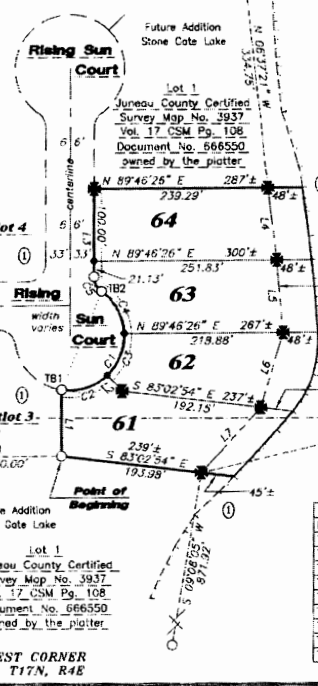
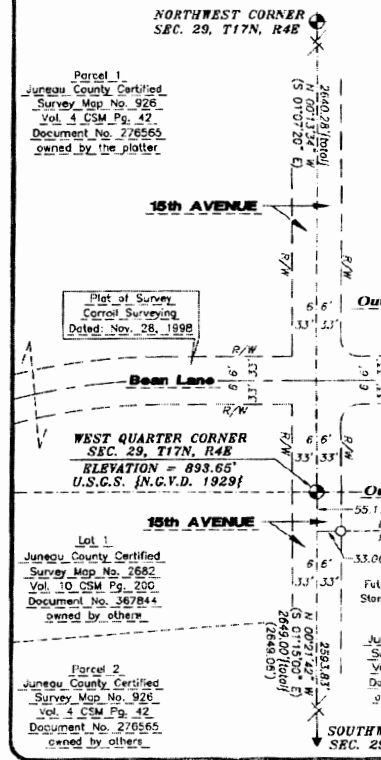
Third Addition to Stone Gate Lake

Part of the Northwest Quarter of the Southwest Quarter, part of the Southwest Quarter of the Northwest Quarter and part of the Southeast Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin. Including part of Lot 1 and part of Lot 2 of Juneau County Certified Survey Map number 4073 as recorded in Volume 18 of C.S.M. on Page 60 as Document number 677530. Also including part of Lot 1 of Juneau County Certified Survey Map number 3937 as recorded in Volume 17 of C.S.M. on Page 108 as Document number 666550.

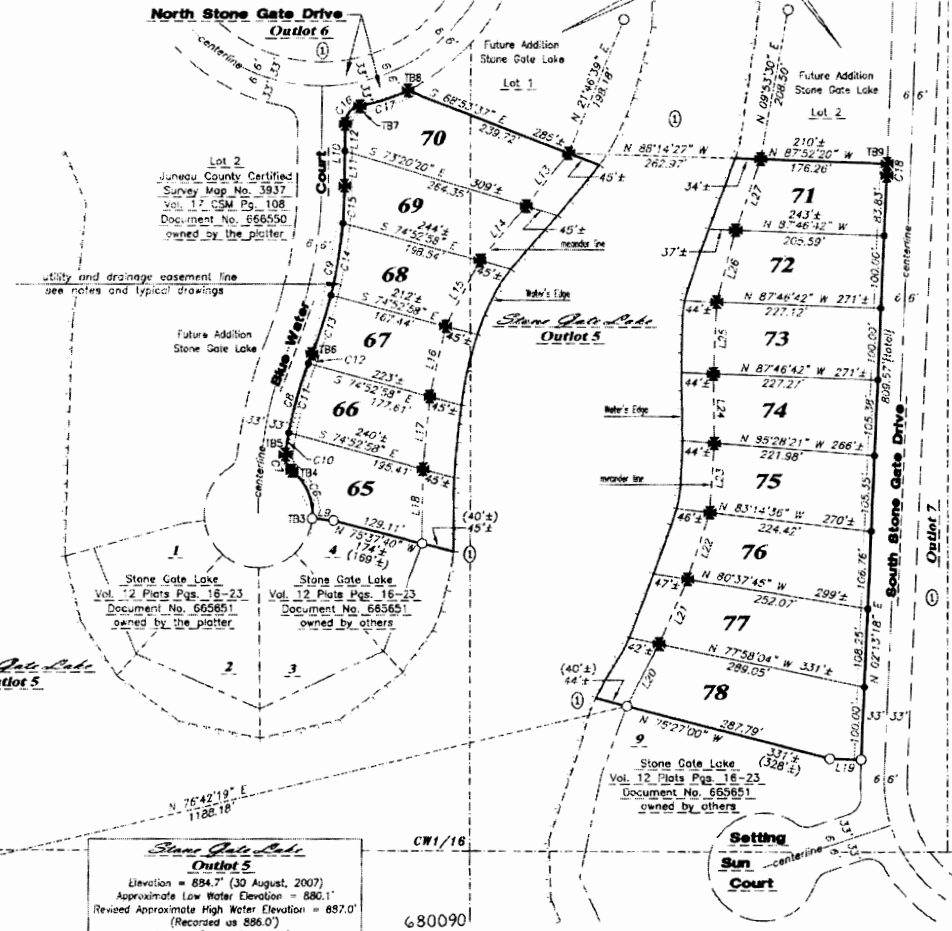
Juneau County, Certified Survey Map No. 4073, Vol. 18 CSM Pg. 60, Document No. 677530, owned by the platter.

Number	Area to Meander Line	Total Area
Lot 61	237.38 sq. ft. 0.54 Acres	252.26 sq. ft. 0.58 Acres
Lot 62	1936.11 sq. ft. 0.44 Acres	2439.00 sq. ft. 0.56 Acres
Lot 63	2308.99 sq. ft. 0.53 Acres	2948.88 sq. ft. 0.67 Acres
Lot 64	2455.56 sq. ft. 0.56 Acres	2935.56 sq. ft. 0.67 Acres
Lot 65	184.35 sq. ft. 0.42 Acres	2789.11 sq. ft. 0.63 Acres
Lot 66	187.90 sq. ft. 0.43 Acres	2324.71 sq. ft. 0.53 Acres
Lot 67	171.35 sq. ft. 0.39 Acres	2148.21 sq. ft. 0.49 Acres
Lot 68	181.85 sq. ft. 0.42 Acres	2723.38 sq. ft. 0.61 Acres
Lot 69	2161.11 sq. ft. 0.50 Acres	2564.31 sq. ft. 0.59 Acres
Lot 70	2573.33 sq. ft. 0.59 Acres	3066.66 sq. ft. 0.70 Acres
Lot 71	3102.11 sq. ft. 0.71 Acres	2650.11 sq. ft. 0.60 Acres
Lot 72	2155.11 sq. ft. 0.49 Acres	2518.11 sq. ft. 0.58 Acres
Lot 73	2270.11 sq. ft. 0.52 Acres	2717.11 sq. ft. 0.62 Acres
Lot 74	2267.11 sq. ft. 0.52 Acres	2684.11 sq. ft. 0.61 Acres
Lot 75	2249.11 sq. ft. 0.52 Acres	2642.11 sq. ft. 0.60 Acres
Lot 76	2402.11 sq. ft. 0.55 Acres	2834.11 sq. ft. 0.65 Acres
Lot 77	2784.11 sq. ft. 0.63 Acres	3142.11 sq. ft. 0.72 Acres
Lot 78	3128.11 sq. ft. 0.71 Acres	3597.11 sq. ft. 0.81 Acres

- LEGEND:**
- - Harrison cast iron monument, found
 - - 1 1/4" round iron rod, found
 - ▼ - Masonry Nails, found
 - - 3/4" x 18" round iron rod, placed weighing 1.50 lbs per lineal ft.
 - - 1 1/4" x 18" round iron rod, placed weighing 4.17 lbs per lineal ft.
 - () - Recorded as
 - ① - Stone Gate Lake Vol. 12 Plats Pgs. 16-23, Document No. 665851, owned by the platter.



Number	Tangent Bearing
T81	S 81°07'12" E
T82	N 54°48'32" W
T83	S 05°22'32" W
T84	S 51°43'39" E
T85	S 07°01'19" W
T86	S 21°38'19" W
T87	N 79°08'45" E
T88	N 64°53'38" E
T89	S 02°07'39" W



Stone Gate Lake Outlet 5
Elevation = 894.7' (30 August, 2007)
Approximate Low Water Elevation = 880.1'
Revised Approximate High Water Elevation = 887.0'
(Recorded as 886.0')
U.S.G.S. ! N.G.V.D. 1929 !

JUNEAU COUNTY REGISTER OF DEEDS:
Register's Office
Juneau County, Wis. } SS
Received for record this 12th day of August, 2010
at 2:19 P.M. and recorded in Volume 62 of Plats,
Page 47-48
Christine K. Bender
Register of Deeds

I here are no objections to this plan with respect to Secs. 236.15, 236.16, 236.20 and 136.21 (1) and (2), Wis Stats. as provided by a 236.12, Wis Stats.
Certified *Wm. J. Dowd* 10 10 10
Wm. J. Dowd
Department of Administration

MSA
TRANSPORTATION • MUNICIPAL DEVELOPMENT • ENVIRONMENTAL PLANNING • SURVEYING
1000 Wisconsin Avenue, Suite 200
Juneau, Wisconsin 54981
Phone: 715.485.1000
Fax: 715.485.1001
www.msa-survey.com

Parcel 1
Juneau County Certified Survey Map No. 926, Vol. 4 CSM Pg. 42, Document No. 276565, owned by the platter.

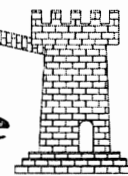
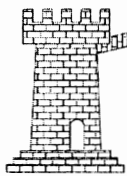
Parcel 2
Juneau County Certified Survey Map No. 926, Vol. 4 CSM Pg. 42, Document No. 276565, owned by others.

Planned Unit Development
Third Addition to Stone Gate Lake

FILE NO. 200334550
DATE: April, 2010
DRAWN BY: Renner
CHECKED BY: R. H. Renner

1 of 3

Third Addition to Stone Gate Lake



Part of the Northwest Quarter of the Southwest Quarter, part of the Southwest Quarter of the Northwest Quarter and part of the Southeast Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin. Including part of Lot 1 and part of Lot 2 of Juneau County Certified Survey Map number 4073 as recorded in Volume 18 of C.S.M. on Page 60 as Document number 677530. Also including part of Lot 1 of Juneau County Certified Survey Map number 3937 as recorded in Volume 17 of C.S.M. on Page 108 as Document number 666550.

TOWN OF GERMANTOWN:

Resolved, that the Plat of Third Addition to Stone Gate Lake in the town of Germantown is hereby approved by the town board of Germantown.

Date: June 8, 2010 Approved: William J. Fox
Town Chairman

I hereby certify that the foregoing is a copy of a resolution adopted by the town board of the town of Germantown.

Date: June 8, 2010 Approved: Betty Manger
Town Clerk

TOWN OF GERMANTOWN PLANNING COMMISSION:

The town of Germantown does hereby certify that the Plat of Third Addition to Stone Gate Lake be and hereby is approved in compliance with the town of Germantown Subdivision and Zoning Ordinances.

Date: June 8, 2010 Approved: William J. Fox
Zoning Administrator

CERTIFICATE OF TAXES PAID:

TREASURER'S CERTIFICATE:

We, being duly elected, qualified and acting treasurers of the town of Germantown and the county of Juneau do hereby certify that the records in our offices show no unredeemed tax sales, unpaid taxes or unpaid special assessments affecting any of the lands included in this plat as of the dates listed below.

Date: June 9, 2010 Betty Manger
Town Treasurer

Date: June 14, 2010 Demetrius S. Dillard
County Treasurer

LAND, FORESTRY, PARKS AND ZONING COMMITTEE APPROVAL:

Resolved that the Plat of Third Addition to Stone Gate Lake is hereby approved by the Land, Forestry, Parks and Zoning Committee on:

Date: June 10, 2010
David M. Donnelly
Zoning Administrator

I hereby certify that the foregoing is approved by the Land, Forestry, Parks and Zoning Committee on:

Date: 6-10-10
Kathleen Kozycki
County Clerk

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

Great Northern Timber Company, Limited Liability Company, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on the plat. I also certify that this plat is required by Sec. 236.10 and Sec. 236.12 to be submitted to the following for approval or objection:

OBJECTING AUTHORITIES:
The Department of Administration
The town of Germantown

APPROVING AUTHORITIES:
The county of Juneau
The town of Germantown

In witness whereof, the said Great Northern Timber Company, L.L.C. has caused these presents to be signed by its Authorized Representative. This 8 day of June, 2010, in the presence of:

Great Northern Timber Company, L.L.C.
c/o Brad P. Pavloski
P.O. Box 1027
Wisconsin Rapids, WI 54495-1027

Brad P. Pavloski
Authorized Representative

STATE OF WISCONSIN
Jesse B. COURTYESS
Personally came before me this 8 day of June, 2010, the above named
Brad P. Pavloski

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

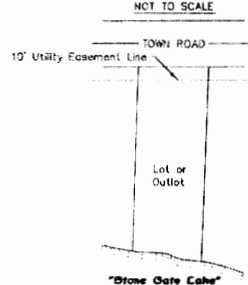
Notary Public, Juneau County, Wisconsin
Jesse B. Courtyess
my commission expires Aug 29, 2010
North

OWNER / SUBDIVIDER: Great Northern Timber Company L.L.C.
c/o Brad and Patricia Pavloski
P.O. Box 1027
Wisconsin Rapids, WI 54495-1027
(808) 565-3169
fax: (808) 565-6141

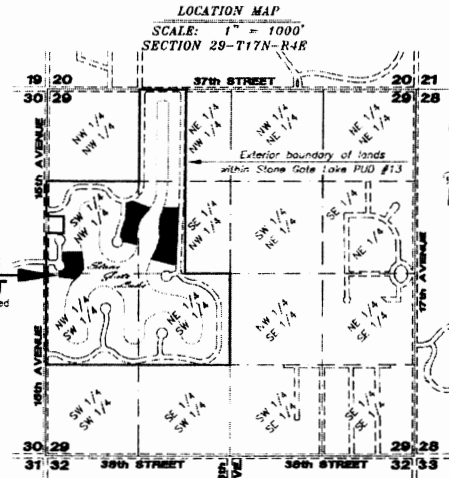
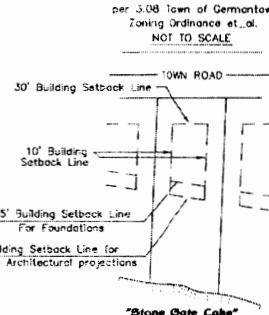
Number	Direction	Distance
L1	N 00°13'34" W	92.44'
L2	S 43°37'41" E	30.00'
L3	N 00°13'34" W	121.13'
L4	S 07°22'25" E	109.78'
L5	S 05°27'15" E	109.40'
L6	S 16°33'53" W	104.72'
L7	S 42°02'33" W	129.32'
L8	S 89°38'18" W	183.00'
L9	N 84°37'27" W	30.00'
L10	N 00°00'00" E	85.23'
L11	N 00°00'00" E	47.90'
L12	N 00°00'00" E	37.33'
L13	S 38°11'59" W	92.92'
L14	S 39°59'50" W	99.16'
L15	S 26°54'08" W	102.15'
L16	S 12°21'12" W	100.12'
L17	S 05°04'44" E	101.55'
L18	S 00°24'07" W	102.74'
L19	N 87°46'42" W	44.20'
L20	N 29°59'53" E	96.71'
L21	N 23°41'01" E	98.91'
L22	N 18°02'36" E	96.80'
L23	N 03°21'40" E	96.55'
L24	N 01°01'23" W	96.60'
L25	N 02°18'22" E	100.00'
L26	N 14°22'26" E	102.29'
L27	N 18°34'30" E	104.12'

Number	Radius	Delta Angle	Chord Bearing	Chord	Length
C1	75.00'	153.39°20"	N 22°07'08" E	146.05'	201.13'
C2	75.00'	52°30'30"	N 72°37'33" E	66.35'	68.73'
C3	75.00'	48°34'38"	N 22°04'59" E	61.70'	63.59'
C4	75.00'	52°34'12"	N 28°39'20" E	66.43'	68.81'
C5	75.00'	54°12'58"	N 27°30'03" W	22.91'	23.80'
C6	75.00'	57°08'11"	N 23°10'33.5" W	21.69'	24.75'
C7	75.00'	58°44'58"	N 22°21'10" W	24.53'	25.63'
C8	75.00'	14°37'00"	N 14°19'49" E	144.26'	144.65'
C9	633.00'	21°38'19"	N 10°49'09.5" E	237.64'	239.06'
C10	567.00'	03°05'28"	N 08°34'03" E	30.59'	30.59'
C11	567.00'	10°07'06"	N 15°10'20" E	100.00'	100.13'
C12	567.00'	01°24'26"	N 20°58'06" E	13.93'	13.93'
C13	633.00'	07°48'41"	N 17°43'58.5" E	86.23'	86.30'
C14	633.00'	09°06'30"	N 08°16'23" E	100.52'	100.53'
C15	633.00'	04°43'08"	N 02°21'34" E	52.12'	52.13'
C16	75.00'	79°08'45"	N 39°34'22.5" E	31.85'	34.53'
C17	283.00'	14°15'07"	N 72°01'11.5" E	70.21'	70.39'
C18	3967.00'	00°05'39"	S 02°10'28.5" W	16.37'	16.37'

TYPICAL DRAINAGE AND UTILITY EASEMENTS:



TYPICAL LOT BUILDING SETBACKS:



UTILITY EASEMENT RESTRICTION:

No utility pole, pedestal or cable shall be placed so as to disturb any survey monument or obstruct vision along any lot or street line. The unauthorized disturbance of a survey monument is a violation of S.236.12 of Wisconsin Statutes. Utility easements set forth herein are for the use of the Town of Germantown and only the private utilities having the right to serve this subdivision as listed below.

UTILITY COMPANY LIST

- GATV / INTERNET: MediaCom
514 S. Main Street
Wausau, WI 54987
608-834-4099
attn: Gary Jensen
- ELECTRIC: Oakdale Electric Cooperative
P.O. Box 128
Oakdale, WI 54649
800-241-2468
for 608-372-2253
attn: Scott Broadman
- SANITARY SEWER: O'Dell's Day
Sanitary District #1
1732 Lake View Court
New Lisbon, WI 53950
608-562-3880
for: 608-562-5744
attn: Tracy Jamloff
- ELECTRIC / GAS: Alliant Energy
338 E. State Street
Mauston, WI 53948
608-847-1315
for: 608-847-1319
attn: Tom Orson
- TELEPHONE: Lemanaw Valley Telephone Co.
127 U.S. Hwy. 12 & "16"
P.O. Box 267
Comp Douglas, WI 54618
608-427-8515
attn: Kevin Barth



Christopher J. Renner
27 April, 2010

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

Certified June 8, 2010

Renner J. Power
Department of Administration

TRANSPORTATION • MUNICIPAL DEVELOPMENT • COMMERCIAL DEVELOPMENT • SURVEYING • ENGINEERING • LAND SURVEYING • LAND ACQUISITION • ENVIRONMENTAL ENGINEERING • CIVIL ENGINEERING • ELECTRICAL ENGINEERING • MECHANICAL ENGINEERING • CHEMICAL ENGINEERING • METALLURGICAL ENGINEERING • AEROSPACE ENGINEERING • MARINE ENGINEERING • AGRICULTURAL ENGINEERING • FORESTRY ENGINEERING • MINING ENGINEERING • PETROLEUM ENGINEERING • INDUSTRIAL ENGINEERING • ENVIRONMENTAL ENGINEERING • ENVIRONMENTAL SCIENCE • ENVIRONMENTAL HEALTH AND SAFETY • ENVIRONMENTAL PLANNING • ENVIRONMENTAL POLICY • ENVIRONMENTAL QUALITY • ENVIRONMENTAL RECONSTRUCTION • ENVIRONMENTAL RESTORATION • ENVIRONMENTAL SCIENCE • ENVIRONMENTAL TECHNOLOGY • ENVIRONMENTAL TRAINING • ENVIRONMENTAL CONSULTING • ENVIRONMENTAL MONITORING • ENVIRONMENTAL ASSESSMENT • ENVIRONMENTAL IMPACT STATEMENT • ENVIRONMENTAL LEGAL COUNSEL • ENVIRONMENTAL ECONOMICS • ENVIRONMENTAL ETHICS • ENVIRONMENTAL HISTORY • ENVIRONMENTAL LITERATURE • ENVIRONMENTAL ARTS • ENVIRONMENTAL EDUCATION • ENVIRONMENTAL RESEARCH • ENVIRONMENTAL DESIGN • ENVIRONMENTAL CONSTRUCTION • ENVIRONMENTAL MAINTENANCE • ENVIRONMENTAL OPERATIONS • ENVIRONMENTAL MANAGEMENT • ENVIRONMENTAL LEADERSHIP • ENVIRONMENTAL INNOVATION • ENVIRONMENTAL SUSTAINABILITY • ENVIRONMENTAL RESILIENCE • ENVIRONMENTAL ADAPTATION • ENVIRONMENTAL MITIGATION • ENVIRONMENTAL PREVENTION • ENVIRONMENTAL PROMOTION • ENVIRONMENTAL PROTECTION • ENVIRONMENTAL PRESERVATION • ENVIRONMENTAL RESTORATION • ENVIRONMENTAL RECONSTRUCTION • ENVIRONMENTAL REUSE • ENVIRONMENTAL REVENUE • ENVIRONMENTAL RISK • ENVIRONMENTAL SECURITY • ENVIRONMENTAL STABILITY • ENVIRONMENTAL SURVIVAL • ENVIRONMENTAL WELL-BEING • ENVIRONMENTAL WISDOM • ENVIRONMENTAL WISDOM • ENVIRONMENTAL WISDOM



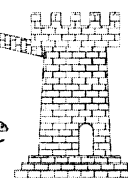
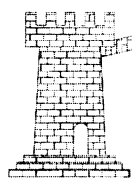
PROJECT NO: 500334550
DATE: April, 2010
SCALE: 1" = 100'
SHEET 2 OF 3

Planned Unit Development
Third Addition to Stone Gate Lake

FILE NO: 500334550
SHEET 2 OF 3

Third Addition to Stone Gate Lake

SURVEYOR: MSA PROFESSIONAL SERVICES, INC.
Christopher J. Renner
514 North Main Street
P.O. Box 349
Framship, WI 53034
(608) 338-1808
fax: (608) 338-8074



Part of the Northwest Quarter of the Southwest Quarter, part of the Southwest Quarter of the Northwest Quarter and part of the Southeast Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, including part of Lot 1 and part of Lot 2 of Juneau County Certified Survey Map number 4073 as recorded in Volume 18 of C.S.M. on Page 60 as Document number 877530, also including part of Lot 1 of Juneau County Certified Survey Map number 3937 as recorded in Volume 18 of C.S.M. on Page 108 as Document number 666550.

SURVEYOR'S CERTIFICATE:

I, Christopher J. Renner, Registered Land Surveyor, hereby certify that I have surveyed, viewed and mapped the plat of Third Addition to Stone Gate Lake, being part of the Northwest Quarter of the Southwest Quarter, part of the Southwest Quarter of the Northwest Quarter and part of the Southeast Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, including part of Lot 1 and part of Lot 2 of Juneau County Certified Survey Map number 4073 as recorded in Volume 18 of C.S.M. on Page 60 as Document number 877530, also including part of Lot 1 of Juneau County Certified Survey Map number 3937 as recorded in Volume 18 of C.S.M. on Page 108 as Document number 666550, bounded and described as follows:

Commencing at the West Quarter corner of said Section 29, thence S 00°21'42" E along the West line of the Southwest Quarter of said Section 29 a distance of 58.19 feet to an extension of the South line of said Stone Gate Lake, thence N 80°18'13" E along the South line of said Outlet 3 and an extension thereof a distance of 163.00 feet to the Southeast corner of said Outlet 3 and the POINT OF BEGINNING, thence N 60°43'15" W along the East line of said Outlet 3 a distance of 32.44 feet to the Northeast corner thereof and a non-tangent curve to the left which has a radius of 75.00 feet, a delta angle of 153°36'20" and a chord that bears N 22°03'08" E a distance of 146.85 feet, thence the following bearings and distances along the right-of-way of Hing Sun Court and the arc of said curve a distance of 201.13 feet to a curve to the right which has a radius of 25.00 feet, a delta angle of 54°30'58" and a chord that bears N 79°32'00" W a distance of 29.91 feet, thence along the arc of said curve a distance of 23.80 feet, thence N 00°13'54" W a distance of 121.13 feet, thence departing from said right-of-way N 89°46'26" E a distance of 239.29 feet to a meander line of Stone Gate Lake, thence the following bearings and distances along said meander line S 0°22'26" E a distance of 120.76 feet, thence S 05°22'15" E a distance of 100.40 feet, thence S 16°33'53" W a distance of 107.47 feet, thence S 47°02'39" W a distance of 123.99 feet, thence departing from said meander line N 76°42'19" E a distance of 138.15 feet to a meander corner on the North line of Lot 9 of said Stone Gate Lake, thence the following bearings and distances along a meander line of said Stone Gate Lake N 06°59'53" E a distance of 96.71 feet, thence N 23°14'51" E a distance of 96.91 feet, thence N 15°02'56" E a distance of 96.80 feet, thence N 12°14'40" E a distance of 95.55 feet, thence N 01°01'23" W a distance of 56.60 feet, thence N 02°16'22" E a distance of 102.00 feet, thence N 14°22'26" E a distance of 102.29 feet, thence N 14°36'30" E a distance of 104.12 feet, thence departing from said meander line N 88°14'27" E a distance of 262.97 feet to a meander line of said Stone Gate Lake, thence the following bearings and distances along said meander line S 38°11'59" W a distance of 92.92 feet, thence S 39°59'50" W a distance of 89.16 feet, thence S 25°54'28" W a distance of 102.15 feet, thence S 12°21'12" W a distance of 100.12 feet, thence S 06°04'44" W a distance of 101.55 feet, thence S 00°24'07" W a distance of 102.74 feet to a meander corner on the North line of Lot 4 of said Stone Gate Lake, thence departing from said meander line N 45°37'40" W along the North line of said Lot 4 a distance of 129.11 feet to a Northerly corner of said Lot 4, thence N 64°37'27" W along the North line of said Lot 4 a distance of 305.50 feet to the Northwest corner thereof and a non-tangent curve to the left which has a radius of 75.00 feet, a delta angle of 37°06'11" and a chord that bears N 23°10'33.3" W a distance of 71.89 feet, thence the following bearings and distance along the right-of-way of Blue Water Court and the arc of said curve a distance of 74.75 feet to a curve to the right which has a radius of 25.00 feet, a delta angle of 55°44'58" and a chord that bears N 22°21'19" W a distance of 24.53 feet, thence along the arc of said curve a distance of 25.60 feet to a curve to the right which has a radius of 567.00 feet, a delta angle of 143°37'06" and a chord that bears N 14°18'59" E a distance of 144.26 feet, thence along the arc of said curve a distance of 144.65 feet to a curve to the left which has a radius of 533.00 feet, a delta angle of 213°38'19" and a chord that bears N 10°49'06.5" E a distance of 231.64 feet, thence along the arc of said curve a distance of 239.06 feet, thence N 00°00'00" E a distance of 85.23 feet to a curve to the right which has a radius of 25.00 feet, a delta angle of 29°06'45" and a chord that bears N 39°34'22.3" E a distance of 31.85 feet, thence along the arc of said curve a distance of 34.03 feet to the Southerly right-of-way of North Stone Gate Drive and a curve to the left which has a radius of 283.50 feet, a delta angle of 14°15'07" and a chord that bears N 22°01'11.5" E a distance of 202.21 feet, thence along the arc of said curve a distance of 70.59 feet, thence departing from said right-of-way S 86°53'37" E a distance of 239.72 feet to a meander line of said Stone Gate Lake, thence S 88°14'27" E a distance of 262.97 feet to a meander line of said Stone Gate Lake, thence N 47°12'01" E a distance of 126.28 feet to the West right-of-way of South Stone Gate Drive and a non-tangent curve to the right which has a radius of 3967.00 feet, a delta angle of 00°05'35" and a chord that bears S 02°10'28.5" W a distance of 16.33 feet, thence the following bearings and distances along the right-of-way of said South Stone Gate Drive and the arc of said curve a distance of 16.37 feet, thence S 02°13'18" W a distance of 808.57 feet to the Northeast corner of Lot 9 of said Stone Gate Lake, thence departing from said right-of-way N 87°46'42" W along the North line of said Lot 9 a distance of 44.20 feet to a Northerly corner of said Lot 9, thence N 75°27'00" W along the North line of said Lot 9 a distance of 287.79 feet to a meander corner on the North line of said Lot 9, thence S 76°42'19" W a distance of 138.18 feet to a meander line of said Stone Gate Lake, thence N 83°02'54" W a distance of 193.98 feet to the Southeast corner of Outlet 3 of said Stone Gate Lake and the POINT OF BEGINNING, including all lands lying between the lot lines extended, the meander line and the water's edge of Stone Gate Lake.

I further certify that this plat is a correct representation of all exterior boundaries of the lands surveyed and the subdivision thereof made, that I have made such survey, land division and plat by the direction of the owner of said land, that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the Town of Germantown and the County of Juneau in surveying, dividing and mapping the same.

Dated this 27th day of April, 2010
Christopher J. Renner R.L.S. 5-2441



NOTES:

Third Addition to Stone Gate Lake is subject to a recorded Declaration of Easements, conditions and restrictions (including covenants), recorded as the following documents:
Declaration - Document No. 663663
First Amendment - Document No. 669076
Second Amendment - Document No. 675209
Third Amendment - Document No. 676981
Fourth Amendment - Document No. 679745
Fifth Amendment - Document No. 694267
Waterstone Amendment - Document No. 685919
Public utility power has been provided to these lots and incorporated into this development.
The Drainage Easements, as shown herein, are granted to the Town of Germantown.

Due to the construction of Stone Gate Lake the meander corner common to Lot 82 and Lot 83 has been relocated to a more durable position than as shown and shown on Stone Gate Lake and Juneau County Certified Survey Map number 3937.

AREA:

Area of Third Addition 481,644 sq. ft.
to Stone Gate Lake 11,032 Acres/100 ft.
483,266 sq. ft.
9.26 Acre/100 ft. meander line

ZONING:

This property is zoned:
TC - Town Center Overlay District
RUD - Planned Unit Development

CONSENT OF CORPORATE MORTGAGEE:

WoodTrust Bank, N.A.
A corporation duly organized and existing under and by virtue of the Laws of the State of Wisconsin, mortgagee of the above described lands, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of the plat of Third Addition to Stone Gate Lake Great Northern Paper Company, L.L.C., owner.
It witnesses where of, the said WoodTrust Bank, N.A. has caused these presents to be signed by Jeffrey A. Meyers, its Vice-President and Lori VanAsten, its Vice-President of Wisconsin Rapids, Wisconsin and its corporate seal to be hereunto affixed.
This 9th day of June, 2010
In the presence of:
WoodTrust Bank, N.A.
181 Second Street South
Wisconsin Rapids, WI 54987

Blanche M. Dove

Jeffery A. Meyers Vice-President
Lori VanAsten Vice-President

STATE OF WISCONSIN
COUNTY OF GERMAN TOWNSHIP
Personally came before me this 9th day of June 2010, the above named Jeffrey A. Meyers and Lori VanAsten

to me known to be the people who executed the foregoing instrument and to me known to be such Vice-Presidents of said corporation and acknowledged that they executed the foregoing instrument as the deed of said corporation by its authority.

Notary Public, Lori Dove County, Wisconsin
Blanche M. Dove my commission expires 3-2-14
Date

MSA PROFESSIONAL SERVICES, INC. logo and vertical text: TRANSPORTATION - MUNICIPAL, PLANNED UNIT DEVELOPMENT, CHIRO ADDITION TO STONE GATE LAKE, SUCCESSION OF SUCCESSION, APRIL 2010, 100, 3, 3

There are no objections to this plat with respect to Sacs: 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.
Certified Blanche M. Dove 2010
Blanche M. Dove
Department of Administration

SEVENTH AMENDMENT TO WATERSTONE
AND EIGHTH AMENDMENT TO STONE GATE
LAKE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

DOCUMENT # 700507

RECORDED
September 18, 2013 8:00 AM
CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI
FEE AMOUNT: \$30.00
TOTAL PAGES: 21

**INDEXING
COMPLETED**

Document Number

Title of Document

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)

4

**AMENDMENT TO WATERSTONE AND STONE GATE LAKE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Waterstone and Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 16th day of September, 2013.

RECITALS

WHEREAS, the Waterstone Declaration of Covenants, Conditions and Restrictions, as amended (the "Waterstone Restrictions") dated the 12th day of June, 2006, was recorded on the 21st day of June, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 650516; and an Amendment dated the 31st day of October, 2006, was recorded on the 2nd day of November, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 653781; and an Amendment dated the 29th day of April, 2008, was recorded on the 29th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665919; and the Third Amendment dated the 1st day of September, 2009, was recorded on the 1st day of September, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675324; and the Fourth Amendment dated the 1st day of October, 2009, was recorded on the 16th day of November, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676691; and the Fifth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Sixth Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, as amended (the "Stone Gate Lake Restrictions") dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and the First Amendment dated the 8th day of October, 2008, was recorded on the 15th day of October, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669076; and the Second Amendment dated the 12th day of August, 2009, was recorded on the 12th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675009; and the Third Amendment dated the 9th day of November, 2009, was recorded on the 2nd day of December, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676981; and the Fourth Amendment dated the 8th day of January, 2010, was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679245; and the Fifth Amendment dated the 26th day of April, 2010, was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679267; and the Sixth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Seventh Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and

WHEREAS, the Waterstone Restrictions and the Stone Gate Lake Restrictions cover all Lots and select Outlots within the Waterstone Subdivision, the Stone Gate Lake Subdivision, the First Addition, Second Addition and Third Addition to Stone Gate Lake Subdivision 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, the Waterstone Restrictions and the Stone Gate Lake Restrictions cover additional lands in the vicinity of Waterstone Subdivision (the "Expansion Property") described on Exhibit B attached hereto; and

WHEREAS, the first page and Article XXIII of the Waterstone Restrictions provides that the Declarant or its Affiliates have the sole right to subject to the Declaration the Expansion Property, and to grant the owners of lots in the Declarant's or its Affiliates' other developments the right to use certain Outlots located in Waterstone Subdivision. Hidden Bay, LLC transferred its interest in Waterstone Subdivision to SMP Development, LLC, which is the successor developer of Waterstone Subdivision; and

WHEREAS, D&L Land Ventures, LLC; Great Northern Timber Company, LLC; Bear Paw Lake Investments, LLC; Sand Point Lake Investments, LLC; MC Farms, LLC; LD Northern Wisconsin Holdings, LLC and Juneau County Investments, Inc. are Affiliates of the Declarant ("Declarant's Affiliate"), and are the owners of Additional Expansion Property described on Exhibit C ("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 C 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 8 of Waterstone 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 8 of Waterstone 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, Article XXIV of the Waterstone Restrictions provides that the Declarant or its Affiliates have the sole right to amend the Restrictions prior to the conveyance of the last Lot to an Owner other than the Declarant; and

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

WHEREAS, the Declarant further desires to submit additional lands to and amend certain provisions of the Stone Gate Lake Restrictions as set forth in this Amendment.

NOW, THEREFORE, the Waterstone 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 8 of Waterstone 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 Developer, the Waterstone Waterfront Community Association, Ltd. shall separate the assessments for the Clubhouse Amenities from the general assessments and levy the pro rata portion of the Clubhouse Amenities assessments against each Lot Owner. The real estate described on Exhibit C attached hereto will be subjected to the terms of the Waterstone Declaration 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.

NOW, THEREFORE, the Stone Gate Lake Restrictions are hereby amended as follows:

1. **Article III – Amendment to Minimum Square Footage of Residential Dwelling.** The first line in paragraph three of Article III on page 4 of the Stone Gate Lake Restrictions (recorded as Document No. 665652) providing: "Dwellings must have a minimum of 1200 square feet and maximum of 2500 square feet above grade" is deleted in its entirety and replaced with the following:

“Dwellings must have a minimum of 1000 square feet and maximum of 2500 square feet above grade”.

2. Article VII – Amendment to Architectural Control.

The following language shall be added to the end of Article VII. “No deciduous trees will be allowed. 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 it is the Lot 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 end up in the private lake.”

3. The real estate described on Exhibit D attached hereto and further described on the Final Plat of the Fourth Addition to Stone Gate Lake attached hereto as Exhibit E (the “Fourth Addition”) is subject to the terms of the Stone Gate Lake Restrictions, and Lots 79 through 92 inclusive, as set forth therein are subject to the Stone Gate Lake 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 such Restrictions.

IN WITNESS WHEREOF, this Amendment to the Waterstone Restrictions and Stone Gate Lake Restrictions is executed by the Declarant and Declarant’s Affiliates as of the day and year first written above.

SMP Development Co., LLC

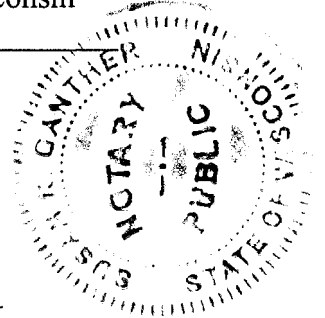
By: [Signature]
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
JUNEAU COUNTY)

Personally came before me this 17 day of September, 2013, the above-named Brad Pavloski, a Member of SMP Development Co., LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.

[Signature]
Notary Public, Juneau County, Wisconsin
My commission expires 2/24/17



D&L Land Ventures, LLC

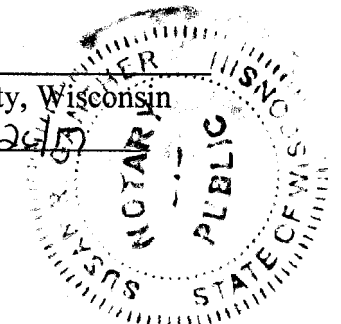
By: [Signature]
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
JUNEAU COUNTY)

Personally came before me this 17 day of September, 2013, the above-named Brad Pavloski, a Member of D&L Land Ventures, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.

[Signature]
Notary Public, Juneau County, Wisconsin
My commission expires 2/24/17



Sand Point Lake Investments, LLC

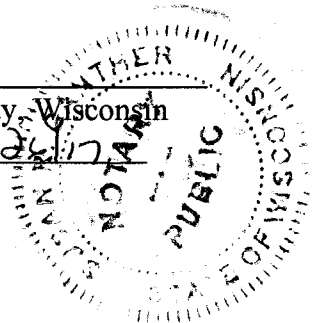
By: [Signature]
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
JUNEAU COUNTY)

Personally came before me this 17 day of September, 2013, the above-named Brad Pavloski, a Member of Sand Point Lake Investments, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.

[Signature]
Notary Public, Juneau County, Wisconsin
My commission expires 2/24/17



MC Farms, LLC

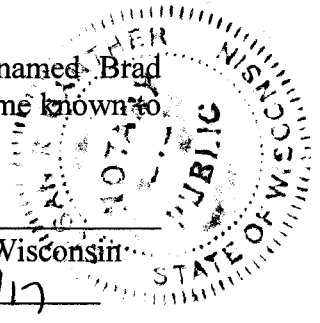
By: [Signature]
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
JUNEAU COUNTY)

Personally came before me this 17 day of September, 2013, the above-named Brad Pavloski, a Member of MC Farms, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.

[Signature]
Notary Public, Juneau County, Wisconsin
My commission expires 2/24/17



LD Northern Wisconsin Holdings, LLC

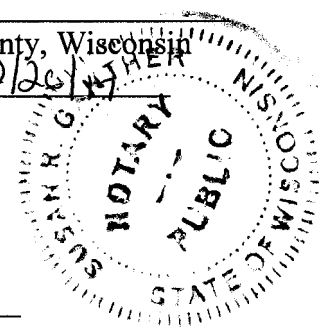
By: [Signature]
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
JUNEAU COUNTY)

Personally came before me this 17 day of September, 2013, the above-named Brad Pavloski, a Member of LD Northern Wisconsin Holdings, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.

[Signature]
Notary Public, Juneau County, Wisconsin
My commission expires 2/26/14



Juneau County Investments, Inc.

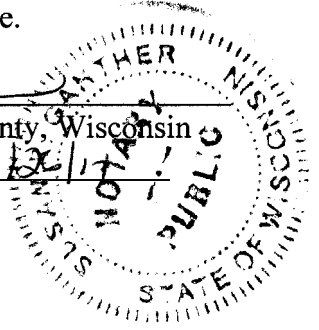
By: [Signature]
Brad Pavloski, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
JUNEAU COUNTY)

Personally came before me this 17 day of September, 2013, the above-named Brad Pavloski, President of Juneau County Investments, Inc., a Delaware Corporation, to me known to be the person who executed the foregoing instrument and acknowledge the same.

[Signature]
Notary Public, Juneau County, Wisconsin
My commission expires 2/26/14



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
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 through Lot 56 inclusive and Outlots 1, 2, 3, 5, 8 and 10 of Waterstone. Filed on the 7th day of June, 2006 in Volume 11 of Plats at Pages 60-64 as Document Number 650200. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 through Lot 53 inclusive and Outlot 1 through Outlot 7 inclusive of Stone Gate Lake. Filed on the 15th day of April, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 54 of the First Addition to Stone Gate Lake. Filed on the 22nd day of August, 2008 in Volume 12 of Plats at Pages 24 and 25 as Document Number 668110. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 55 through 60 inclusive of the Second Addition to Stone Gate Lake. Filed on the 7th day of January, 2010 in Volume 12 of Plats at Pages 36 and 37 as Document Number 677529. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 61 through 78 inclusive of the Third Addition to Stone Gate Lake. Filed on the 14th day of June, 2010 in Volume 12 of Plats at Pages 41-43 as Document Number 680090. Located in the Town of Germantown, Juneau County, Wisconsin.

EXHIBIT B
LEGAL DESCRIPTION OF EXPANSION PROPERTY

Outlot 1 of Juneau County Certified Survey Map No. 3879 as recorded in Volume 17 of CSM Page 50 as Document No. 662241, being a part of the Northeast Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Outlot 1 of Juneau County Certified Survey Map No. 3891 as recorded in Volume 17 of CSM Page 62 as Document No. 662727, being a part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 7 of Juneau County Certified Survey Map No. 748 as recorded in Volume 3 of CSM Page 214 as Document No. 267429, being a part of the North Half of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 8 of Juneau County Certified Survey Map No. 748 as recorded in Volume 3 of CSM Page 214 as Document No. 267429, being a part of the North Half of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Southwest Quarter of the Northeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northeast Quarter of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North Half of the Fractional Southwest Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPT the West 14.15 acres thereof.

Lot 1 of Juneau County Certified Survey Map No. 4004 as recorded in Volume 17 of CSM Page 175 as Document No. 670352, being a part of the South Half of the Fractional Northwest Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northwest Quarter of the Northwest Quarter of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Outlot 1 of Juneau County Certified Survey Map No. 3982 as recorded in Volume 17 of CSM Page 153 as Document No. 669236, being a part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

16
Lot 1 of Juneau County Certified Survey Map No. 3936 as recorded in Volume 17 of CSM on Page 107 as Document Number 666549. Located in the Northeast Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 2 of Juneau County Certified Survey Map No. 3937 as recorded in Volume 17 of CSM on Page 108 as Document Number 666550. Located in the Southwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lots 1, 2 and 3 of Juneau County Certified Survey Map No. 4330 as recorded in Volume 19 of CSM on Page 127 as Document Number 700463. Located in the Southwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXHIBIT C

LEGAL DESCRIPTION OF ADDITIONAL EXPANSION PROPERTY

Parcel 1, Juneau County Certified Survey Map 926 in Volume 4 of CSM's, page 42, located in the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty (30), Township Seventeen (17) North, Range Four (4) East, Town of Germantown, Juneau County, Wisconsin.

The North six (6) acres of the West 13.69 acres of the South half of the Northwest fractional quarter (S $\frac{1}{2}$ NW Fr $\frac{1}{4}$) of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING land conveyed for highway purposes.

The West 13.69 acres of the South half of the Northwest fractional quarter (S $\frac{1}{2}$ NW Fr $\frac{1}{4}$) of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING therefrom the South four hundred fifty (450) feet; and further EXCEPTING the North six (6) acres of the West 13.69 acres, and also EXCEPTING lands conveyed for highway purposes at Volume 159 of Deeds, Page 206.

The Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 2 of Juneau County Certified Survey Map No. 747 recorded in Volume 3 of CSM, Page 213, being a part of the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 5 of Juneau County Certified Survey Map No. 748 recorded in Volume 3 of CSM, Page 214, being a part of the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Northeast Quarter of the Northeast Quarter, Section 25, Township 17 North, Range 3 East, Town of Clearfield, Juneau County, Wisconsin, excepting all lands used, deeded or platted for highway purposes as recorded in Volume 159 of Deeds, page 644 (Doc #200244).

The Southeast Quarter of the Southeast Quarter (Plat of Survey 12/20/05), Section 24, Township 17 North, Range 3 East, Town of Clearfield, Juneau County, Wisconsin, excepting all lands used, deeded or platted for highway purposes as recorded in Volume 159 of Deeds, page 644 (Doc #200244)

The Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 33, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING THEREFROM lands described in Volume 483 of Records at page 471, as Document No. 345445, described as follows: a part of the Northeast Quarter of the Southwest Quarter, Section 33, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, to-wit: commencing at the South $\frac{1}{4}$ corner of said Section; thence along the North-South $\frac{1}{4}$ line of said Section, North $0^{\circ}14'40''$ East, 1352.32 feet, to a point in the centerline of C.T.H. "G", being the point of beginning. Thence along the centerline of C.T.H. "G", North $89^{\circ}3'30''$ West, 100 feet;

thence North 0°15'10" East, 296.23 feet, to a point in the South line of C.S.M. No. 781; thence along the South line thereof, South 87°55'20" East, 100 feet to a point in the North-South ¼ line of said Section; thence along the ¼ line South 0°14'40" West, 294.25 feet, to the point of beginning. AND FURTHER EXCEPTING lands described in CSM #781, recorded in Volume 3 at page 247, as Document No. 270048.

The East Half of the Northeast Quarter of the Northeast Quarter (E ½ NE ¼ NE ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin; EXCEPTING THEREFROM lands conveyed in Volume 165 of Deeds, on Page 668, being the North 250' of the East 250' thereof.

The Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North Half of the Northwest Fractional Quarter (N ½ NW fr ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING THEREFROM the North 39 acres thereof, being the plat of Waterstone as recorded in Volume 11 of Plats, on Pages 60-64 as Document No. 650200; SUBJECT TO the Transportation Project Plat recorded in Volume 1 of TPP on Page 44, as Document No. 635207.

The North Half of the South Half of the Northwest Fractional Quarter (N ½ S ½ NW fr ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, SUBJECT TO the Transportation Project Plat recorded in Volume 1 of TPP on Page 44, as Document No. 635207.

Outlot 11 of Waterstone as recorded in Volume 11 of Plats on Pages 60-64 as Document No. 650200. Located in the North Half of the Northwest Quarter (N ½ NW ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXHIBIT D

LEGAL DESCRIPTION OF FOURTH ADDITION TO STONE GATE LAKE

Lots 79 through 92 inclusive of the Fourth Addition to Stone Gate Lake. Filed on the 16th day of September, 2013 in Volume 12 of Plats at Pages 67-69 as Document Number 700462. Located in the Southwest Quarter of the Northwest Quarter, the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXHIBIT E

FINAL PLAT OF FOURTH ADDITION TO STONE GATE LAKE SUBDIVISION
(See attached plat as the next page)

There are no objections to this plat with respect to Secs. 28, 13, 28, 16, 28, 20 and 20(2)(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stat., Certified by *Sophia Lambert* 13
 Department of Administration

Fourth Addition to Stone Gate Lake

Planned Unit Development

Part of the Northwest Quarter of the Southwest Quarter, part of the Southwest Quarter of the Northwest Quarter and part of the Northeast Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, including Lot 2 and part of Lots 1, 3 and 4 of Juneau County Certified Survey Map number 4105 as recorded in Volume 18 of C.S.M. on Page 92 as Document number 680091.

See Sheet 2 of 3

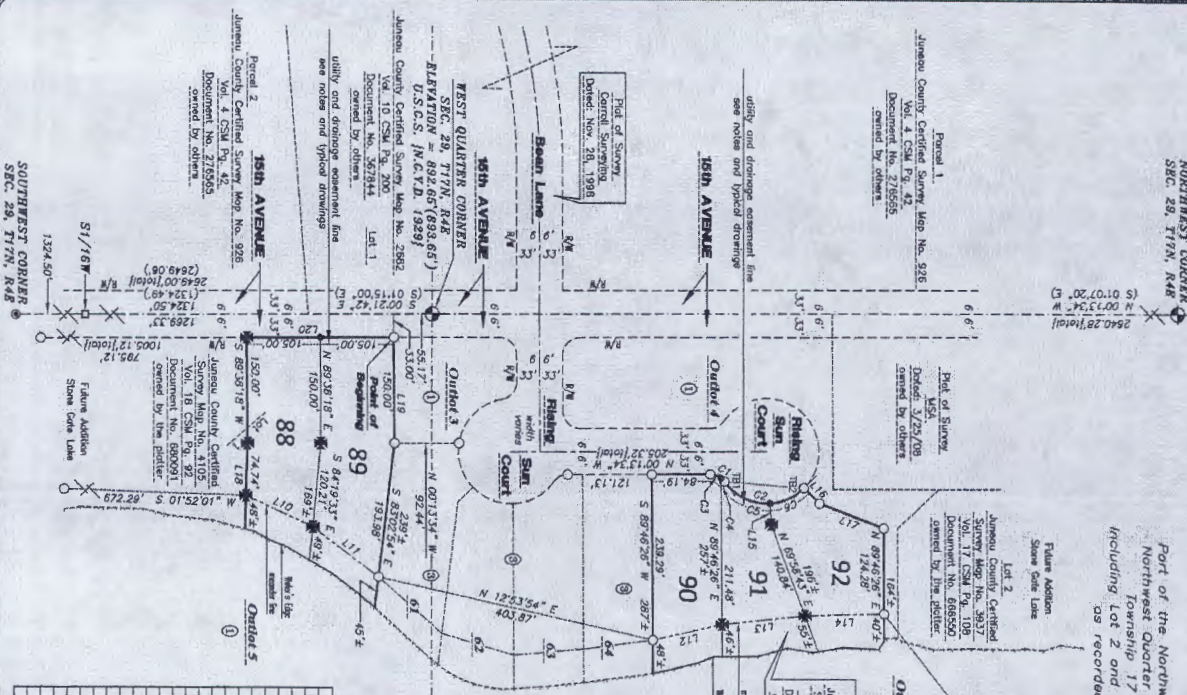
Number	Radius	Delta Angle	Chord Bearing	Chord Length
C1	25.00'	54.12° 50'	N 27° 02' 55" E	22.91'
C2	25.00'	99.12° 50'	N 04° 12' 55" E	19.01'
C3	25.00'	151.87° 50'	N 42° 52' 55" E	6.88'
C4	25.00'	206.87° 50'	N 85° 02' 55" E	7.53'
C5	25.00'	257.87° 50'	N 127° 12' 55" E	7.53'
C6	25.00'	308.87° 50'	N 169° 22' 55" E	7.53'

LEGEND:

- Hatched area on monument, found
- — 1 1/4" round iron rod, found
- — 3/4" square post, found
- — 3/4" round iron rod, found
- — 3/4" x 18" round iron rod, found, placed, weighing 1.50 lbs per lineal ft.
- — 1 1/4" x 18" round iron rod, placed, weighing 4.50 lbs per lineal ft.
- () — Vacant / Ownership to
- () — Recorded on

- ① — Stone Gate Lake
- ② — Val. 12, Plat. Pgs. 16-23, Document No. 689851, owned by the donor.
- ③ — Second Addition to Stone Gate Lake, Document No. 675295, owned by donors.
- ④ — Third Addition to Stone Gate Lake, Val. 12, Plat. Pgs. 41-43, Document No. 680091, owned by donors.

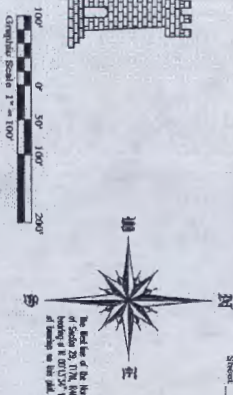
Note: See typical lot drawings building setback drawings and notes for more information.



Stone Gate Lake
 Outlet 5
 Elevation = 883.7 (28 May, 2013)
 Approximate Low Water Elevation = 679.1 (886.1)
 Approximate High Water Elevation = 886.0 (887.0)
 U.S.C.S. 1 N 60 W D. 1928 !

Number	Line Data	Distance
L1	S 0° 01' 40" E	121.80'
L2	S 0° 01' 40" E	118.50'
L3	S 0° 01' 40" E	118.50'
L4	S 0° 01' 40" E	118.50'
L5	S 0° 01' 40" E	118.50'
L6	S 0° 01' 40" E	118.50'
L7	N 0° 01' 41" W	118.50'
L8	N 0° 01' 41" W	118.50'
L9	S 84° 19' 33" E	118.50'
L10	S 84° 19' 33" E	118.50'
L11	S 84° 19' 33" E	118.50'
L12	S 84° 19' 33" E	118.50'
L13	S 84° 19' 33" E	118.50'
L14	S 84° 19' 33" E	118.50'
L15	S 84° 19' 33" E	118.50'
L16	N 44° 04' 20" E	31.07'
L17	N 44° 04' 20" E	31.07'
L18	N 44° 04' 20" E	31.07'
L19	N 44° 04' 20" E	31.07'
L20	N 44° 04' 20" E	31.07'
A-B	S 0° 01' 40" E	355.50'
C-D	N 0° 01' 41" W	355.50'

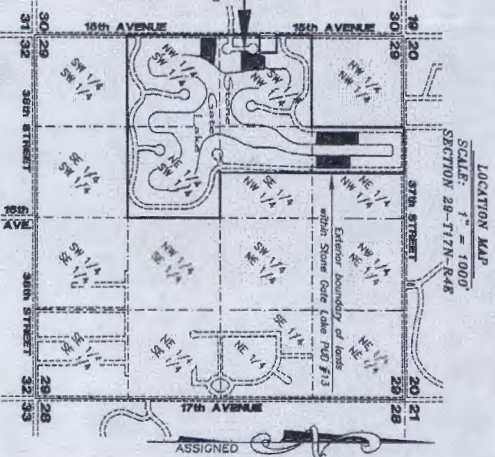
Number	Area to Monument Line	Total Area
L1	348 sq. ft.	0.46 acre
L2	348 sq. ft.	0.46 acre
L3	348 sq. ft.	0.46 acre
L4	348 sq. ft.	0.46 acre
L5	348 sq. ft.	0.46 acre
L6	348 sq. ft.	0.46 acre
L7	348 sq. ft.	0.46 acre
L8	348 sq. ft.	0.46 acre
L9	348 sq. ft.	0.46 acre
L10	348 sq. ft.	0.46 acre
L11	348 sq. ft.	0.46 acre
L12	348 sq. ft.	0.46 acre
L13	348 sq. ft.	0.46 acre
L14	348 sq. ft.	0.46 acre
L15	348 sq. ft.	0.46 acre
L16	348 sq. ft.	0.46 acre
L17	348 sq. ft.	0.46 acre
L18	348 sq. ft.	0.46 acre
L19	348 sq. ft.	0.46 acre
L20	348 sq. ft.	0.46 acre
A-B	348 sq. ft.	0.46 acre
C-D	348 sq. ft.	0.46 acre



700462

JUNEAU COUNTY REGISTER OF DEEDS:

Register's Office No. 55
 Juneau County, Wis.
 Received for recording this plat by of *Pauloski Development* 2013
 Page 2 of 2
 Date 5-15-13
 Registered by *Debra*



Pauloski Development
 NEPCO, LLC
 1026 Highway 80 South, Suite 1
 Neenah, Wisconsin 54956
 (920) 836-3111

Call the City/County Line
 Field Book, Inc., Page 116
 Geot Northern Timber Company LLC
 Wisconsin Dept. of Natural Resources, WI-3485-5427

EIGHTH AMENDMENT TO WATERSTONE AND
NINTH AMENDMENT TO STONE GATE LAKE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

DOCUMENT # 709424

RECORDED
June 11, 2015 2:10 PM
CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI
FEE AMOUNT: \$30.00

TOTAL PAGES: 19

**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)

Document Number

Title of Document

89

**AMENDMENT TO WATERSTONE AND STONE GATE LAKE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Waterstone and Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 4th day of June, 2015.

RECITALS

WHEREAS, the Waterstone Declaration of Covenants, Conditions and Restrictions, as amended (the "Waterstone Restrictions") dated the 12th day of June, 2006, was recorded on the 21st day of June, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 650516; and an Amendment dated the 31st day of October, 2006, was recorded on the 2nd day of November, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 653781; and an Amendment dated the 29th day of April, 2008, was recorded on the 29th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665919; and the Third Amendment dated the 1st day of September, 2009, was recorded on the 1st day of September, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675324; and the Fourth Amendment dated the 1st day of October, 2009, was recorded on the 16th day of November, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676691; and the Fifth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Sixth Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Seventh Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, as amended (the "Stone Gate Lake Restrictions") dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and the First Amendment dated the 8th day of October, 2008, was recorded on the 15th day of October, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669076; and the Second Amendment dated the 12th day of August, 2009, was recorded on the 12th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675009; and the Third Amendment dated the 9th day of November, 2009, was recorded on the 2nd day of December, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676981; and the Fourth Amendment dated the 8th day of January, 2010, was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679245; and the Fifth Amendment dated the 26th day of April, 2010, was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679267; and the Sixth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Seventh Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Eighth Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and

WHEREAS, the Waterstone Restrictions and the Stone Gate Lake Restrictions cover all Lots and select Outlots within the Waterstone Subdivision, the Stone Gate Lake Subdivision, the

5
First Addition, Second Addition, Third Addition and Fourth Addition to Stone Gate Lake Subdivision 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, the Waterstone Restrictions and the Stone Gate Lake Restrictions cover additional lands in the vicinity of Waterstone Subdivision (the "Expansion Property") described on Exhibit B attached hereto; and

WHEREAS, the first page and Article XXIII of the Waterstone Restrictions provides that the Declarant or its Affiliates have the sole right to subject to the Declaration the Expansion Property, and to grant the owners of lots in the Declarant or its Affiliates' other developments the right to use certain Outlots located in Waterstone Subdivision; and

WHEREAS, SMP Development Co., LLC has transferred its rights as Declarant to its Affiliates to subject to the Declaration the Expansion Property, and to grant the owners of lots in the Affiliates' other developments the right to use certain Outlots located in Waterstone Subdivision. Great Northern Timber Company, LLC transferred its interest in Stone Gate Lake Subdivision to Stone Gate Lake Development, LLC; and

WHEREAS, Bear Paw Lake Investments, LLC; Sand Point Lake Investments, LLC; MC Farms, LLC; LD Northern Wisconsin Holdings, LLC; Stone Gate Lake Development, LLC and Juneau County Investments, Inc. are Affiliates of the Declarant ("Declarant's Affiliate"), and are the owners of Additional Expansion Property described on Exhibit C ("Additional Expansion Property") attached hereto; and

WHEREAS, the Declarant's Affiliate will be platting in the future the Additional Expansion Property described on Exhibit C and desire to allow the Lot Owners of these

52
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 8 of Waterstone Subdivision; and

WHEREAS, the Declarant’s Affiliate 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 8 of Waterstone 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, Article XXIV of the Waterstone Restrictions provides that the Declarant's Affiliate have the sole right to amend the Restrictions prior to the conveyance of the last Lot to an Owner other than the Declarant's Affiliate; and

WHEREAS, the Declarant's Affiliate desires to identify the “Additional Expansion Property” as described in Exhibit C and amend the Waterstone Restrictions as set forth in this Amendment.

WHEREAS, the Declarant's Affiliate further desires to submit additional lands to the Stone Gate Lake Restrictions as set forth in this Amendment.

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

1. The Declarant’s Affiliate 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 8 of Waterstone 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 Developer, the Waterstone Waterfront Community Association, Ltd. shall separate the assessments for the Clubhouse Amenities from the general assessments and levy the pro rata portion of the Clubhouse Amenities assessments against each Lot Owner. The real estate described on Exhibit C attached hereto will be subjected to the terms of the Waterstone Declaration 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.

NOW, THEREFORE, the Stone Gate Lake Restrictions are hereby amended as follows:

1. The real estate described on Exhibit D attached hereto and further described on the Final Plat of the Fifth Addition to Stone Gate Lake attached hereto as Exhibit E (the "Fifth Addition") is subject to the terms of the Stone Gate Lake Restrictions, and Lots 93 through 110 inclusive, as set forth therein are subject to the Stone Gate Lake 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 such Restrictions.

IN WITNESS WHEREOF, this Amendment to the Waterstone Restrictions and Stone Gate Lake Restrictions is executed by the Declarant's Affiliate as of the day and year first written above.

Bear Paw Lake Investments, LLC

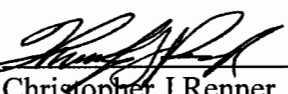
By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
JUNEAU COUNTY)

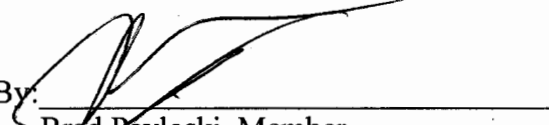
Personally came before me this 8th day of June, 2015, the above-named Brad Pavloski, a Member of Bear Paw Lake Investments, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires January 23, 2018

54

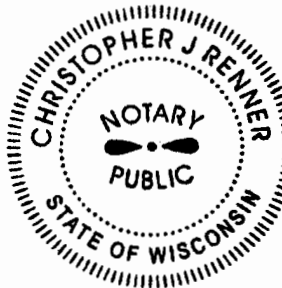
Sand Point Lake Investments, LLC


By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

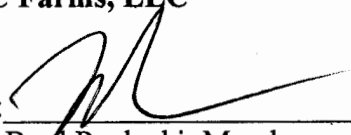
STATE OF WISCONSIN)
)ss
JUNEAU COUNTY)

Personally came before me this 8th day of June, 2015, the above-named Brad Pavloski, a Member of Sand Point Lake Investments, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires January 23, 2018

MC Farms, LLC


By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
JUNEAU COUNTY)

Personally came before me this 8th day of June, 2015, the above-named Brad Pavloski, a Member of MC Farms, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires January 23, 2018

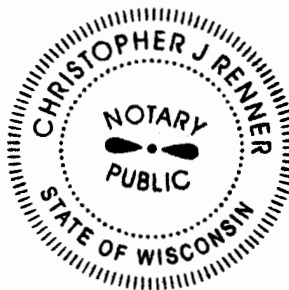
LD Northern Wisconsin Holdings, LLC

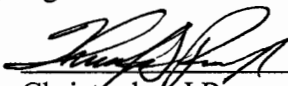
By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
JUNEAU COUNTY)

Personally came before me this 8th day of June, 2015, the above-named Brad Pavloski, a Member of LD Northern Wisconsin Holdings, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires January 23, 2018

Juneau County Investments, Inc.

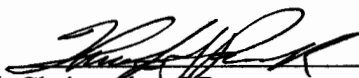
By: 
Brad Pavloski, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
JUNEAU COUNTY)

Personally came before me this 8th day of June, 2015, the above-named Brad Pavloski, President of Juneau County Investments, Inc., a Delaware Corporation, to me known to be the person who executed the foregoing instrument and acknowledge the same.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires January 23, 2018

51

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 through Lot 56 inclusive and Outlots 1, 2, 3, 5, 8 and 10 of Waterstone. Filed on the 7th day of June, 2006 in Volume 11 of Plats at Pages 60-64 as Document Number 650200. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 through Lot 53 inclusive and Outlot 1 through Outlot 7 inclusive of Stone Gate Lake. Filed on the 15th day of April, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 54 of the First Addition to Stone Gate Lake. Filed on the 22nd day of August, 2008 in Volume 12 of Plats at Pages 24 and 25 as Document Number 668110. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 55 through 60 inclusive of the Second Addition to Stone Gate Lake. Filed on the 7th day of January, 2010 in Volume 12 of Plats at Pages 36 and 37 as Document Number 677529. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 61 through 78 inclusive of the Third Addition to Stone Gate Lake. Filed on the 14th day of June, 2010 in Volume 12 of Plats at Pages 41-43 as Document Number 680090. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 79 through 92 inclusive of the Fourth Addition to Stone Gate Lake. Filed on the 16th day of September, 2013 in Volume 12 of Plats at Pages 67-69 as Document Number 700462. Located in the Town of Germantown, Juneau County, Wisconsin.

EXHIBIT B
LEGAL DESCRIPTION OF EXPANSION PROPERTY

Outlot 1 of Juneau County Certified Survey Map No. 3879 as recorded in Volume 17 of CSM Page 50 as Document No. 662241, being a part of the Northeast Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Outlot 1 of Juneau County Certified Survey Map No. 3891 as recorded in Volume 17 of CSM Page 62 as Document No. 662727, being a part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 7 of Juneau County Certified Survey Map No. 748 as recorded in Volume 3 of CSM Page 214 as Document No. 267429, being a part of the North Half of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 8 of Juneau County Certified Survey Map No. 748 as recorded in Volume 3 of CSM Page 214 as Document No. 267429, being a part of the North Half of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Southwest Quarter of the Northeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northeast Quarter of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North Half of the Fractional Southwest Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPT the West 14.15 acres thereof.

Lot 1 of Juneau County Certified Survey Map No. 4004 as recorded in Volume 17 of CSM Page 175 as Document No. 670352, being a part of the South Half of the Fractional Northwest Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northwest Quarter of the Northwest Quarter of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Outlot 1 of Juneau County Certified Survey Map No. 3982 as recorded in Volume 17 of CSM Page 153 as Document No. 669236, being a part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

59
Lot 1 of Juneau County Certified Survey Map No. 4458 as recorded in Volume 20 of CSM on Page 53 as Document Number 709199. Located in the Northeast Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map No. 4460 as recorded in Volume 20 of CSM on Page 55 as Document Number 709273. Located in the Southwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map No. 4330 as recorded in Volume 19 of CSM on Page 127 as Document Number 700463. Located in the Northwest Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 1, Juneau County Certified Survey Map 926 in Volume 4 of CSM's, page 42, located in the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty (30), Township Seventeen (17) North, Range Four (4) East, Town of Germantown, Juneau County, Wisconsin.

The North six (6) acres of the West 13.69 acres of the South half of the Northwest fractional quarter (S $\frac{1}{2}$ NW Fr $\frac{1}{4}$) of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING land conveyed for highway purposes.

The West 13.69 acres of the South half of the Northwest fractional quarter (S $\frac{1}{2}$ NW Fr $\frac{1}{4}$) of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING therefrom the South four hundred fifty (450) feet; and further EXCEPTING the North six (6) acres of the West 13.69 acres, and also EXCEPTING lands conveyed for highway purposes at Volume 159 of Deeds, Page 206.

The Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 2 of Juneau County Certified Survey Map No. 747 recorded in Volume 3 of CSM, Page 213, being a part of the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 5 of Juneau County Certified Survey Map No. 748 recorded in Volume 3 of CSM, Page 214, being a part of the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Northeast Quarter of the Northeast Quarter, Section 25, Township 17 North, Range 3 East, Town of Clearfield, Juneau County, Wisconsin, excepting all lands used, deeded or platted for highway purposes as recorded in Volume 159 of Deeds, page 644 (Doc #200244).

The Southeast Quarter of the Southeast Quarter (Plat of Survey 12/20/05), Section 24, Township 17 North, Range 3 East, Town of Clearfield, Juneau County, Wisconsin, excepting all lands used, deeded or platted for highway purposes as recorded in Volume 159 of Deeds, page 644 (Doc #200244)

The Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 33, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING THEREFROM lands described in Volume 483 of Records at page 471, as Document No. 345445, described as follows: a part of the Northeast Quarter of the Southwest Quarter, Section 33, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, to-wit: commencing at the South 1/4 corner of said Section; thence along the North-South 1/4 line of said Section, North 0°14'40" East, 1352.32 feet, to a point in the centerline of C.T.H. "G", being the point of beginning. Thence along the centerline of C.T.H. "G", North 89°3'30" West, 100 feet; thence North 0°15'10" East, 296.23 feet, to a point in the South line of C.S.M. No. 781; thence along the South line thereof, South 87°55'20" East, 100 feet to a point in the North-South 1/4 line of said Section; thence along the 1/4 line South 0°14'40" West, 294.25 feet, to the point of beginning. AND FURTHER EXCEPTING lands described in CSM #781, recorded in Volume 3 at page 247, as Document No. 270048.

The East Half of the Northeast Quarter of the Northeast Quarter (E 1/2 NE 1/4 NE 1/4) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin; EXCEPTING THEREFROM lands conveyed in Volume 165 of Deeds, on Page 668, being the North 250' of the East 250' thereof.

The Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North Half of the Northwest Fractional Quarter (N 1/2 NW fr 1/4) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING THEREFROM the North 39 acres thereof, being the plat of Waterstone as recorded in Volume 11 of Plats, on Pages 60-64 as Document No. 650200; SUBJECT TO the Transportation Project Plat recorded in Volume 1 of TPP on Page 44, as Document No. 635207.

The North Half of the South Half of the Northwest Fractional Quarter (N 1/2 S 1/2 NW fr 1/4) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, SUBJECT TO the Transportation Project Plat recorded in Volume 1 of TPP on Page 44, as Document No. 635207.

Outlot 11 of Waterstone as recorded in Volume 11 of Plats on Pages 60-64 as Document No. 650200. Located in the North Half of the Northwest Quarter (N 1/2 NW 1/4) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXHIBIT C
LEGAL DESCRIPTION OF ADDITIONAL EXPANSION PROPERTY

Lot 1 of the Town Plat of Castle Rock Corners. Filed on the 12th day of June, 2003 in Volume 10 of Plats at Pages 47-48 as Document Number 622131. Located in the Northwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North 250 feet of the East 250 feet of the Northeast Quarter of the Northeast Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 2 of Juneau County Certified Survey Map No. 926 as recorded in Volume 4 of CSM on Page 42 as Document Number 276565, EXCEPT Lot 1 of Juneau County Certified Survey Map No. 2682 as recorded in Volume 10 of CSM on Page 200 as Document Number 367844. Located in the Northeast Quarter of the Southeast Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Juneau County Certified Survey Map No. 1879 as recorded in Volume 7 of CSM on Page 64 as Document Number 328294. Being the South Half of the South Half of the Northwest Quarter, the North Half of the North Half of the Southwest Quarter, the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXHIBIT D
LEGAL DESCRIPTION OF FIFTH ADDITION TO STONE GATE LAKE

Lots 93 through 110 inclusive of the Fifth Addition to Stone Gate Lake. Filed on the 29th day of May, 2015 in Volume 12 of Plats at Pages 70-72 as Document Number 709198. Located in the Southwest Quarter of the Northwest Quarter, the Northeast Quarter of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXHIBIT E

FINAL PLAT OF FIFTH ADDITION TO STONE GATE LAKE SUBDIVISION
(See attached plat as the next page)

NINTH AMENDMENT TO WATERSTONE AND
TENTH AMENDMENT TO STONE GATE LAKE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

DOCUMENT # 718483

RECORDED

January 23, 2017 2:05 PM

STACY D. HAMILL

REGISTER OF DEEDS

JUNEAU CO., WI

FEE AMOUNT: \$30.00

TOTAL PAGES: 24

INDEXING
COMPLETED

Document Number

Title of Document

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)

AMENDMENT TO WATERSTONE AND STONE GATE LAKE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment to Waterstone and Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 12th day of January, 2017.

RECITALS

WHEREAS, the Waterstone Declaration of Covenants, Conditions and Restrictions, as amended (the "Waterstone Restrictions") dated the 12th day of June, 2006, was recorded on the 21st day of June, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 650516; and an Amendment dated the 31st day of October, 2006, was recorded on the 2nd day of November, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 653781; and an Amendment dated the 29th day of April, 2008, was recorded on the 29th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665919; and the Third Amendment dated the 1st day of September, 2009, was recorded on the 1st day of September, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675324; and the Fourth Amendment dated the 1st day of October, 2009, was recorded on the 16th day of November, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676691; and the Fifth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Sixth Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Seventh Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Eighth Amendment dated the

4th day of June, 2015, was recorded on the 11th day of June, 2015, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 709424; and

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, as amended (the "Stone Gate Lake Restrictions") dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and the First Amendment dated the 8th day of October, 2008, was recorded on the 15th day of October, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669076; and the Second Amendment dated the 12th day of August, 2009, was recorded on the 12th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675009; and the Third Amendment dated the 9th day of November, 2009, was recorded on the 2nd day of December, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676981; and the Fourth Amendment dated the 8th day of January, 2010, was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679245; and the Fifth Amendment dated the 26th day of April, 2010, was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679267; and the Sixth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Seventh Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Eighth Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Ninth Amendment dated the 4th day of June, 2015, was recorded on the 11th day of June, 2015, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 709424; and

WHEREAS, the Waterstone Restrictions and the Stone Gate Lake Restrictions cover all Lots and select Outlots within the Waterstone Subdivision, the Stone Gate Lake Subdivision, the First Addition, Second Addition, Third Addition, Fourth Addition and Fifth Addition to Stone Gate Lake Subdivision 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, the Waterstone Restrictions and the Stone Gate Lake Restrictions cover additional lands in the vicinity of Waterstone Subdivision (the "Expansion Property") described on Exhibit B attached hereto; and

WHEREAS, the first page and Article XXIII of the Waterstone Restrictions provides that the Declarant's Affiliates have the sole right to subject to the Declaration the Expansion Property, other lands acquired by Declarant's Affiliates, and to grant the owners of lots in the Declarant's Affiliates' other developments the right to use certain Outlots located in Waterstone Subdivision; and

WHEREAS, Mizuumi Protection, Ltd. and Bear Paw Lake Investments 2, LLC are the successors to the owner of portions of the Expansion Property of the Restrictions and are Declarant's Affiliates; and

WHEREAS, the Declarant's Affiliates desire to identify Copper Point Investments, LLC; White House 16th, LLC; Island Lake at Copper Point, LLC and Campfire Lake Investments, LLC as additional Declarant Affiliates ("Additional Declarant Affiliates"); and

WHEREAS, the Additional Declarant Affiliates are the owners of Additional Expansion Property described on Exhibit C ("Additional Expansion Property") attached hereto; and

WHEREAS, the Additional Declarant Affiliates will be platting in the future the Additional Expansion Property described on Exhibit C 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 (collectively, the “Clubhouse Amenities”) located on Outlot 8 of Waterstone Subdivision; and

WHEREAS, the Additional Declarant 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 8 of Waterstone 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; and

WHEREAS, Article XXIV of the Waterstone Restrictions provides that the Declarant's Affiliate have the sole right to amend the Restrictions prior to the conveyance of the last Lot to an Owner other than the Declarant's Affiliate; and

WHEREAS, Article XXII and Article XXIV of the Stone Gate Lake Restrictions provides that the Successor Declarant has the sole right to amend the Restrictions prior to the conveyance of the last Lot to an Owner other than the Declarant; and

WHEREAS, the Successor Declarant desires to amend and update Article VI and Article VII of the Restrictions to establish a fee schedule for the review of plans by the Architectural Control Committee as set forth in this Amendment and as otherwise provided herein; and

WHEREAS, the Successor Declarant desires to amend Article VII of the Restrictions to establish a fee schedule for the fines to be levied by the Architectural Control Committee if construction has begun prior to the approval of plans as allowed for therein; and

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

WHEREAS, the Successor Declarant desires to amend the Restrictions to provide for additional covenants and restrictions requiring that Heartland Title, Ltd. in Mauston, Wisconsin be the exclusive closing agent for all conveyances of Lots within the Subject Property, and future additional Lots; and

WHEREAS, the Successor Declarant further desires to amend the Restrictions and to provide for additional covenants and restrictions as set forth in this Amendment.

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

1. The Additional Declarant 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 8 of Waterstone 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 Developer, the Waterstone Waterfront Community Association, Ltd. shall separate the assessments for the Clubhouse Amenities from the general assessments and levy the pro rata portion of the Clubhouse Amenities assessments against each Lot Owner. The real estate described on Exhibit C attached hereto will be subject to the terms of the Waterstone Declaration 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.

NOW, THEREFORE, the Stone Gate Lake Restrictions are hereby amended as follows:

1. **Article II – Use of Land**

The following language shall be added to Article II:

“No motorized boats or watercraft shall be allowed within the private lakes or ponds. No buildings shall be erected, altered, placed or permitted, nor unattended personal items allowed to remain on any islands within the private lakes or ponds.

No boat launch can be built on any Lot. No Lot Owner may allow third parties or the public to use a Lot for access to the private lakes or ponds.”

2. **Article VI – Architectural Control Committee**

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

“The Committee members (other than the Developer for the review of all plans) shall not be entitled to compensation for services performed pursuant to this paragraph.”

3. **Article VII – Architectural Control**

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

“The Developer shall be paid the following fees prior to review of any of the following plans:

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

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

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

4. **Article VII – Architectural Control**

The following language shall be inserted after the first sentence of Article VII:

“No builder, general contractor, or subcontractor shall commence construction of any structure or improvement without the prior written approval of the Committee. Developer and the Committee shall have the sole right to prohibit builders, general contractors and subcontractors including but not limited to electricians, plumbers, drywall companies, HVAC companies, insulation companies, landscapers and driveway construction companies from building structures or improvements on the Lots. There is an approved builder, contractor and subcontractor list. Each Lot owner shall have the obligation to determine if a builder, contractor or subcontractor is on the Developer’s approved list prior to entering into any contract for the construction of improvements.”

5. **Article XIII – Signs**

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

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

- (1) Such signs as may be used by the Developer in Developer's discretion in conjunction with Lot or Home sales in the Subject Property or other developments of the Developer or its Affiliates to be placed on Lots or Outlots.
- (2) One or more subdivision entrance signs surrounded with landscaping may be erected by the Developer and/or by the Owner's Association.

In the event the Association or Developer provides notice to a Lot Owner that they have a prohibited tube style sign or other sign advertising a lot 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."

6. **Article XXII – Developer's Rights**

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

"ARTICLE XXII"

"DECLARANT'S RIGHTS"

"Declarant has acquired or may acquire in the future other lands in the vicinity of Subdivision as expanded. Declarant shall have the express right, but not the obligation, to develop all or part of the lands owned by Declarant and/or its Affiliates, and subject those lands to the terms and conditions set forth in this Declaration. To accomplish that purpose, Declarant 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, the outlots, amenities located on the 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 the outlots, amenities located on the outlots, and/or other common areas, and the Owners of all Lots share equally in the maintenance expenses.
- b. Amend this Declaration of Restrictions without the consent of any Lot Owner so as to subject any or all of said additional lands to this Declaration of Restrictions. In doing so, Declarant 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 that governs the outlots, amenities located on the outlots, and/or other common areas 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."

7. **Article XXIII – Stone Gate Lake Community Association, Ltd.**

The third and fourth paragraphs of Section 2. B. shall be deleted in their entirety and replaced with the following as a new Section at the end of Article XXIII:

"3. DECLARANT CONTROL OF THE ASSOCIATION; AMENDMENTS. 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 Architectural Control Committee, the Board, or its officers, by the Articles of Incorporation, Bylaws, this Declaration, or the Wisconsin Non-Stock Corporation Law (as amended from time to time), until the earliest of: (1) Thirty (30) years from the date of recording of this Amendment; or (2) 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 or parcels of land owned by 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 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 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 platted and 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.

This Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the Declarant acting alone, as long as Declarant owns any Lot or parcel of land in the Lands, as such Lands are expanded by amendment hereto. After thirty (30) years after the date of this Amendment, this Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the owners of at least eighty percent (80%) of the Lots in the Lands. Further, no amendment shall become effective unless and until same is duly

recorded in the office of the Register of Deeds for Juneau County, Wisconsin. In the event there is more than one (1) owner of any Lot in the Lands, the execution of any amendment by any one (1) or more of said owners of such Lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such Lot join in the execution of such amendment, unless such other owner or owners of said Lot have recorded in the Office of the Register of Deeds for Juneau County, Wisconsin, prior to the date of execution of such amendment by any other owner of such Lot, a notice setting forth the fact that approval of any amendment on behalf of such Lot shall not be effective without the approval of the owner filing such notice. In no event shall this section be construed so as to require the Declarant to obtain the approval of any Lot Owner to make any amendment to this Declaration which is expressly permitted by any provision of this Declaration to be made by Declarant alone.”

8. The following language shall be added after the end of Article XXIV:

“ARTICLE XXV”

“EXCLUSIVE CLOSING AGENT FOR LOT TRANSERS”

“Each Lot Owner hereby agrees that for any conveyance of a Lot or portion thereof within the Subject Property, and any additions thereto, the Lot Owner shall hire Heartland Title, Ltd. of Mauston, Wisconsin as closing agent for such conveyance.”

IN WITNESS WHEREOF, this Amendment to the Waterstone Restrictions and Stone Gate Lake Restrictions is executed by the Declarant’s Affiliate and Successor Declarant as of the day and year first written above.

(Signatures appear on the next page following)

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

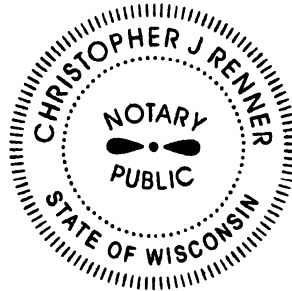
Bear Paw Lake Investments, LLC

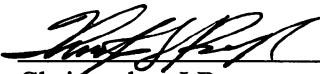
By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

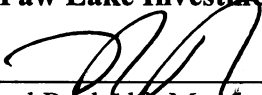
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 12th day of January, 2017, before me appeared Brad Pavloski, Member of Bear Paw Lake 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, Juneau County, Wisconsin
My commission expires January 23, 2018

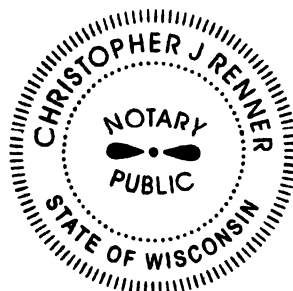
Bear Paw Lake Investments 2, LLC


By: 
Brad Pavloski, Member

ACKNOWLEDGMENT


STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 12th day of January, 2017, before me appeared Brad Pavloski, Member of Bear Paw Lake Investments 2, 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

Sand Point Lake Investments, LLC

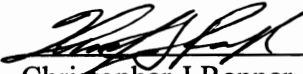
By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

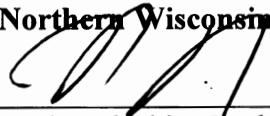
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 12th day of January, 2017, before me appeared Brad Pavloski, Member of Sand Point Lake 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, Juneau County, Wisconsin
My commission expires January 23, 2018

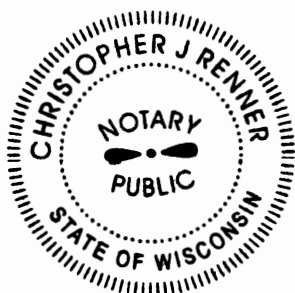
LD Northern Wisconsin Holdings, LLC


By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

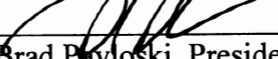
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 12th day of January, 2017, before me appeared Brad Pavloski, Member of LD Northern Wisconsin Holdings, 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, Juneau County, Wisconsin
My commission expires January 23, 2018

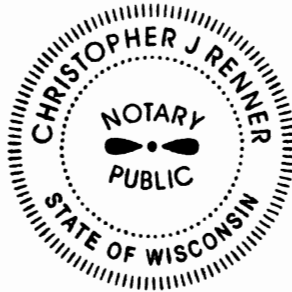
Juneau County Investments, Inc.


By: 
Brad Pavloski, President

ACKNOWLEDGMENT

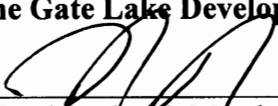
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 12th day of January, 2017, before me appeared Brad Pavloski, President of Juneau County Investments, Inc., a Delaware Corporation, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said corporation by its authority, and said person acknowledged said instrument to be the free act and deed of said corporation.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires January 23, 2018

Stone Gate Lake Development, LLC


By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 12th day of January, 2017, before me appeared Brad Pavloski, Member of Stone Gate Lake Development, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires January 23, 2018

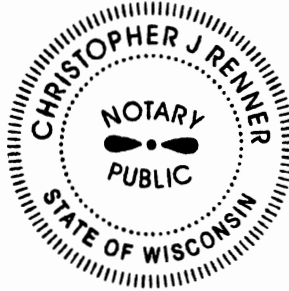
Copper Point Investments, LLC


By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 12th day of January, 2017, 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.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires January 23, 2018

White House 16th, LLC

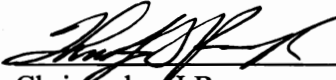
By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

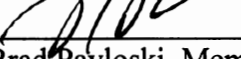
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 12th day of January, 2017, before me appeared Brad Pavloski, Member of White House 16th, 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, Juneau County, Wisconsin
My commission expires January 23, 2018

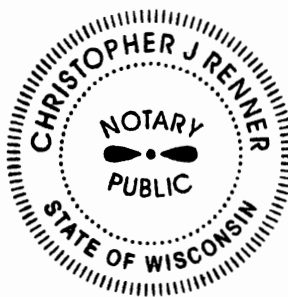
Island Lake at Copper Point, LLC


By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 12th day of January, 2017, before me appeared Brad Pavloski, Member of Island Lake at Copper Point, 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, Juneau County, Wisconsin
My commission expires January 23, 2018

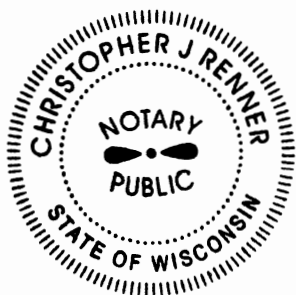
Campfire Lake Investments, LLC

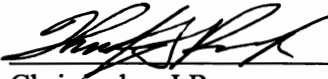
By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

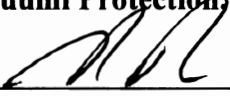
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 12th day of January, 2017, before me appeared Brad Pavloski, Member of Campfire Lake 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, Juneau County, Wisconsin
My commission expires January 23, 2018

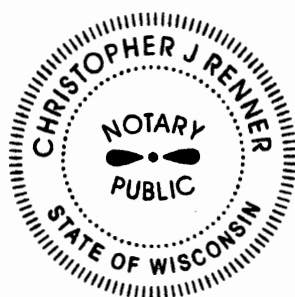
Mizuumi Protection Ltd.

By: 
Brad Pavloski, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 12th day of January, 2017, before me appeared Brad Pavloski, President of Mizuumi Protection, Ltd., to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



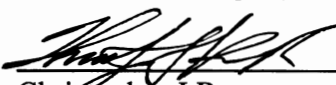

Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires January 23, 2018

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 through Lot 56 inclusive and Outlots 1, 2, 3, 5, 8 and 10 of Waterstone. Filed on the 7th day of June, 2006 in Volume 11 of Plats at Pages 60-64 as Document Number 650200. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 through Lot 53 inclusive and Outlot 1 through Outlot 7 inclusive of Stone Gate Lake. Filed on the 15th day of April, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 54 of the First Addition to Stone Gate Lake. Filed on the 22nd day of August, 2008 in Volume 12 of Plats at Pages 24 and 25 as Document Number 668110. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 55 through 60 inclusive of the Second Addition to Stone Gate Lake. Filed on the 7th day of January, 2010 in Volume 12 of Plats at Pages 36 and 37 as Document Number 677529. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 61 through 78 inclusive of the Third Addition to Stone Gate Lake. Filed on the 14th day of June, 2010 in Volume 12 of Plats at Pages 41-43 as Document Number 680090. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 79 through 92 inclusive of the Fourth Addition to Stone Gate Lake. Filed on the 16th day of September, 2013 in Volume 12 of Plats at Pages 67-69 as Document Number 700462. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 93 through 110 inclusive of the Fifth Addition to Stone Gate Lake. Filed on the 29th day of May, 2015 in Volume 12 of Plats at Pages 70-72 as Document Number 709198. Located in the Town of Germantown, Juneau County, Wisconsin.

EXHIBIT B
LEGAL DESCRIPTION OF EXPANSION PROPERTY

Outlot 1 of Juneau County Certified Survey Map No. 3879 as recorded in Volume 17 of CSM Page 50 as Document No. 662241, being a part of the Northeast Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Outlot 1 of Juneau County Certified Survey Map No. 3891 as recorded in Volume 17 of CSM Page 62 as Document No. 662727, being a part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 2 of Juneau County Certified Survey Map No. 747 recorded in Volume 3 of CSM, Page 213, being a part of the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 5 of Juneau County Certified Survey Map No. 748 recorded in Volume 3 of CSM, Page 214, being a part of the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 7 of Juneau County Certified Survey Map No. 748 as recorded in Volume 3 of CSM Page 214 as Document No. 267429, being a part of the North Half of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 8 of Juneau County Certified Survey Map No. 748 as recorded in Volume 3 of CSM Page 214 as Document No. 267429, being a part of the North Half of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Southwest Quarter of the Northeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northeast Quarter of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North Half of the Fractional Southwest Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPT the West 14.15 acres thereof.

Lot 1 of Juneau County Certified Survey Map No. 4004 as recorded in Volume 17 of CSM Page 175 as Document No. 670352, being a part of the South Half of the Fractional Northwest Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North six (6) acres of the West 13.69 acres of the South half of the Northwest fractional quarter (S $\frac{1}{2}$ NW Fr $\frac{1}{4}$) of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING land conveyed for highway purposes.

The West 13.69 acres of the South half of the Northwest fractional quarter (S ½ NW Fr ¼) of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING therefrom the South four hundred fifty (450) feet; and further EXCEPTING the North six (6) acres of the West 13.69 acres, and also EXCEPTING lands conveyed for highway purposes at Volume 159 of Deeds, Page 206.

The Northwest Quarter of the Northwest Quarter of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Outlot 1 of Juneau County Certified Survey Map No. 3982 as recorded in Volume 17 of CSM Page 153 as Document No. 669236, being a part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map No. 4458 as recorded in Volume 20 of CSM on Page 53 as Document Number 709199. Located in the Northeast Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map No. 4460 as recorded in Volume 20 of CSM on Page 55 as Document Number 709273. Located in the Southwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map No. 4330 as recorded in Volume 19 of CSM on Page 127 as Document Number 700463. Located in the Northwest Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 1 of the Town Plat of Castle Rock Corners. Filed on the 12th day of June, 2003 in Volume 10 of Plats at Pages 47-48 as Document Number 622131. Located in the Northwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 1, Juneau County Certified Survey Map 926 in Volume 4 of CSM's, page 42, located in the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) of Section Thirty (30), Township Seventeen (17) North, Range Four (4) East, Town of Germantown, Juneau County, Wisconsin.

Parcel 2 of Juneau County Certified Survey Map No. 926 as recorded in Volume 4 of CSM on Page 42 as Document Number 276565, EXCEPT Lot 1 of Juneau County Certified Survey Map No. 2682 as recorded in Volume 10 of CSM on Page 200 as Document Number 367844. Located in the Northeast Quarter of the Southeast Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The East Half of the Northeast Quarter of the Northeast Quarter (E ½ NE ¼ NE ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin; EXCEPTING THEREFROM lands conveyed in Volume 165 of Deeds, on Page 668, being the North 250' of the East 250' thereof.

The North 250 feet of the East 250 feet of the Northeast Quarter of the Northeast Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North Half of the Northwest Fractional Quarter (N ½ NW fr ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING THEREFROM the North 39 acres thereof, being the plat of Waterstone as recorded in Volume 11 of Plats, on Pages 60-64 as Document No. 650200; SUBJECT TO the Transportation Project Plat recorded in Volume 1 of TPP on Page 44, as Document No. 635207.

The North Half of the South Half of the Northwest Fractional Quarter (N ½ S ½ NW fr ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, SUBJECT TO the Transportation Project Plat recorded in Volume 1 of TPP on Page 44, as Document No. 635207.

Outlot 11 of Waterstone as recorded in Volume 11 of Plats on Pages 60-64 as Document No. 650200. Located in the North Half of the Northwest Quarter (N ½ NW ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Juneau County Certified Survey Map No. 1879 as recorded in Volume 7 of CSM on Page 64 as Document Number 328294. Being the South Half of the South Half of the Northwest Quarter, the North Half of the North Half of the Southwest Quarter, the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Southeast Quarter of the Southeast Quarter (Plat of Survey 12/20/05), Section 24, Township 17 North, Range 3 East, Town of Clearfield, Juneau County, Wisconsin, excepting all lands used, deeded or platted for highway purposes as recorded in Volume 159 of Deeds, page 644 (Doc #200244)

Northeast Quarter of the Northeast Quarter, Section 25, Township 17 North, Range 3 East, Town of Clearfield, Juneau County, Wisconsin, excepting all lands used, deeded or platted for highway purposes as recorded in Volume 159 of Deeds, page 644 (Doc #200244).

The Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 33, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING THEREFROM lands described in Volume 483 of Records at page 471, as Document No. 345445, described as follows: a part of the Northeast Quarter of the Southwest Quarter, Section 33, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, to-wit: commencing at the South 1/4 corner of said Section; thence along the North-South 1/4 line of said Section, North 0°14'40" East, 1352.32 feet, to a point in the centerline of C.T.H. "G", being the point of beginning. Thence along the centerline of C.T.H. "G", North 89°3'30" West, 100 feet; thence North 0°15'10" East, 296.23 feet, to a point in the South line of C.S.M. No. 781; thence along the South line thereof, South 87°55'20" East, 100 feet to a point in the North-South 1/4 line of said Section; thence along the 1/4 line South 0°14'40" West, 294.25 feet, to the point of beginning. AND FURTHER EXCEPTING lands described in CSM #781, recorded in Volume 3 at page 247, as Document No. 270048.

EXHIBIT C
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.

EXCEPT lands contained within Lot 1 of Juneau County Certified Survey Map number 4531 as recorded in Volume 20 of CSM on Page 126 as Document number 715815.

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.

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.

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.

EXCEPT: Lot 1 of Juneau County Certified Survey Map number 4471 as recorded in Volume 20 of CSM on Page 66 as Document number 710030.

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.

EXCEPT: Lot 1 of Juneau County Certified Survey Map number 4423 as recorded in Volume 20 of CSM on Page 18 as Document number 706673.

ALSO EXCEPT: Lot 1 of Juneau County Certified Survey Map number 4471 as recorded in Volume 20 of CSM on Page 66 as Document number 710030.

The Southeast Quarter of Section 7, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin

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.

Lot 1 of Juneau County Certified Survey Map number 4470 as recorded in Volume 20 of CSM on Page 65 as Document number 710029.

The Southwest Quarter of the Northwest Quarter of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

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.

EXCEPT: Lot 1 through Lot 38 inclusive, Outlot 1 and Outlot 2 of Island Lake at Copper Point. Filed on the 11th day of January, 2016 in Volume 12 of Plats at Pages 73-75 as Document Number 712625, located in the Town of Germantown, Juneau County, Wisconsin.

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.

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.

The South 75.00 feet of the North 480.00 feet of the NW1/4 NE1/4 of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North 75.00 feet of the South 990.00 feet of the NW1/4 NE1/4 of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North 40.00 feet of the North 340.00 feet of the South 540 feet of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North 100.00 feet of the South 640.00 feet of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Including Parcel 1 of Juneau County Certified Survey Map No. 980, recorded in Volume 4 of CSM, Page 96, as Document No. 279898.

The Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section 15, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel One (1) of Juneau County Certified Survey Map No. 1930 as recorded in Volume 7 of CSM, Page 115, being a part of the NE1/4 of the NW1/4 of Section 15; a part of the E 1/2 of the SW 1/4 of Section 10; all in T17N, R4E, in the Town of Germantown, Juneau County, Wisconsin.

TENTH AMENDMENT TO WATERSTONE AND
ELEVENTH AMENDMENT TO STONE GATE
LAKE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

DOCUMENT # 720336

RECORDED

June 05, 2017 1:50 PM

STACY D. HAMILL

REGISTER OF DEEDS

DUNEAU CO., WI

FEE AMOUNT: \$30.00

TOTAL PAGES: 17

**INDEXING
COMPLETED**

Document Number

Title of Document

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)

AMENDMENT TO WATERSTONE AND STONE GATE LAKE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment to Waterstone and Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 12th day of May, 2017.

RECITALS

WHEREAS, the Waterstone Declaration of Covenants, Conditions and Restrictions, as amended (the "Waterstone Restrictions") dated the 12th day of June, 2006, was recorded on the 21st day of June, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 650516; and an Amendment dated the 31st day of October, 2006, was recorded on the 2nd day of November, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 653781; and an Amendment dated the 29th day of April, 2008, was recorded on the 29th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665919; and the Third Amendment dated the 1st day of September, 2009, was recorded on the 1st day of September, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675324; and the Fourth Amendment dated the 1st day of October, 2009, was recorded on the 16th day of November, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676691; and the Fifth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Sixth Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Seventh Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Eighth Amendment dated the 4th day of June, 2015, was recorded on the 11th day of June, 2015, with the Register of Deeds for

Juneau County, Wisconsin, as Document No. 709424; and the Ninth Amendment dated the 12th day of January, 2017, was recorded on the 23rd day of January, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 718483; and

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, as amended (the "Stone Gate Lake Restrictions") dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and the First Amendment dated the 8th day of October, 2008, was recorded on the 15th day of October, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669076; and the Second Amendment dated the 12th day of August, 2009, was recorded on the 12th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675009; and the Third Amendment dated the 9th day of November, 2009, was recorded on the 2nd day of December, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676981; and the Fourth Amendment dated the 8th day of January, 2010, was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679245; and the Fifth Amendment dated the 26th day of April, 2010, was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679267; and the Sixth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Seventh Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Eighth Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Ninth Amendment dated the 4th day of June, 2015, was recorded on the 11th day of June,

2015, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 709424; and the Tenth Amendment dated the 12th day of January, 2017, was recorded on the 23rd day of January, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 718483; and

WHEREAS, the Waterstone Restrictions and the Stone Gate Lake Restrictions cover all Lots and select Outlots within the Waterstone Subdivision, the Stone Gate Lake Subdivision, the First Addition, Second Addition, Third Addition, Fourth Addition and Fifth Addition to Stone Gate Lake Subdivision, all located in the Town of Germantown, Juneau County, Wisconsin, which are legally described on Exhibit A attached hereto and incorporated herein by reference (the "Subject Property"); and

WHEREAS, the first page and Article XXIII of the Waterstone Restrictions provides that the Declarant's Affiliates have the sole right to subject to the Declaration the Expansion Property, other lands acquired by Declarant's Affiliates, and to grant the owners of lots in the Declarant's Affiliates' other developments the right to use certain Outlots located in Waterstone Subdivision; and

WHEREAS, Article XXII of the Stone Gate Lake Restrictions provides that the Successor Declarant has the sole right to amend the Restrictions and to subject to the Declaration additional lands; and

WHEREAS, the Declarant's Affiliate and Successor Declarant desire to submit additional lands to the Stone Gate Lake Restrictions as set forth in this Amendment.

NOW, THEREFORE, the Stone Gate Lake Restrictions are hereby amended as follows:

The real estate described on Exhibit B attached hereto and further described on the Final Plat of the Sixth Addition to Stone Gate Lake attached hereto as Exhibit C (the "Sixth Addition") is hereby subject to the terms of the Stone Gate Lake Restrictions. Lots 111 through 120 inclusive of the Sixth Addition as set forth therein are subject

to the Stone Gate Lake Restrictions, and all purchasers of such lots and their successors in interest of any portion of the Sixth Addition, and each and every conveyance of any portion of the Sixth Addition will be, subject to such Restrictions.

IN WITNESS WHEREOF, this Amendment to the Waterstone Restrictions and Stone Gate Lake Restrictions is executed by the Declarant's Affiliate and Successor Declarant as of the day and year first written above.

(Signatures appear on the next page following)

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

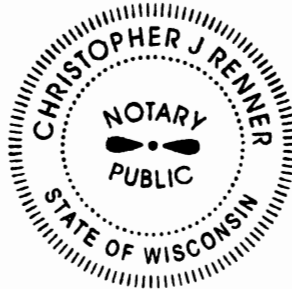
Bear Paw Lake Investments, LLC


By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

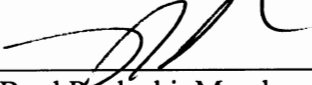
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 2ND day of JUNE, 2017, before me appeared Brad Pavloski, Member of Bear Paw Lake 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, Juneau County, Wisconsin
My commission expires: 23 JANUARY, 2018

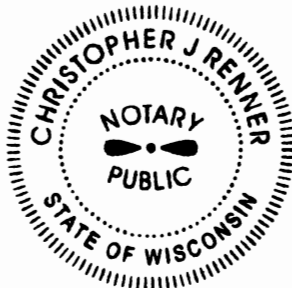
Bear Paw Lake Investments 2, LLC

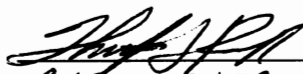
By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 2ND day of JUNE, 2017, before me appeared Brad Pavloski, Member of Bear Paw Lake Investments 2, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.




CHRISTOPHER J RENNER
Notary Public, State of Wisconsin
My commission expires: 23 JANUARY, 2018

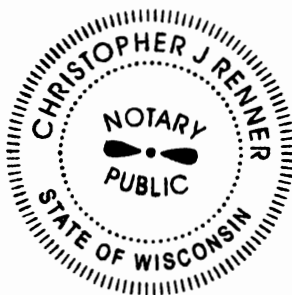
Sand Point Lake Investments, LLC

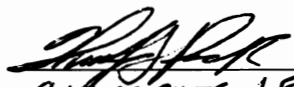
By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

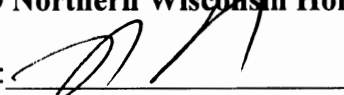
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 2ND day of JUNE, 2017, before me appeared Brad Pavloski, Member of Sand Point Lake 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, Juneau County, Wisconsin
My commission expires: 23 JANUARY 2018

LD Northern Wisconsin Holdings, LLC

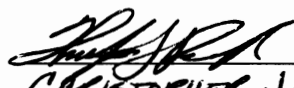
By: 
Brad Pavloski, Member

ACKNOWLEDGMENT


STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 2ND day of JUNE, 2017, before me appeared Brad Pavloski, Member of LD Northern Wisconsin Holdings, 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, Juneau County, Wisconsin
My commission expires: 23 JANUARY 2018

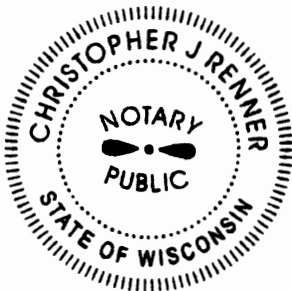
Juneau County Investments, Inc.

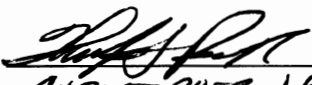
By: 
Brad Pavloski, President

ACKNOWLEDGMENT


STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 2ND day of JUNE, 2017, before me appeared Brad Pavloski, President of Juneau County Investments, Inc., a Delaware Corporation, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said corporation by its authority, and said person acknowledged said instrument to be the free act and deed of said corporation.




CHRISTOPHER J RENNER
Notary Public, Juneau County, Wisconsin
My commission expires: 23 JANUARY 2018

Stone Gate Lake Development, LLC

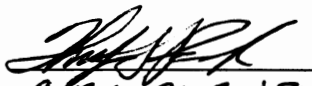
By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 2ND day of JUNE, 2017, before me appeared Brad Pavloski, Member of Stone Gate Lake Development, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.




CHRISTOPHER J RENNER
Notary Public, Juneau County, Wisconsin
My commission expires: 23 JANUARY 2018

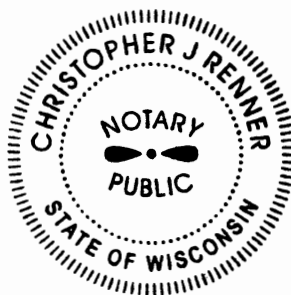
Copper Point Investments, LLC

By: [Signature]
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 2ND day of JUNE, 2017, 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.



[Signature]
CHRISTOPHER J RENNER
Notary Public, Juneau County, Wisconsin
My commission expires: 23 JANUARY, 2018

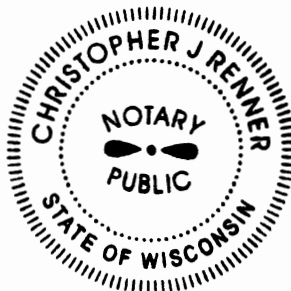
White House 16th, LLC

By: [Signature]
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 2ND day of JUNE, 2017, before me appeared Brad Pavloski, Member of White House 16th, 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.



[Signature]
CHRISTOPHER J RENNER
Notary Public, Juneau County, Wisconsin
My commission expires: 23 JANUARY, 2018

Island Lake at Copper Point, LLC

By: [Signature]
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 2ND day of JUNE, 2017, before me appeared Brad Pavloski, Member of Island Lake at Copper Point, 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.



[Signature]
CHRISTOPHER J RENNER
Notary Public, Juneau County, Wisconsin
My commission expires: 23 JANUARY, 2018

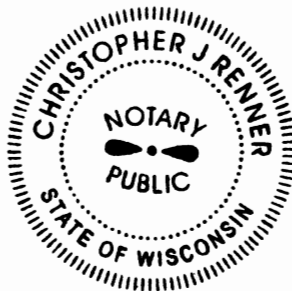
Campfire Lake Investments, LLC

By: [Signature]
Brad Pavloski, Member

ACKNOWLEDGMENT

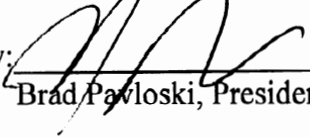
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 2ND day of JUNE, 2017, before me appeared Brad Pavloski, Member of Campfire Lake 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.



[Signature]
CHRISTOPHER J RENNER
Notary Public, Juneau County, Wisconsin
My commission expires: 23 JANUARY, 2018

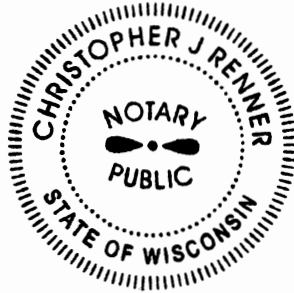
Mizuumi Protection, Ltd.

By: 
Brad Pavloski, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 2ND day of JUNE, 2017, before me appeared Brad Pavloski, President of Mizuumi Protection, Ltd., to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.





CHRISTOPHER J RENNER
Notary Public, Juneau County, Wisconsin
My commission expires: 23 JANUARY, 2018

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 through Lot 56 inclusive and Outlots 1, 2, 3, 5, 8 and 10 of Waterstone. Filed on the 7th day of June, 2006 in Volume 11 of Plats at Pages 60-64 as Document Number 650200. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 through Lot 53 inclusive and Outlot 1 through Outlot 7 inclusive of Stone Gate Lake. Filed on the 15th day of April, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 54 of the First Addition to Stone Gate Lake. Filed on the 22nd day of August, 2008 in Volume 12 of Plats at Pages 24 and 25 as Document Number 668110. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 55 through 60 inclusive of the Second Addition to Stone Gate Lake. Filed on the 7th day of January, 2010 in Volume 12 of Plats at Pages 36 and 37 as Document Number 677529. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 61 through 78 inclusive of the Third Addition to Stone Gate Lake. Filed on the 14th day of June, 2010 in Volume 12 of Plats at Pages 41-43 as Document Number 680090. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 79 through 92 inclusive of the Fourth Addition to Stone Gate Lake. Filed on the 16th day of September, 2013 in Volume 12 of Plats at Pages 67-69 as Document Number 700462. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 93 through 110 inclusive of the Fifth Addition to Stone Gate Lake. Filed on the 29th day of May, 2015 in Volume 12 of Plats at Pages 70-72 as Document Number 709198. Located in the Town of Germantown, Juneau County, Wisconsin.

EXHIBIT B
LEGAL DESCRIPTION OF SIXTH ADDITION TO STONE GATE LAKE

Lots 111 through 120 inclusive of the Sixth Addition to Stone Gate Lake as recorded in Volume 12 of Plats on Pages 80-82 as Document Number 719977. Located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXHIBIT C
FINAL PLAT OF SIXTH ADDITION TO STONE GATE LAKE
(See attached Plat as the next page)

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.30 and 236.31(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 2017

Department of Administration



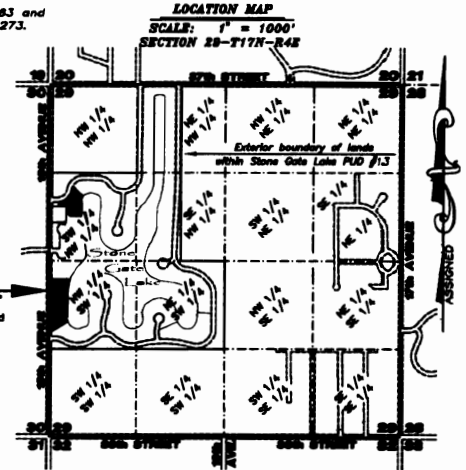
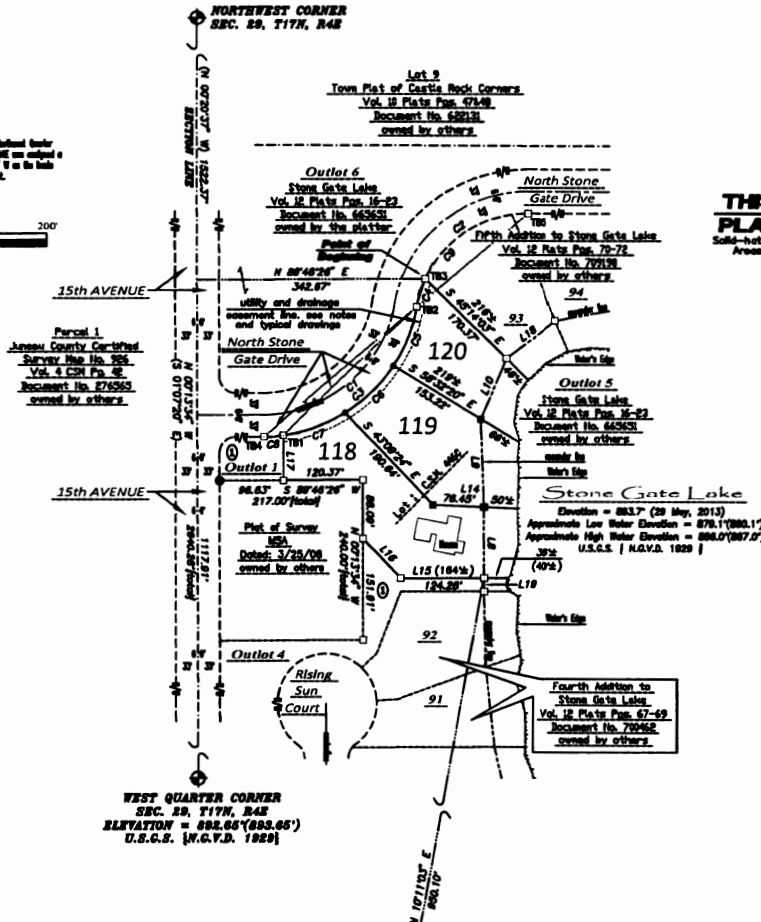
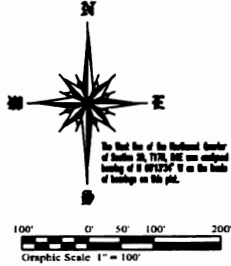
Sixth Addition to Stone Gate Lake

A Planned Unit Development

Lot 1 of Juneau County Certified Survey Map number 4330 as recorded in Volume 19 of C.S.M. on Page 127 as Document number 700463 and Lot 1 of Juneau County Certified Survey Map number 4480 as recorded in Volume 20 of C.S.M. on Page 55 as Document number 706273. Located in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 28, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

LEGEND:

- ⊕ - Harrison cast iron monument, found
- - 1 1/4" round iron rod, found
- ⊙ - 3/4" square bolt, found
- - 3/4" round iron rod, found
- - 3/4" x 18" round iron re-bar, placed weighing 7.50 lbs per lineal ft.
- - 1 1/4" x 18" round iron rod, placed weighing 4.17 lbs per lineal ft.
- () - Recorded as
- Vinciguerra / Ownership the Stone Gate Lake
- ⊙ - Vol. 38, Plate Pgs. 18-23 Document No. 662658, owned by the plattee.



Number	Line Data Table	Distance
L1	S 18°31'48" E	85.53'
L2	S 01°14'42" W	87.88'
L3	S 02°38'42" W	102.25'
L4	S 01°14'42" W	100.04'
L5	S 04°48'12" W	100.89'
L6	S 01°18'30" W	100.04'
L7	S 11°42'21" W	104.41'
L8	S 00°15'54" E	108.83'
L9	S 01°10'00" E	132.61'
L10	S 82°11'20" W	86.74'
L11	S 30°18'14" E	85.79'
L12	S 80°01'14" E	133.5'
L13	N 2°31'22" E	108.37'
L14	S 87°42'01" E	128.5'
L15	S 88°48'20" W	180.5'
L16	N 43°02'42" W	81.80'
L17	N 02°13'42" W	67.88'
L18	N 57°02'04" E	85.07'
L19	S 00°13'54" E	50.00'

Number	Foremost Bearing Table
T61	N 82°38'00" E
T62	N 00°10'48" E
T63	N 24°16'00" E
T64	N 88°42'00" E
T65	S 88°48'14" E

JUNEAU COUNTY REGISTER OF DEEDS:

Register's Office
Juneau County, Wis. } SS
Received for record this _____ day of _____, 2017
at _____, Wis., and recorded in Volume _____ of Plats,
Page _____

Register of Deeds

Pauloski Development
Castle Rock Lake NEPCO Lake
2017 Spring St. 2nd Fl. 4
Suite, Marsh, WI 54459-1027
920-98-77

Old file (Original) Stone Gate Lake
Field Book #8... Page #8
Fieldwork completed: 13 March, 2017

PREPARED FOR
Stone Gate Lake Development LLC
P.O. Box 1027
Wisconsin Rapids, WI 54495-1027

See Sheet 2 of 3

There are no objections to this plan with respect to Secs. 236.15, 236.16, 236.20 and 236.11(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

Sixth Addition to Stone Gate Lake

A Planned Unit Development

Lot 1 of Juneau County Certified Survey Map number 4330 as recorded in Volume 19 of C.S.M. on Page 127 as Document number 700463 and Lot 1 of Juneau County Certified Survey Map number 4480 as recorded in Volume 20 of C.S.M. on Page 55 as Document number 709273. Located in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 28, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

NOTES:

Sixth Addition to Stone Gate Lake is subject to a recorded Declaration of covenants, conditions and restrictions including amendments, recorded as the following documents:

- Declaration - Document No. 685482
 - First Amendment - Document No. 689078
 - Second Amendment - Document No. 675509
 - Third Amendment - Document No. 678641
 - Fourth Amendment - Document No. 678645
 - Fifth Amendment - Document No. 678667
 - Sixth Amendment - Document No. 678689
 - Seventh Amendment - Document No. 681126
 - Eighth Amendment - Document No. 700507
 - Ninth Amendment - Document No. 708414
 - Tenth Amendment - Document No. 718483
- Waterborne Amendments:
- Declaration - Document No. 652818
 - Amendment - Document No. 653781
 - Second Amendment - Document No. 665919
 - Third Amendment - Document No. 673324
 - Fourth Amendment - Document No. 679881
 - Fifth Amendment - Document No. 679889
 - Sixth Amendment - Document No. 681126
 - Seventh Amendment - Document No. 700507
 - Eighth Amendment - Document No. 708424
 - Ninth Amendment - Document No. 718483

Public sanitary sewer has been provided to these lots and incorporated into this development.

The Drainage Easements, as shown hereon, are granted to the Town of Germantown.

Stone Gate Lake is a river made impoundment.

The house shown on Lot 118 is currently under construction.

Note: See typical lot drainage and utility easements, building setback drainage and notes for more information.

AREA:

Area of Sixth Addition: 263,876 sq. ft. to Stone Gate Lake
 112 Acres/160,000 sq. ft.
 5.04 Acres/690,000 sq. ft.

ZONING:

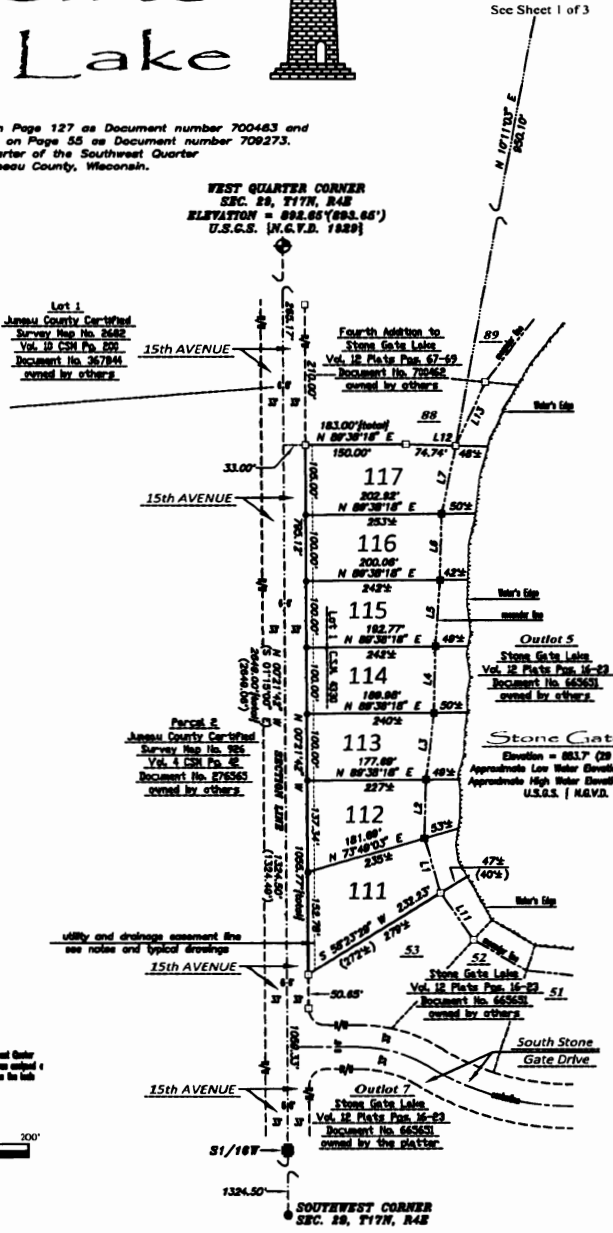
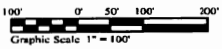
This property is zoned:
 TC - Town Center Overlay District
 PUD - Planned Unit Development

Number	Radius	Delta Angle	Chord Bearing	Chord Length
C1	233.00'	80°38'40"	N 48°26'30" E	301.30'
C2	187.00'	61°00'00"	N 48°40'48" E	218.85'
C3	233.00'	73°17'19"	N 49°49'25.5" E	278.13'
C4	187.00'	12°06'15"	N 18°43'52.5" E	43.90'
C5	233.00'	23°47'18"	N 21°02'25.5" E	85.78'
C6	233.00'	24°47'00"	N 45°17'30" E	100.00'
C7	233.00'	24°47'00"	N 70°04'30" E	100.00'
C8	233.00'	7°18'21"	N 89°07'15.5" E	29.89'
C9	187.00'	65°53'47"	N 67°13'52.5" E	181.89'

Number	Area to Meander Line	Total Area
Lot 111	2889 Sq. Ft. 0.66 Acre	3030 Sq. Ft. 0.69 Acre
Lot 112	8889 Sq. Ft. 2.04 Acre	12804 Sq. Ft. 2.93 Acre
Lot 113	8595 Sq. Ft. 1.95 Acre	12501 Sq. Ft. 2.85 Acre
Lot 114	8939 Sq. Ft. 2.04 Acre	12611 Sq. Ft. 2.88 Acre
Lot 115	8882 Sq. Ft. 2.03 Acre	12609 Sq. Ft. 2.88 Acre
Lot 116	8948 Sq. Ft. 2.04 Acre	12648 Sq. Ft. 2.89 Acre
Lot 117	8555 Sq. Ft. 1.94 Acre	12179 Sq. Ft. 2.79 Acre
Lot 118	3085 Sq. Ft. 0.70 Acre	3807 Sq. Ft. 0.87 Acre
Lot 119	8838 Sq. Ft. 2.01 Acre	12697 Sq. Ft. 2.89 Acre
Lot 120	1788 Sq. Ft. 0.41 Acre	2288 Sq. Ft. 0.52 Acre

LEGEND:

- ⊕ - Harrison cast iron monument, found
- - 1 1/4" round iron rod, found
- - 3/4" square bolt, found
- - 3/4" round iron rod, found
- - 3/4" x 18" round iron re-bar, placed weighing 1.50 lbs per linear ft.
- - 1 1/4" x 18" round iron rod, placed weighing 4.17 lbs per linear ft.
- () - Recorded as
- Vicinity / Ownership to Stone Gate Lake, Vol. 12 Plate Pgs. 16-22, Document No. 662631, owned by the plattee.



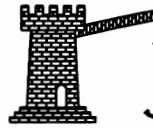
Pavloski Development
 Castle Rock Lake NEPCO, Lake
 2020 Highway 88 South, 2nd 4
 South, Marsh 598
 Marsh, WI 54855-1027

Field No. (S)(N)(E) Stone Gate Lake
 Field Book # _____ Page # _____
 Fieldwork completed: 13 March, 2017
PREPARED BY:
 Stone Gate Lake Development LLC
 P.O. Box 1027
 Wisconsin Rapids, WI 54485-1027

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.30 and 236.21(c) and (f), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



Sixth Addition to Stone Gate Lake



A Planned Unit Development

Lot 1 of Juneau County Certified Survey Map number 4330 as recorded in Volume 19 of C.S.M. on Page 127 as Document number 700463 and Lot 1 of Juneau County Certified Survey Map number 4480 as recorded in Volume 20 of C.S.M. on Page 55 as Document number 709273. Located in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 28, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

UTILITY EASEMENT RESTRICTION:

No utility poles, pedestals or cables shall be placed so as to disturb any survey monument or obstruct vision along any lot or street line. The unauthorized disturbance of a survey monument is a violation of S.236.32 of Wisconsin Statutes. UNRR easements set forth herein are for the use of the Town of Germantown and only the private utilities having the right to serve this subdivision as listed below.

UTILITY COMPANY LIST

CITY / INTERNET: MediaCom
230 State Highway 27 N.
Wausau, WI 54987-8439
608-831-4289
attn: Gary Jensen

TELEPHONE: Laramore Valley Telephone Co.
127 U.S. Hwy. 12 & 18
P.O. Box 207
Carpis, Wisconsin, WI 54418
608-427-8275
attn: Kevin Barth

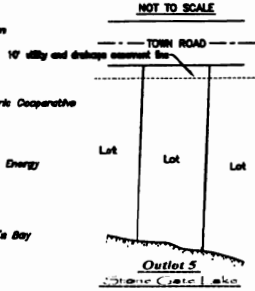
TELEPHONE: TDS Telecom
525 Junction Road
Madison, WI 53717
608-824-4423
608-864-4020
attn: Kevin Barrett

ELECTRIC: Oshkosh Electric Cooperative
P.O. Box 128
Oshkosh, WI 54848
608-241-2488
attn: Ray Boyles

ELECTRIC / GAS: Alliant Energy
338 E. State Street
Waunakee, WI 53094
608-847-1313
cell: 608-308-4818
attn: Mark Schoen

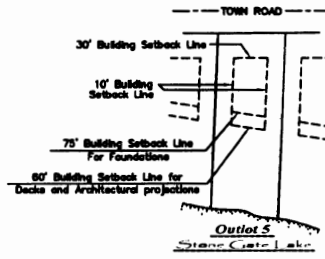
SANITARY SEWER: O'Dell's Bay
Sanitary District #1
N7832 Lake View Court
New Lisbon, WI 53950
608-383-3280
attn: Carrie Kudlak

TYPICAL DRAINAGE AND UTILITY EASEMENTS



TYPICAL LOT BUILDING SETBACKS LOTS 111 THROUGH 120 INCLUSIVE

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



LAND, FORESTRY, PARKS AND ZONING COMMITTEE APPROVAL:

Resolved that the Plat of Sixth Addition to Stone Gate Lake is hereby approved by the Land, Forestry, Parks and Zoning Committee on:

Date: _____
Zoning Administrator

I hereby certify that the foregoing is approved by the Land, Forestry, Parks and Zoning Committee on:

Date: _____
County Clerk

CERTIFICATE OF TAXES PAID:

TREASURER'S CERTIFICATE:

We, being duly elected, qualified and acting treasurers of the Town of Germantown and the County of Juneau do hereby certify that the records in our offices show no unassessed tax notes, unpaid taxes or unpaid special assessments affecting any of the lands included in this plat as of the dates listed below.

Date: _____ Town Treasurer

Date: _____ County Treasurer

TOWN OF GERMANTOWN:

Resolved that the Plat of Sixth Addition to Stone Gate Lake in the town of Germantown is hereby approved by the town board of the town of Germantown.

Date: _____ Approved: _____
Town Chairman

I hereby certify that the foregoing is a copy of a resolution adopted by the town board of the town of Germantown.

Date: _____ Approved: _____
Town Clerk

TOWN OF GERMANTOWN PLANNING COMMISSION:

The town of Germantown does hereby certify that the Plat of Sixth Addition to Stone Gate Lake is and hereby is approved in compliance with the town of Germantown Subdivision and Zoning Ordinances.

Date: _____ Approved: _____
Zoning Administrator

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

Stone Gate Lake Development, Limited Liability Company, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation owned the land described on this plat to be surveyed, divided, mapped and dedicated as represented on the plat. I also certify that this plat is required by Sec. 236.10 or Sec. 236.12 to be submitted to the following for approval or objection:

OBJECTING AUTHORITIES:
The county of Juneau
The Department of Administration

APPROVING AUTHORITIES:
The county of Juneau
The town of Germantown

In witness whereof, the said Stone Gate Lake Development, L.L.C. has caused these presents to be signed by its Authorized Representative.
This _____ day of _____, 2017.

In the presence of:

Stone Gate Lake Development, L.L.C.
c/o Brad P. Pirotski
P.O. Box 1027
Wisconsin Rapids, WI 54488-1027

Brad P. Pirotski Authorized Representative

STATE OF WISCONSIN
COUNTY OF JUNEAU JSS

Personally came before me this _____ day of _____, 2017, the above named
Brad P. Pirotski, the Authorized Representative of
Stone Gate Lake Development, L.L.C.

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

Notary Public, Juneau County, Wisconsin

Christopher J. Renner _____ my commission expires January 23, 2018

SURVEYOR'S CERTIFICATE:

I, Christopher J. Renner, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped the plat of Sixth Addition to Stone Gate Lake, being part of the Southwest Quarter of the Northwest Quarter and part of the Northwest Quarter of the Southwest Quarter of Section 28, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, bounded and described as follows:

Lot 1 of Juneau County Certified Survey Map number 4330 as recorded in Volume 19 of C.S.M. on Page 127 as Document number 700463 and Lot 1 of Juneau County Certified Survey Map number 4480 as recorded in Volume 20 of C.S.M. on Page 55 as Document number 709273.

I further certify that this plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made, that I have made such survey, land division and plat by the direction of the corner of said land, that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the Town of Germantown and the County of Juneau in surveying, dividing and mapping the same.

Date: 17 March, 2017

Christopher J. Renner, Professional Land Surveyor No. 2441

Pauloski Development

Castle Rock Lake NEPCO Lake

9000 Highway 29 South, Suite 4
Wausau, Wisconsin 54980
920/Fax: 608-831-1777

Call Me @ (920) 831-1777
Field Book # _____, Page # _____
Fieldwork completed: 13 March, 2017

PREPARED FOR:
Stone Gate Lake Development LLC
P.O. Box 1027
Wisconsin Rapids, WI 54485-1027

ELEVENTH AMENDMENT TO WATERSTONE
AND TWELFTH AMENDMENT TO STONE GATE
LAKE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

DOCUMENT # 727135

RECORDED

August 24, 2016 1:30 PM

STACY D. HAVILL

REGISTER OF DEEDS

JUNEAU CO., WI

FEE AMOUNT: \$30.00

TOTAL PAGES: 16

Document Number

Title of Document

Record this document with the Register of Deeds

Name and Return Address:

Pavloski Development, LLC
N9246 State Road 80
Door 89
Necedah, WI. 54646

(Parcel Identification Number)

**AMENDMENT TO WATERSTONE AND STONE GATE LAKE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Waterstone and Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 24th day of August, 2018.

R E C I T A L S

WHEREAS, the Waterstone Declaration of Covenants, Conditions and Restrictions, as amended (the "Waterstone Restrictions") dated the 12th day of June, 2006, was recorded on the 21st day of June, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 650516; and an Amendment dated the 31st day of October, 2006, was recorded on the 2nd day of November, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 653781; and an Amendment dated the 29th day of April, 2008, was recorded on the 29th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665919; and the Third Amendment dated the 1st day of September, 2009, was recorded on the 1st day of September, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675324; and the Fourth Amendment dated the 1st day of October, 2009, was recorded on the 16th day of November, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676691; and the Fifth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Sixth Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Seventh Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Eighth Amendment dated the 4th day of June, 2015, was recorded on the 11th day of June, 2015, with the Register of Deeds for

Juneau County, Wisconsin, as Document No. 709424; and the Ninth Amendment dated the 12th day of January, 2017, was recorded on the 23rd day of January, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 718483; and the Tenth Amendment dated the 12th day of May, 2017, was recorded on the 5th day of June, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 720336; and

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, as amended (the "Stone Gate Lake Restrictions") dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and the First Amendment dated the 8th day of October, 2008, was recorded on the 15th day of October, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669076; and the Second Amendment dated the 12th day of August, 2009, was recorded on the 12th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675009; and the Third Amendment dated the 9th day of November, 2009, was recorded on the 2nd day of December, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676981; and the Fourth Amendment dated the 8th day of January, 2010, was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679245; and the Fifth Amendment dated the 26th day of April, 2010, was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679267; and the Sixth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Seventh Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Eighth Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September,

2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Ninth Amendment dated the 4th day of June, 2015, was recorded on the 11th day of June, 2015, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 709424; and the Tenth Amendment dated the 12th day of January, 2017, was recorded on the 23rd day of January, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 718483; and the Eleventh Amendment dated the 12th day of May, 2017, was recorded on the 5th day of June, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 720336; and

WHEREAS, the Waterstone Restrictions and the Stone Gate Lake Restrictions cover all Lots and select Outlots within the Waterstone Subdivision, the Stone Gate Lake Subdivision, the First Addition, Second Addition, Third Addition, Fourth Addition, Fifth Addition and Sixth Addition to Stone Gate Lake Subdivision, all located in the Town of Germantown, Juneau County, Wisconsin, which are legally described on Exhibit A attached hereto and incorporated herein by reference (the "Subject Property"); and

WHEREAS, the first page and Article XXIII of the Waterstone Restrictions provides that the Declarant's Affiliates have the sole right to subject to the Declaration the Expansion Property, other lands acquired by Declarant's Affiliates, and to grant the owners of lots in the Declarant's Affiliates' other developments the right to use certain Outlots located in Waterstone Subdivision; and

WHEREAS, Article XXII of the Stone Gate Lake Restrictions provides that the Successor Declarant has the sole right to amend the Restrictions and to subject to the Declaration additional lands; and

WHEREAS, the Declarant's Affiliate and Successor Declarant desire to submit additional lands to the Stone Gate Lake Restrictions as set forth in this Amendment.

WHEREAS, the Declarant's Affiliate and Successor Declarant desire to amend certain provisions of Article VII of the Stone Gate Lake Restrictions to update the fee schedule by establishing a fine to be levied by the Association and/or Architectural Control Committee if the building permit from the Town is applied for prior to the approval of plans as allowed for therein; and

WHEREAS, the Declarant's Affiliate and Successor Declarant desire to amend certain provisions of Article XII of the Stone Gate Lake Restrictions to allow for the limited storage of trailers; and

WHEREAS, the Declarant's Affiliate and Successor Declarant desire to amend and update certain provisions of Article XIII of the Stone Gate Lake Restrictions to establish a fine to be levied by the Association on behalf of and payable to the Developer for not remedying identified violations of the restrictions on the display and placement of signs; and

NOW, THEREFORE, the Stone Gate Lake Restrictions are hereby amended as follows:

1. The real estate legally described on Exhibit B attached hereto and further depicted on the Final Plat of the Seventh Addition to Stone Gate Lake attached hereto as Exhibit C (the "Seventh Addition") is hereby subject to the terms of the Stone Gate Lake Restrictions. Lot 121 of the Seventh Addition as set forth therein is subject to the Stone Gate Lake Restrictions, and all purchasers of such lot and the successors in interest of any portion of Lot 121 of the Seventh Addition, and each and every conveyance of any portion of Lot 121 of the Seventh Addition will be, subject to such Restrictions.

2. **Article VII – Architectural Control**

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

- "4. Building permit from the Town of Germantown applied for prior to approval of the house plans by the Architectural Control Committee = \$2,500 fine"

3. **Article XII – Outdoor Storage**

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

“No on-site un-housed storage will be allowed. Storage of trailers will be allowed for a maximum of three (3) days in any calendar month, provided they are not kept closer than 30 feet from any public road and 10 feet from any property line.”

4. **Article XIII – Signs**

The second paragraph of Article XIII shall be deleted and replaced with the following:

“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 three (3) days to remove the info tube or sign. If the violation is not corrected within the three (3) day period, the Association or Developer shall have the right to remove the info tube or sign and specially assess the Lot owner a fine of \$500.”

IN WITNESS WHEREOF, this Amendment to the Waterstone Restrictions and Stone Gate Lake Restrictions is executed by the Declarant’s Affiliate and Successor Declarant as of the day and year first written above.

(Signatures appear on the next page following)

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

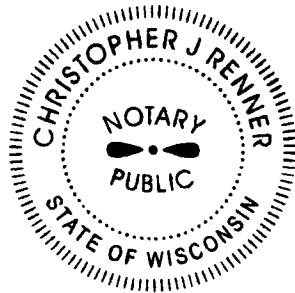
Bear Paw Lake Investments, LLC

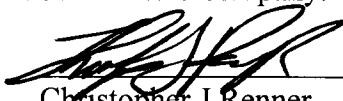
By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

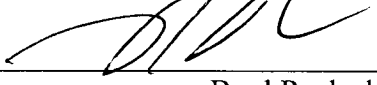
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 24th day of August, 2018, before me appeared Brad Pavloski, Member of Bear Paw Lake 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, Juneau County, Wisconsin
My commission expires: 23 January, 2022

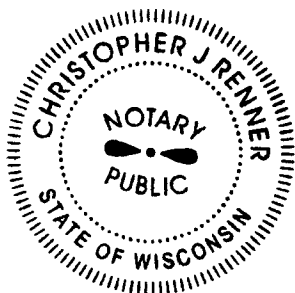
Sand Point Lake Investments, LLC

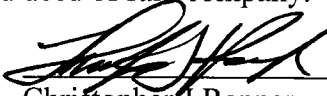
By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 24th day of August, 2018, before me appeared Brad Pavloski, Member of Sand Point Lake 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, Juneau County, Wisconsin
My commission expires: 23 January, 2022

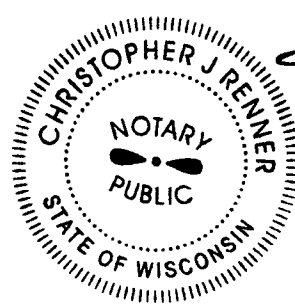
LD Northern Wisconsin Holdings, LLC

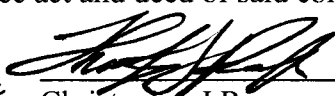
By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 24th day of August, 2018, before me appeared Brad Pavloski, Member of LD Northern Wisconsin Holdings, 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, Juneau County, Wisconsin
My commission expires: 23 January, 2022

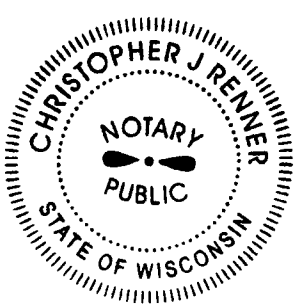
Juneau County Investments, Inc.

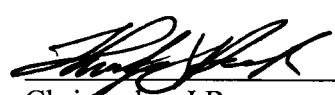
By: 
Brad Pavloski, President

ACKNOWLEDGMENT

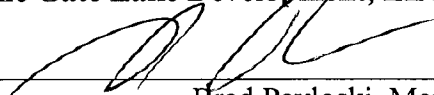
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 24th day of August, 2018, before me appeared Brad Pavloski, President of Juneau County Investments, Inc., a Delaware Corporation, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said corporation by its authority, and said person acknowledged said instrument to be the free act and deed of said corporation.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires: 23 January, 2022

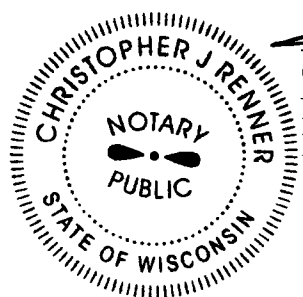
Stone Gate Lake Development, LLC


By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 24th day of August, 2018, before me appeared Brad Pavloski, Member of Stone Gate Lake Development, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires: 23 January, 2022

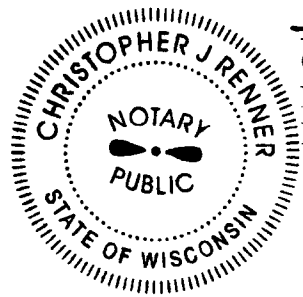
Copper Point Investments, LLC

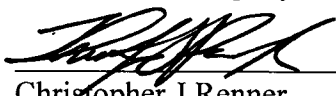
By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

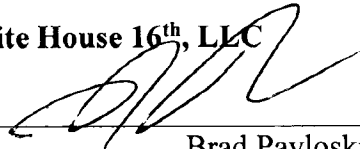
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 24th day of August, 2018, 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.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires: 23 January, 2022

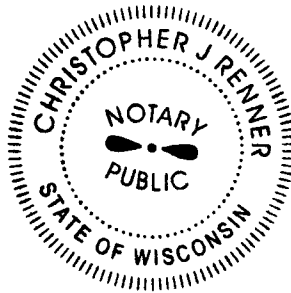
White House 16th, LLC

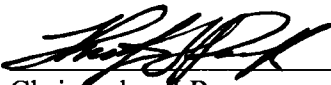
By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

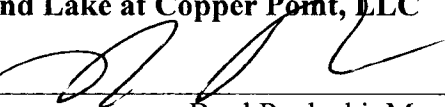
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 24th day of August, 2018, before me appeared Brad Pavloski, Member of White House 16th, 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, Juneau County, Wisconsin
My commission expires: 23 January, 2022

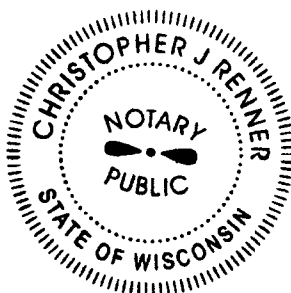
Island Lake at Copper Point, LLC

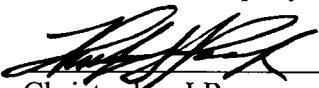
By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

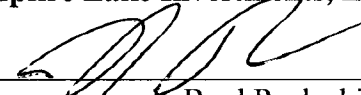
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 24th day of August, 2018, before me appeared Brad Pavloski, Member of Island Lake at Copper Point, 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, Juneau County, Wisconsin
My commission expires: 23 January, 2022

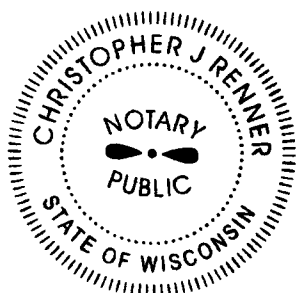
Campfire Lake Investments, LLC

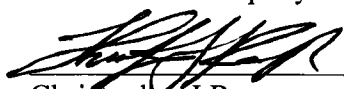
By: 
Brad Pavloski, Member

ACKNOWLEDGMENT


STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 24th day of August, 2018, before me appeared Brad Pavloski, Member of Campfire Lake 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, Juneau County, Wisconsin
My commission expires: 23 January, 2022

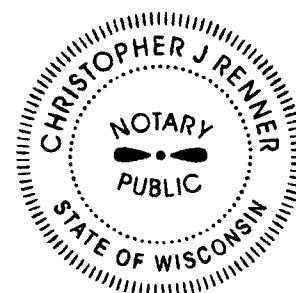
Mizuumi Protection, Ltd.

By: 
Brad Pavloski, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 24th day of August, 2018, before me appeared Brad Pavloski, President of Mizuumi Protection, Ltd., to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



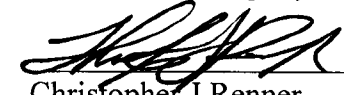

Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires: 23 January, 2022

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 through Lot 56 inclusive and Outlots 1, 2, 3, 5, 8 and 10 of Waterstone. Filed on the 7th day of June, 2006 in Volume 11 of Plats at Pages 60-64 as Document Number 650200. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 through Lot 53 inclusive and Outlot 1 through Outlot 7 inclusive of Stone Gate Lake. Filed on the 15th day of April, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 54 of the First Addition to Stone Gate Lake. Filed on the 22nd day of August, 2008 in Volume 12 of Plats at Pages 24 and 25 as Document Number 668110. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 55 through 60 inclusive of the Second Addition to Stone Gate Lake. Filed on the 7th day of January, 2010 in Volume 12 of Plats at Pages 36 and 37 as Document Number 677529. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 61 through 78 inclusive of the Third Addition to Stone Gate Lake. Filed on the 14th day of June, 2010 in Volume 12 of Plats at Pages 41-43 as Document Number 680090. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 79 through 92 inclusive of the Fourth Addition to Stone Gate Lake. Filed on the 16th day of September, 2013 in Volume 12 of Plats at Pages 67-69 as Document Number 700462. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 93 through 110 inclusive of the Fifth Addition to Stone Gate Lake. Filed on the 29th day of May, 2015 in Volume 12 of Plats at Pages 70-72 as Document Number 709198. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 111 through 120 inclusive of the Sixth Addition to Stone Gate Lake. Filed on the 11th day of May, 2017 in Volume 12 of Plats on Pages 80-82 as Document Number 719977. Located in the Town of Germantown, Juneau County, Wisconsin.

EXHIBIT B

LEGAL DESCRIPTION OF LOT 121 OF SEVENTH ADDITION TO STONE GATE LAKE

Lot 121 of the Seventh Addition to Stone Gate Lake as recorded in Volume 13 of Plats on Pages 7-8 as Document number 727102. Located in the Northeast Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXHIBIT C
FINAL PLAT OF SEVENTH ADDITION TO STONE GATE LAKE
(See attached Plat as the next page)

**AMENDMENT TO STONE GATE LAKE
DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS**

DOCUMENT # 741440

RECORDED

December 14, 2020 2:30 PM

STACY D. HAVILL

REGISTER OF DEEDS

JUNEAU CO., WI

FEE AMOUNT: \$30.00

TOTAL PAGES: 7

Document Number

Title of Document

Record this document with the Register of Deeds

Name and Return Address:

Pavloski Development LLC
N8674 State RD 58
New Lisbon WI 53959

(Parcel Identification Number)

**AMENDMENT TO STONE GATE LAKE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 14TH day of DECEMBER, 2020.

RECITALS

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, as amended (the "Stone Gate Lake Restrictions") dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and the First Amendment dated the 8th day of October, 2008, was recorded on the 15th day of October, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669076; and the Second Amendment dated the 12th day of August, 2009, was recorded on the 12th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675009; and the Third Amendment dated the 9th day of November, 2009, was recorded on the 2nd day of December, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676981; and the Fourth Amendment dated the 8th day of January, 2010, was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679245; and the Fifth Amendment dated the 26th day of April, 2010, was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679267; and the Sixth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Seventh Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Eighth Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September,

2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Ninth Amendment dated the 4th day of June, 2015, was recorded on the 11th day of June, 2015, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 709424; and the Tenth Amendment dated the 12th day of January, 2017, was recorded on the 23rd day of January, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 718483; and the Eleventh Amendment dated the 12th day of May, 2017, was recorded on the 5th day of June, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 720336; the Revised Seventh Amendment dated the 1st day of December, 2017, was recorded on the 7th day of December, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 723242; and the Twelfth Amendment dated the 24th day of August, 2018, was recorded on the 24th day of August, 2018, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 727135; and

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

WHEREAS, the Stone Gate Lake Restrictions provides that the Declarant and its successor(s) have the sole right to amend the Restrictions prior to the conveyance of the last Lot to another Owner other than an assignee of or successor in interest to Declarant; and

WHEREAS, the Declarant was originally both Great Northern Timber Company, LLC and D&L Land Ventures, LLC. The two companies merged on May 21, 2008 and Great Northern Timber Company, LLC was the surviving entity and sole Declarant; and

WHEREAS, Great Northern Timber Company, LLC transferred its interest in Stone Gate Lake Subdivision, including its rights as Declarant, to Stone Gate Lake Development, LLC (“Successor Declarant”); and

WHEREAS, Successor Declarant still owns at least one Lot in the Subject Property; and

WHEREAS, Successor Declarant desires to amend certain provisions of Article II of the Stone Gate Lake Restrictions to grant the Association the authority to (i) establish additional rules and regulations for the use and maintenance of the Lots and any Outlots within the Subject Property and (ii) establish fines to be assessed and levied by the Association if any rules or regulations of the Association are violated; and

WHEREAS, Successor Declarant desires to amend certain provisions of Article XXIV of the Stone Gate Lake Restrictions to (i) grant the Association the authority to enforce any covenant, condition, or restriction contained in the Stone Gate Lake Restrictions and (ii) establish a fine to be assessed and levied by the Association, on behalf of and payable to the Association, for violations of any covenant, condition, or restriction to the extent the Stone Gate Lake Restrictions fails to address a fine or forfeiture for a violation; and

NOW, THEREFORE, the Stone Gate Lake Restrictions are hereby amended as follows:

1. Definition

For purposes of clarity, all reference to the term “Association” within the Restrictions shall be amended to mean the “Waterstone Waterfront Community Association, Ltd.”

2. Article II – Use of Land

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

The Association is hereby granted the power and authority to impose additional rules, regulations, fines regarding the use and maintenance of the Lots and any Outlots within the Subject Property; provided such rules and regulations are no less restrictive than the covenants, conditions, and restrictions contained herein. Further, such additional rules, regulations,

and fines shall require the approval by a majority consent of the board of directors of the Association. In the event of a violation of any Association rule or regulation by a Lot owner or its tenant/guest, the Association shall have the authority to (i) cure such violation if possible and (ii) specially assess the applicable fine established by the Association and any costs and attorney fees incurred by the Association in investigating, enforcing, and/or curing such violation of the Association's rules and regulations, against the Lot. Such special assessment shall be levied against the Lot and shall be due and payable to the Association within thirty (30) days from the date of assessment. In the event that such special assessment shall remain unpaid after sixty (60) days from the date of assessment, the association shall have the right to file a claim for a lien against the Lot in accordance with Article XXIII(2)(E).

2. **Article XXIV – Term and Right to Abate Violations**

The second paragraph of Article XXIV shall be deleted in its entirety and replaced with the following:

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 the Association or 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. Further, to the extent the Association elects to prosecute any violation, or attempted violation, of this Stone Gate Lake Restrictions, the Association shall be entitled to recover all costs of investigation and litigation, including actual attorney fees, it shall incur in prosecuting or enforcing such covenants, conditions, and restrictions from such person or persons violating or attempting to violate this Stone Gate Lake Restrictions. Failure by any land owner or the Association 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.

In addition to the rights and remedies herein (and to the extent any provision contained herein fails to address a fine or forfeiture for violation), in the event that a Lot owner violates any covenant, conditions, and restrictions herein contained, including any restriction or limitation on rentals, the Association shall have the authority to (i) cure such violation if possible and (ii) specially assess the Lot a fine of \$500.00 for the first violation, \$1,000.00 for each violation thereafter, and any costs and attorney fees incurred by the Association in investigating, enforcing, and/or curing such violation of a covenant, condition, or restriction herein contained. Further, for the purposes of rental violations, each day a Lot is

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 through Lot 53 inclusive and Outlot 1 through Outlot 7 inclusive of Stone Gate Lake. Filed on the 15th day of April, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 54 of the First Addition to Stone Gate Lake. Filed on the 22nd day of August, 2008 in Volume 12 of Plats at Pages 24 and 25 as Document Number 668110. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 55 through 60 inclusive of the Second Addition to Stone Gate Lake. Filed on the 7th day of January, 2010 in Volume 12 of Plats at Pages 36 and 37 as Document Number 677529. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 61 through 78 inclusive of the Third Addition to Stone Gate Lake. Filed on the 14th day of June, 2010 in Volume 12 of Plats at Pages 41-43 as Document Number 680090. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 79 through 92 inclusive of the Fourth Addition to Stone Gate Lake. Filed on the 16th day of September, 2013 in Volume 12 of Plats at Pages 67-69 as Document Number 700462. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 93 through 110 inclusive of the Fifth Addition to Stone Gate Lake. Filed on the 29th day of May, 2015 in Volume 12 of Plats at Pages 70-72 as Document Number 709198. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 111 through 120 inclusive of the Sixth Addition to Stone Gate Lake. Filed on the 11th day of May, 2017 in Volume 12 of Plats on Pages 80-82 as Document Number 719977. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 121 of the Seventh Addition to Stone Gate Lake as recorded in Volume 13 of Plats on Pages 7-8 as Document Number 727102. Located in the Town of Germantown, Juneau County, Wisconsin.

**FOURTEENTH AMENDMENT TO
STONE GATE LAKE DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

**DOCUMENT # 755086
RECORDED 01-17-2023 at 1:05 PM
STACY D. HAVILL, REGISTER OF DEEDS
JUNEAU CO., WI
FEE AMOUNT: \$30.00**

Document Number

Title of Document

TOTAL PAGES: 11

Record this document with the Register of Deeds

Name and Return Address:

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

(Parcel Identification Number)

**AMENDMENT TO STONE GATE LAKE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 16th day of January, 2023.

R E C I T A L S

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, as amended (the "Stone Gate Lake Restrictions") dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and the First Amendment dated the 8th day of October, 2008, was recorded on the 15th day of October, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669076; and the Second Amendment dated the 12th day of August, 2009, was recorded on the 12th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675009; and the Third Amendment dated the 9th day of November, 2009, was recorded on the 2nd day of December, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676981; and the Fourth Amendment dated the 8th day of January, 2010, was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679245; and the Fifth Amendment dated the 26th day of April, 2010, was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679267; and the Sixth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Seventh Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Eighth Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September,

2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Ninth Amendment dated the 4th day of June, 2015, was recorded on the 11th day of June, 2015, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 709424; and the Tenth Amendment dated the 12th day of January, 2017, was recorded on the 23rd day of January, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 718483; and the Eleventh Amendment dated the 12th day of May, 2017, was recorded on the 5th day of June, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 720336; and the Revised Seventh Amendment dated the 1st day of December, 2017, was recorded on the 7th day of December, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 723242; and the Twelfth Amendment dated the 24th day of August, 2018, was recorded on the 24th day of August, 2018, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 727135; and an Amendment dated the 14th day of December, 2020, was recorded on the 14th day of December, 2020, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 741440; and

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

WHEREAS, the Stone Gate Lake Restrictions provides that the Declarant and its successor(s) have the sole right to amend the Restrictions prior to the conveyance of the last Lot to another Owner other than an assignee of or successor in interest to Declarant; and

WHEREAS, the Declarant was originally both Great Northern Timber Company, LLC and D&L Land Ventures, LLC. The two companies merged on May 21, 2008 and Great Northern Timber Company, LLC was the surviving entity and sole Declarant; and

WHEREAS, Great Northern Timber Company, LLC transferred its interest in Stone Gate Lake Subdivision, including its rights as Declarant, to Stone Gate Lake Development, LLC (“Successor Declarant”); and

WHEREAS, Successor Declarant still owns at least one Lot in the Subject Property; and

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

WHEREAS, Successor Declarant desires to amend and update certain provisions of Article XXV of the Stone Gate Lake Restrictions to designate additional approved closing agents for all conveyances of Lots within the Subject Property; and

WHEREAS, Successor Declarant desires to amend the Restrictions to provide for additional covenants and restrictions that establish an Exclusive Real Estate Listing Agreement for Lots 113 through 115 inclusive of Sixth Addition to Stone Gate Lake and Lots 122 through 127 inclusive of Eighth Addition to Stone Gate Lake .

NOW, THEREFORE, the Stone Gate Lake Restrictions are hereby amended as follows:

1. The real estate legally described on Exhibit B attached hereto and further depicted on the Final Plat of the Eighth Addition to Stone Gate Lake attached hereto as Exhibit C (the “Eighth Addition”) is hereby subject to the terms of the Stone Gate Lake Restrictions. Lots 122 through 127 inclusive of the Eighth Addition as set forth therein are subject to the Stone Gate Lake Restrictions, and all purchasers of such lot and the successors in interest of any portion of the Eighth Addition, and each and every conveyance of any portion of the Eighth Addition will be, subject to such Restrictions.
2. **Article XXV – Exclusive Closing Agent for Lot Transfers**
Article XXV shall be amended and restated as follows:

“DESIGNATED CLOSING AGENTS FOR LOT TRANSFERS”

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

3. Article XXVI – Exclusive Real Estate Listing Agreement

“ARTICLE XXVI”

“EXCLUSIVE REAL ESTATE LISTING AGREEMENT”

“If any Lot Owner of Lots 113 through 115 inclusive of Sixth Addition to Stone Gate Lake and Lots 122 through 127 inclusive of Eighth Addition to Stone Gate Lake (“Exclusive Lots”) decides to sell their Lot or Home, the Lot Owner shall either (a) give the exclusive right to sell such Lot or Home to a licensed real estate agent or broker designated by Declarant in its sole discretion (the “Listing Agent”), at the price the Lot Owner is willing to accept, until the property sells, with a commission equal to 6% of the sales price of the Lot or Home due and payable to Listing Agent or its assigns (and any co-broker) at closing, unless otherwise agreed to in writing by Declarant, or (b) pay a licensed real estate agent or broker designated by Declarant a commission equal to 2% of the sales price of the Lot or Home at the time of closing, unless otherwise agreed to in writing by Declarant. The 2% commission is owed to the licensed real estate agent or broker designated by Declarant if the Lot Owner does not list their property with the licensed real estate agent or broker designated by Declarant. The 2% commission is above and beyond the commission the Lot Owner pays to their own listing agent.”

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

(Signatures appear on the next page following)

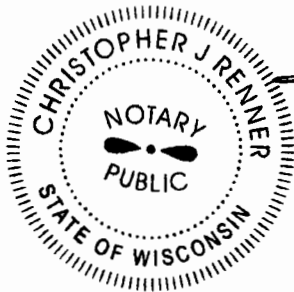
Stone Gate Lake Development, LLC


By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 16th day of January, 2023, before me appeared Brad Pavloski, Member of Stone Gate Lake Development, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires: 23 January, 2026

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
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 through Lot 53 inclusive and Outlot 1 through Outlot 7 inclusive of Stone Gate Lake. Filed on the 15th day of April, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 54 of the First Addition to Stone Gate Lake. Filed on the 22nd day of August, 2008 in Volume 12 of Plats at Pages 24 and 25 as Document Number 668110. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 55 through 60 inclusive of the Second Addition to Stone Gate Lake. Filed on the 7th day of January, 2010 in Volume 12 of Plats at Pages 36 and 37 as Document Number 677529. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 61 through 78 inclusive of the Third Addition to Stone Gate Lake. Filed on the 14th day of June, 2010 in Volume 12 of Plats at Pages 41-43 as Document Number 680090. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 79 through 92 inclusive of the Fourth Addition to Stone Gate Lake. Filed on the 16th day of September, 2013 in Volume 12 of Plats at Pages 67-69 as Document Number 700462. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 93 through 110 inclusive of the Fifth Addition to Stone Gate Lake. Filed on the 29th day of May, 2015 in Volume 12 of Plats at Pages 70-72 as Document Number 709198. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 111 through 120 inclusive of the Sixth Addition to Stone Gate Lake. Filed on the 11th day of May, 2017 in Volume 12 of Plats on Pages 80-82 as Document Number 719977. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 121 of the Seventh Addition to Stone Gate Lake as recorded in Volume 13 of Plats on Pages 7-8 as Document Number 727102. Located in the Town of Germantown, Juneau County, Wisconsin.

EXHIBIT B
LEGAL DESCRIPTION OF EIGHTH ADDITION TO STONE GATE LAKE

Lots 122 through 127 inclusive of the Eighth Addition to Stone Gate Lake as recorded in Volume 14 of Plats on Pages 15-16 as Document number 754984. Located in the Northeast Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXHIBIT C
FINAL PLAT OF EIGHTH ADDITION TO STONE GATE LAKE
(See attached Plat as the next page)

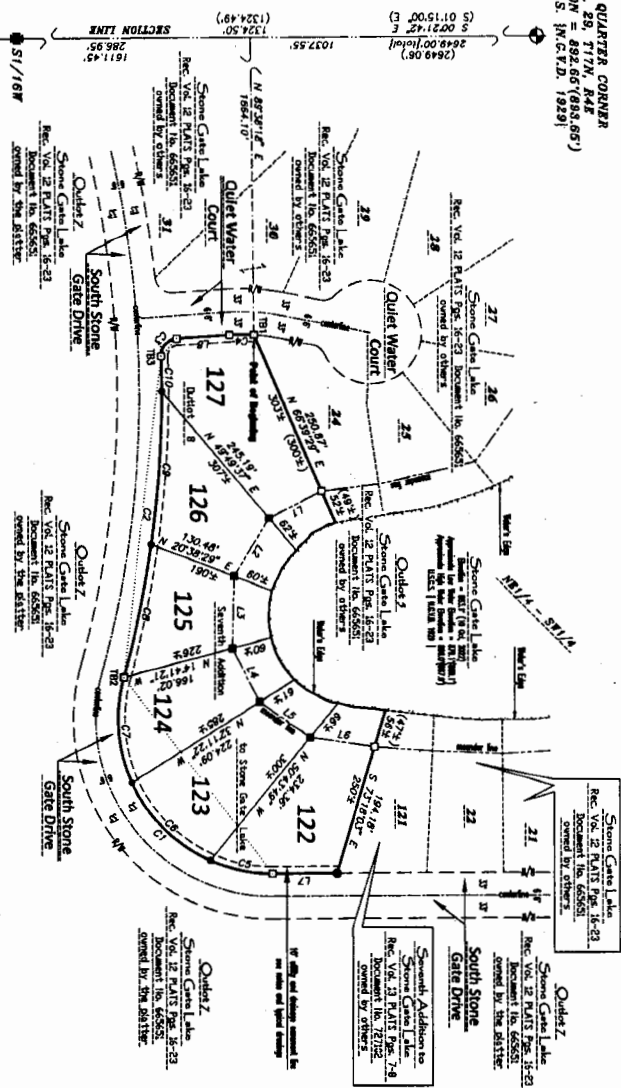
This map is a representation of the actual land with respect to a 2061 S. 236.16, 236.20 and 236.21 (C) and (D), W1/4, State, approved by T. 236.12, W1/4, State.
 Certified November 16, 2022
Ronald P. Pank
 Department of Administration

EIGHTH QUARTER CORNER
 SECTION 29, T17N, R44E
 U.S.C.S. 16, G.P.D. 19291

Eight Addition to Stone Gate Lake to Stone Gate Lake

A Planned Unit Development

Located in the Northeast Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Denmark, Winnebago County, Wisconsin.



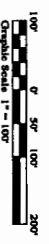
SOUTHWEST CORNER
 S8C. 29, T17N, R44E

AREA:
 Area of Eight Addition: 4.402 acres finished
 Area of Stone Gate Lake: 164.359 ac. A.
 1.77 acres for remainder land

ZONING:
 This property is zoned:
 PUD - Planned Unit Development District

Pauloski Development
 NEFCOLAKE
 Castle Rock Lake
 1901 S. 2nd St.
 Castle Rock, WI 53109
 Tel: 262-581-3300
 Fax: 262-581-7171

- LEGEND:**
- ◊ - Northern cast iron monument, found
 - - 1/4" round iron rod, found
 - - 1/4" square hole, found
 - - 3/4" round iron rod, found
 - - 3/4" X 10" round iron rod, placed weighing 130 lbs per foot, found
 - - 1/4" X 18" round iron rod, placed weighing 417 lbs per foot, found
 - () - Wooded / Parcel data file
- Note: See National Utility and drainage easements, typical lot building setbacks and notes for more information.

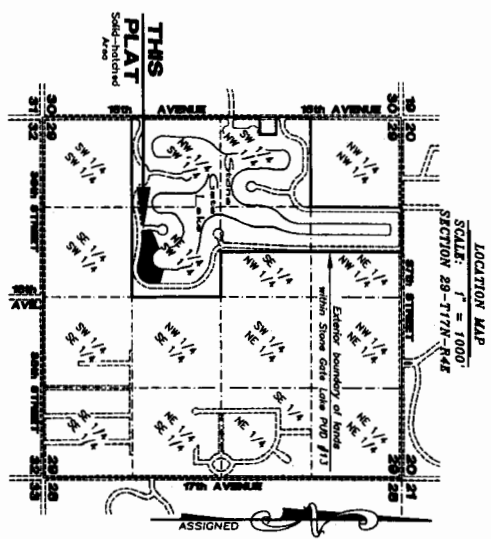


Line	Dir.	Feet	Distance
L1	S 27°31'00" E	87.75	87.75
L2	S 57°58'01" E	98.59	98.59
L3	S 08°25'24" E	104.07	104.07
L4	S 02°32'08" E	89.43	89.43
L5	N 08°11'58" E	81.52	81.52
L6	S 02°21'42" E	85.51	85.51
L7	N 04°04'45" W	78.00	78.00

Point	N	S	E	W
121	0	0	0	0
122	0	0	0	0
123	0	0	0	0
124	0	0	0	0
125	0	0	0	0
126	0	0	0	0
127	0	0	0	0

Number	Radius	Date	Chord Bearing	Chord	Length
C1	237.00'	10/8/11/02	S 52°43'49" W	363.02'	420.89'
C2	1433.00'	1/7/46/05	N 83°53'42.5" W	471.50'	475.40'
C3	28.00'	8/7/31/07	N 48°00'45" W	34.68'	38.34'
C4	261.00'	7/48/95	N 00°09'45.5" W	36.47'	36.50'
C5	237.00'	2/5/97/18	S 11°37'28" W	34.29'	34.87'
C6	237.00'	4/20/10	S 44°37'04" W	162.76'	186.47'
C7	1433.00'	4/1/06	S 23°11'17" W	156.53'	184.81'
C8	1433.00'	4/28/17	N 55°53'27.5" W	228.42'	228.81'
C10	1433.00'	1/8/51	S 89°01'40.5" W	52.71'	52.71'

Number	Area to Remainder Line	Total Area
Lot 122	3065.56 sq. ft.	3065.56 sq. ft.
Lot 123	408 sq. ft.	408 sq. ft.
Lot 124	2078 sq. ft.	2078 sq. ft.
Lot 125	408 sq. ft.	408 sq. ft.
Lot 126	2078 sq. ft.	2078 sq. ft.
Lot 127	3065.56 sq. ft.	3065.56 sq. ft.



There are no objections to this plat with respect to a 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by a 236.12, Wis. Stats.
 Certified November 16, 2022
Ronald P. Pyle
 Department of Administration

Eighth Addition to Stone Gate Lake

A Planned Unit Development

Outlot 8 of Seventh Addition to Stone Gate Lake as recorded in Volume 13 of Plats in Pages 7-8 of Document number 727102, Located in the Northwest Quarter of the Southeast Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

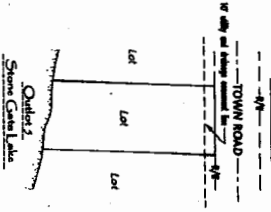
UTILITY EASEMENT RESTRICTION:

No utility pole, pedestal or cable shall be placed on or over any easement or right-of-way shown on this plat or any lot or estate hereon. The unauthorized disturbance of a survey monument is a violation of S.25.32 of Wisconsin Statutes.

Utility easements and such items for the use of the Town of Germantown and only the private utilities having the right to serve this subdivision are listed below:

- UTILITY COMPANY LIST**
- ELECTRIC: Oneida Electric Cooperative
789 N. Oakwood Street
Juneau, WI 54883
600-341-7488
 - ELECTRIC / GAS: Allport Energy
130 E. State Street
Juneau, WI 54884
608-647-1215
 - TELEPHONE: Telephone Hwy Telephone Co.
1727 US Hwy 717 & 1st St
P.O. Box 207
Juneau, WI 54815
 - TELEPHONE: TIS Telecom
522 Junction Road
Madison, WI 53717
608-664-3642
 - SEWER: STORM SEWER
N/1232 Lake View Court
New Lisbon, WI 53850
608-562-3800
 - SEWER: WASTEWATER
5217 W. ARDEN, Madison
Juneau, WI 54884
608-634-4089

TYPICAL UTILITY AND DRAINAGE EASEMENTS



NOTES:

Each Addition to Stone Gate Lake is subject to a recorded Description of covenants, conditions and restrictions including encumbrances, recorded on the following documents:

- First Amendment - Document No. 685082
- Second Amendment - Document No. 689078
- Third Amendment - Document No. 675009
- Fourth Amendment - Document No. 679285
- Fifth Amendment - Document No. 679287
- Sixth Amendment - Document No. 679288
- Seventh Amendment - Document No. 723142
- Eighth Amendment - Document No. 700507
- Ninth Amendment - Document No. 719424
- Tenth Amendment - Document No. 720135
- Eleventh Amendment - Document No. 727135
- Twelfth Amendment - Document No. 741840

Revisions to the above documents are as follows:

- First Amendment - Document No. 685081
- Second Amendment - Document No. 689079
- Third Amendment - Document No. 679284
- Fourth Amendment - Document No. 679281
- Fifth Amendment - Document No. 679286
- Sixth Amendment - Document No. 679289
- Seventh Amendment - Document No. 723143
- Eighth Amendment - Document No. 700507
- Ninth Amendment - Document No. 719424
- Tenth Amendment - Document No. 720135
- Eleventh Amendment - Document No. 727135
- Twelfth Amendment - Document No. 741840

Public utility sewer has been provided to these lots and incorporated into the site development. The Duplicates Encumbrances, as shown hereon, on Stone Gate Lake is a most made improvement. The U.S. public land survey monuments on them hereon, together with their witness the same were found and verified.

Fieldwork completed: 13 October, 2022

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

Stone Gate Lake Development, Limited Liability Company, a corporation, do hereby certify that the plat of the Eighth Addition to Stone Gate Lake, as shown, does hereby certify that said corporation caused the land described on this plat to be surveyed, opened, marked and dedicated to the public use of the State of Wisconsin, and that the same is subject to the following for approval or objection:

236.10 or Sec. 236.12 to be submitted to the following for approval or objection:

OBJECTING AUTHORITIES:
The Department of Administration

APPROVING AUTHORITIES:
The County of Juneau;
The Town of Germantown;

In witness whereof, the said Stone Gate Lake Development, LLC has caused these presents to be signed by its Authorized Representatives,
 This 5th day of December, 2022.
 In the presence of:
 Stone Gate Lake Development, LLC
 c/o Steve P. Foyel
 Wisconsin Dept. of Admin. 54485-1027

Steve P. Foyel
Authorized Representative

STATE OF WISCONSIN }
 COUNTY OF JUNEAU }
 Personally came before me this 5th day of December, 2022,
 the above named Steve P. Foyel, the Authorized Representative of Stone Gate Lake Development, LLC
 to me known to be the person who executed the foregoing instrument and acknowledged the same.



SURVEYOR'S CERTIFICATE:

I, Christopher J. Pyle, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped the plat of Eighth Addition to Stone Gate Lake, being part of the Northwest Quarter of the Southeast Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, described as follows:

Outlot 8 of Seventh Addition to Stone Gate Lake as recorded in Volume 13 of Plats on Page 7-8 of Document number 727102.

I further certify that this plat is a correct representation of all exterior boundaries of the lands surveyed and the subdivision thereof, that I have made such survey, laid division and plat by the direction of the owner of the lands surveyed, and that I am duly qualified to perform the same under the laws of the State of Wisconsin. I am duly licensed under the Wisconsin Administrative Code and the subdivision regulations of the County of Juneau and the Town of Germantown in surveying, dividing and mapping the same, to the best of my knowledge and belief.

Dated: 19 October, 2022



Christopher J. Pyle
Professional Land Surveyor #2441

JUNEAU COUNTY REGISTER OF DEEDS:

Register of Deeds
 Plaintiff, Onea } SS
 Juneau County, Wis. }
 Respondent for record this 14th day of January, 2023
 at 1:30 p.m. and recorded in Volume 14 of Plats, Page 15-16
 as Document Number 751024

Steve P. Foyel
Register of Deeds

LAND FORESTRY PARKS AND ZONING COMMITTEE APPROVAL:

Resolved that the Plat of Eighth Addition to Stone Gate Lake is hereby approved by the Land, Forestry, Parks and Zoning Committee on
 Date: 12-22-2022
 I hereby certify that the foregoing is approved by the Land, Forestry, Parks and Zoning Committee on:
 Date: 12-22-2022
Steve P. Foyel
County Clerk

CERTIFICATE OF TAXES PAID:

We, being duly elected, qualified and acting treasurers of the Town of Germantown and the County of Juneau do hereby certify that the records and assessments of the lands described on this plat are correct and that no special assessments affecting any of the lands included in this plat or of the lands listed below:
 Date: 12/21/2022
Steve P. Foyel
County Treasurer

TOWN OF GERMAINTOWN:

Resolved that the Plat of Eighth Addition to Stone Gate Lake is the town of Germantown is hereby approved by the Town Board of the Town of Germantown.
 Date: 11/14/2022
 I hereby certify that the foregoing is a copy of a resolution adopted by the town board of the town of Germantown.
 Date: 11/14/2022
Steve P. Foyel
Town Clerk

TOWN OF GERMAINTOWN PLANNING COMMISSION:

The Town of Germantown does hereby certify that the Plat of Eighth Addition to Stone Gate Lake is and hereby is approved in compliance with the Town of Germantown Subdivision and Zoning Ordinance.
 Date: 12-16-22
Richard M. Foyel
Zoning Administrator

Pauloski Development
 NEPCOL Lake
 Castle Rock Lake
 8011 5th Ave S
 Ste 100
 Minneapolis, MN 55425-1171

NRMB IS
 Stone Gate Lake Development, LLC
 10000 Wisconsin Ave, Suite 100
 Minneapolis, MN 55425-1171