

**DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
SAND POINT**

**DOCUMENT # 759919
RECORDED 01-09-2024 at 2:10 PM
STACY D. HAVILL, REGISTER OF DEEDS
JUNEAU CO., WI
FEE AMOUNT: \$30.00**

TOTAL PAGES: 45

Document Number

Title of Document

**THIS DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SAND POINT (the
“Restrictions”)**, is made this 8th day of January, 2024, by
CR58 Land Investments, 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:
Pavloski Development, LLC
N8674 State Road 58
New Lisbon, WI. 53950

WITNESSETH:

WHEREAS, Declarant is the owner of the real
property more particularly described in Exhibit A attached hereto and made a part hereof (the
“Land”); and

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; and

WHEREAS, Mizuumi Protection, Ltd is an Affiliate of the Declarant (“Affiliates”); and

WHEREAS, Declarant and its Affiliates reserve the right, at their option and in their 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 owned by Affiliates of the Declarant which are
described as set forth on Exhibit D attached hereto and incorporated by reference herein. This
land (the “Expansion Property”) as well as other lands acquired by the Declarant, its Affiliates or
future Affiliates (the “Additional Expansion Property”) which are not legally described or identified
herein 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 Amendments to the Declaration (“Expansion Declaration”). The Expansion Property and Additional Expansion Property is intended to encompass additional residential lots, outlot(s) and the right to use the existing common areas and other common property. Each owner of a residential lot shall be considered an owner under this Declaration. The lot owners shall also become members in the Sand Point Homeowner's Association, Inc., with the rights and duties set forth in Article XXI of this Declaration; and

WHEREAS, the Declarant is an Affiliate of SMP Development, LLC, Successor Declarant to Hidden Bay, LLC, the declarant of Waterstone Declaration of Covenants, Conditions and Restriction; and

WHEREAS, the lands described on Exhibits A, B, C and D herein are a portion of the Expansion Property identified in the Waterstone Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, the Declarant and its Affiliates have platted the Subject Property and will be platting in the future the remaining Land, the Expansion Property and Additional Expansion Property 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, Declarant or its Affiliates hereby declare that they have the sole right to amend the Restrictions and subject to the Restrictions the remaining Land, the Expansion Property and Additional Expansion Property and to grant the owners of lots in the Declarant's or its Affiliates' other developments when platted the right to use the Clubhouse Amenities. Each Lot Owner therein shall pay their pro rata share of all assessments associated with the operation,

maintenance, repair, and replacement of the Clubhouse Amenities. Once platted and conveyed by the Declarant or its Affiliates, the Waterstone Waterfront Community Association, Ltd. shall separate the assessments associated with the Clubhouse Amenities from the general assessments of the Subdivision, and levy the pro rata portion of the Clubhouse Amenities assessments against all Lot Owners; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of the Subject Property and, to this end, desires to subject the 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 the Subject Property as a whole and all owners of any part thereof; and

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 the Subject Property is, and each and every conveyance of any portion of Subject Property will be, subject to these Restrictions and charges which will inure to the benefit of and pass with the 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 these Restrictions is to insure the best use and the most appropriate development and improvement of the Subject Property; to protect owners of the 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 the Subject Property, to encourage and secure the erection of attractive structures thereon with appropriate locations thereof on each parcel; to promote harmonious

improvement of the Subject Property; to secure and maintain proper setbacks from the roads, and adequate free spaces between structures; and in general to provide adequately for the quality improvement of the Subject Property, and thereby to preserve and enhance the value to investments made by purchasers of the Subject Property therein.

ARTICLE II

USE OF LAND

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

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

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 the Subject Property, however, the Lot Owners abutting the private lakes or ponds may choose to have the water patrolled by swans to control the goose population. Pets will be permitted and shall be properly restrained so as to avoid becoming an annoyance or nuisance to the neighborhood and shall be in accordance with any other applicable ordinance.

All exterior lighting shall not interfere with the use and enjoyment of neighboring properties.

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

No outdoor wood burning stoves are allowed. Outdoor fire pits/fire rings are allowed.

Plans must be approved by the Architectural Control Committee.

For all parties other than the Declarant, a Successor Declarant, or any of the Declarant's Affiliates, the re-dividing or subdividing of any portion of the Subject Property is prohibited. Multiple Lots may be consolidated into a single Lot. Once consolidated, the resulting Lot may not be subdivided or re-divided into its original Lots without the express written consent of the Declarant.

No motorized boats or watercraft shall be allowed within the private lakes or ponds excepting those with electric motors that can go no more than 5 miles per hour and must have the prior written consent of the Declarant. 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.

Without the prior written consent of the Declarant, any Owner that constructs a home on any lot shall pay the Declarant ten percent (10%) of the sale price if the home is sold within a period of three (3) years from the date of the issuance of any occupancy permit for the home.

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 one hundred eighty (180) days;
- (b) The lease contains a statement obligating all tenants to abide by these 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 these Restrictions, 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 Restrictions, 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, and all tenants of the Home with all provisions of these Restrictions, 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 Successor Declarant. Fractional share ownership or any similar concepts are strictly prohibited.

ANY TENANTS OF A LOT OWNER SHALL BE PROHIBITED FROM USING THE CLUBHOUSE AMENITIES LOCATED ON OUTLOT 8. VIOLATION OF THIS SECTIONS SHALL RESULT IN A FINE AS SET FORTH IN ARTICLE VII.

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 log, wavy edge cedar, lap cedar, stone, engineered wood strand (E.g., LP SmartSide), or cement board siding (colors to be approved by the Architectural Control Committee) and such exterior must be suitably finished. Comparable siding may be considered at the Architectural Control Committee's discretion. All siding colors must be approved by the Architectural Control Committee.

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 1000 square feet above grade and a minimum eight foot exposed basement (unless waived by Architectural Control Committee) of which shall be

faced in stone, cultured stone, or similar materials subject to the approval of 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 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 400 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 the 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. In addition, no building or other structure permitted under the terms of these Restrictions shall be located closer than the setbacks as contained in the recorded plats of Sand Point and any Addition thereto. Minor variances for fluctuations in water elevation of the private lakes or ponds may be granted at the sole discretion of the Architectural Control Committee.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for Sand Point Subdivision is hereby established. The Committee shall consist of not less than two members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members (other than the Developer for plan review) 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 any of its Affiliates own a Lot in the Subdivision, Expansion Property or Additional Expansion Property; 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 or its Affiliates in the Subdivision, Expansion Property or Additional Expansion Property, 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 dwelling, building, swimming pool, driveway, light post, or other structure or improvement shall be constructed, erected, placed or altered on any Lot in Sand Point Subdivision without the approval of the Architectural Control Committee. 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.

For any undertaking requiring approval of the Architectural Control Committee, three sets of plans [including building construction plans (with roof, siding and trim colors), site plans, grading plans (where necessary) and landscaping plans] shall be submitted to the Architectural Control Committee. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Architectural Control Committee to the Lot owner as evidence of such approval. The Lot Owner will provide the Architectural Control Committee with a postage paid envelope in order to mail back approved/disapproved plans to the Lot Owner. Any minor changes or revisions required by the Architectural Control Committee may be noted as an exception to approval on the plans and detailed in a letter to the Lot owner. The Architectural Control Committee may also request that revisions shall first be made to the plans by the Lot Owner or its 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 its 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, white siding, or anything white on the house exterior will be allowed.

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

No outbuildings will be allowed.

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 are permitted. Architectural Control Committee approval is required for all units. If placed on a concrete slab, the slab requires approval. If covered with a gazebo type structure, the gazebo requires approval, whether or not the gazebo is permanently affixed to the ground.

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

assessment.

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

At a minimum, landscaping shall include at least four (4) evergreen trees having a minimum height of six (6) feet above grade planted in the front yard (these four (4) trees are in addition to the trees that may be present on the lot when the owner purchased the property), foundation plantings located along the elevations of the building facing a public street and sodded or seeded lawns on all four (4) sides of the home. Said trees should be hardy, low maintenance, disease resistant, native species classified as "large" trees that will grow to a height of 20 to 100 feet at maturity.

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

All landscaping (including permanent lawns) shall be performed in accordance with the plan approved by the Architectural Control Committee and shall be completed within twelve (12) months following the issuance of the occupancy permit for the home, or if said permit was granted

after August 31, said completion shall be on or prior to June 1 of the following year.

Any landscaping completed by Declarant that may be on a Lot or in the yard area in front of the Lot from the property line (front lot line) to the back of curb and gutter section or shoulder of the public roadway; including trees, plantings, grass areas, ponds, signs, and brick/stone/wood piers or other ornamentation shall be maintained by the Lot Owner. Maintenance of such landscaping shall become the Lot owner's responsibility after closing, and the Declarant shall have no further responsibility as to the growth, survival or maintenance of such landscaping.

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

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

1. Review of house plans = \$3000 (\$9000 if the builder is not on the approved list but allowed by the Declarant and the Architectural Control Committee)
2. Review of landscaping plans = \$2000
3. Review of driveway plans = \$200
4. Review of additions, remodeling, screened porch plans, etc. = \$2000
5. Review of changes to house siding = \$500
6. Review of house re-staining/painting = \$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 and other violations as follows. These fines are in addition to the review fees:

1. No approval of house plans = \$6000 fine
2. No approval of landscaping plans = \$3000 fine
3. No approval of driveway plans = \$250 fine
4. No approval of additions, remodeling, screened porch plans, etc. = \$2000 fine
5. No approval of changes to house siding = \$500 fine
6. No approval of house re-staining/painting = \$250 fine
7. Building permit from the Town of Germantown applied for prior to approval of the house plans by the Architectural Control Committee = \$5000 fine
8. Owner allowing their renters or Lessees to violate these restrictions = \$7,500 fine
9. Owner placing or allowing to be placed, any prohibited sign or info tube = \$1000 fine/day the sign/info tube is present.

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 one year of occupancy or within two years of the commencement of construction, whichever date shall be sooner, the owner of such

Lot shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with the plans and specifications approved by the Architectural Control Committee.

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

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

ARTICLE 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).

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. The Developer makes no representations or warranties as to the water levels of any ponds or lakes.

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 Developer makes no representations or warranties that a particular Lot will allow for the construction of a basement, or an exposed basement.

ARTICLE XI

OUTDOOR STORAGE

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 year, provided they are not kept closer than 30 feet from any public road and 10 feet from any property line.

ARTICLE XII

SIGNS

No sign or information tube style sign 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 immediately remove the info tube or sign. If the violation is not corrected immediately (within

24 hours), the Association or Developer shall have the right to remove the info tube or sign and specially assess the Lot owner a fine of \$1000/day the sign/info tube is present.

ARTICLE XIII

INTENTIONALLY LEFT BLANK

ARTICLE XIV

MAILBOX

The Developer may decide at the Developer's discretion to install community mailboxes/mail stations. If installed each Lot owner shall pay the Developer for the installation of a mailbox in the community mailboxes/mail station, payable upon receipt of the keys for such mailbox. The community mailbox/mail stations would be in place of individual mail boxes at Lots throughout the development. Individual mailboxes are not allowed.

ARTICLE XV

SEVERABILITY

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

ARTICLE XVI

OUTLOT(S)

Outlots, when subject to the provisions of these Restrictions 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.

Declarant's Affiliate has constructed the Clubhouse Amenities on Outlot 8 of Waterstone Subdivision. The Clubhouse Amenities located on Outlot 8 may be used by Lot Owners (but not any RENTERS) for swimming, use of the clubhouse, pool, pond, beach, sand volleyball court, playground, tennis court, basketball court, putting green, garbage transfer station and private parking lot. Use of the Clubhouse Amenities 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. A Lot Owner must be present at all times that any guests, relatives, or other invitees (hereinafter "Invitees") of the Lot Owner are utilizing the Clubhouse Amenities. No more than six Invitees and the Lot Owner may utilize the Clubhouse Amenities at any one time. The Owner's Association shall have the right to assess a fine of \$2,500.00 per occurrence to the Lot Owner for any violation of these restrictions. The Developer or the Association may establish additional rules and regulations for use of the Clubhouse Amenities.

ARTICLE XVII

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

The Owner's Association has the responsibility of properly landscaping and maintaining all Outlots and common areas, and related improvements, lakes, ponds, walking paths, fences, 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 XVIII below, the Owner's Association (unless such obligation is assumed by the Town of Germantown) further has the responsibility of properly maintaining all drainage easement areas located within the individual

Lots and Outlots, which are subject to these Restrictions and the lakes and ponds and all drainage easement areas within common areas. Maintenance of the lakes and ponds shall include, but not necessarily be limited to: preservation of the embankments; prevention of erosion above, around, and downstream from the lakes and ponds; dredging if and when necessary, annual treatment with algaecide chemicals and other necessary measures to reduce algae and maintain the appearance of the pond and "water color", and the annual stocking of fish. The Developer and Owner's Association hereby reserve a 25 foot wide permanent easement along the water's edge and upland within all Lots abutting the lakes and ponds for the purpose of maintaining the lakes and ponds as described above. The maintenance of the lakes and ponds is at the discretion of the Declarant during the period of Declarant control of the Association. The Declarant and/or the Association shall have the right to promulgate rules and regulations which shall govern the use of the private lakes and ponds and the other common areas.

ARTICLE XVIII

DAY-TO-DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS, LAKES, PONDS 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 Association or the Town of Germantown as the case may be. The day-to-day maintenance of any landscaping berms and plantings located on an individual Lot shall be the responsibility of the owners of such Lot. Notwithstanding the provisions of Article VII, the owners of such Lots are prohibited from cutting or removing any trees or other plantings located on a landscaping

berm. The owners of Lots which abut the private lakes or ponds shall maintain the existing sand beach located on these lots. Each owner of a Lot abutting a pond shall maintain the sand within their Lot and extending to the water's edge. The day-to-day maintenance of the sand areas shall include the removal of all weeds and general maintenance such that the sand areas have a neat and uniform appearance. In the event any Lot Owner fails to perform his or her required maintenance as described above, within thirty days after receipt of written demand from the Owner's Association, the Owner's Association shall have the right to perform the repair, replacement and/or maintenance, and, in such event, the Association shall be entitled to assess the costs thereof to the Lot Owner, which cost shall become a lien against the Lot Owner's Lot until paid.

ARTICLE XIX

LAKE, POND AND DRAINAGE EASEMENT LIABILITY

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

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

ARTICLE XX

DECLARANT'S RIGHTS

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

- a. Grant easements for the use, and establish requirements for the maintenance of, common Outlots and/or other common areas such that the Owners of Lots in all of the developments have the full right of access to and

use of common Outlots and/or other common areas, and the Owners of all Lots share equally in the maintenance expenses.

b. Amend this Declaration of Restrictions so as to subject any or all of said additional lands to this Declaration of Restrictions. In doing so, Declarant and its Affiliates shall have the right, when required or requested by any governmental body, to establish certain provisions which may be applicable to one or more, but less than all, of the developments.

c. Amend the Articles of Incorporation and/or By-laws of the Owner's Association so that the Owner's Association functions as the association for all of the developments.

d. Amend the provisions hereof with respect to the Architectural Control Committee (ACC) so that there are separate ACCs for each development, or so that there is a combined ACC for some or all developments.

The Declarant and Declarant's Affiliates hereby declare that the Lot Owners in the Expansion Property and Additional Expansion Property when platted shall continue to 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 Declarant or Declarant's Affiliates, the Waterstone Waterfront Community Association, Ltd. shall separate the assessments associated with the Clubhouse Amenities from the general assessments of the Subdivision, and levy the pro rata portion of the Clubhouse Amenities assessments against all Lot Owners. The real estate described on Exhibit B attached hereto is hereby subjected to the terms of the Restrictions for Waterstone as set forth herein with regard to the Clubhouse Amenities, and all purchasers and their successors of any portion of the Expansion Property, and each and every conveyance of any portion of the Expansion Property will be subject to the terms of the Restrictions.

The Declarant and its Affiliates shall further have the right to grant to the Lot Owners in any future expansion of the Subject Property, in addition to Declarant's Rights under Article XX,

the right when platted 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 Declarant or its Affiliates, the Waterstone Waterfront Community Association, Ltd. may separate the assessments associated with the Clubhouse Amenities from the general assessments of the Subdivision, and may levy the pro rata portion of the Clubhouse Amenities assessments against all Lot Owners.

ARTICLE XXI

SAND POINT HOMEOWNER'S ASSOCIATION, INC.

The Lot owners of the Subdivision shall become part of a non-profit membership corporation for the purpose of maintaining, improving, policing or preserving properties in which its members shall have common rights of usage or enjoyment including Outlot(s) and common areas, and related improvements, lakes, ponds, common parking areas, street islands and Subdivision entrance signage.

1. Membership in said Association shall be mandatory for every person or entity who is a beneficial owner of a fee or an undivided fee interest in any part of the real estate subject to these Restrictions or any Supplemental Declaration, including contract buyers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall transfer to the new owner(s) upon the conveyance of said fee interest(s).
2. The Association shall have the rights and duties to fix and collect annual or monthly assessments against each lot as follows:
 - A. \$600-2000 per year commencing upon the sale of any Lot to anyone other than the Developer. The Committee has entered into a contract with an Affiliate of the Declarant, to be determined by the Declarant at a later date ("Manager") to manage the Association. Each Lot Owner shall pay Manager an annual fee of \$1500 as part of the annual assessments for Manager's management. This \$1500 is in addition to the annual HOA dues.

- B. 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.
- C. 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. E., 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.
- D. 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. Owners of the Lots that abut the private lakes or ponds shall be solely responsible for all expenses associated with maintaining, improving, policing, and preserving the lake or pond adjoining their Lot.

Except as set forth below with respect to the Declarant, and with respect to the Lot Owners abutting the private lakes or ponds, all Lot owner's shall have equal rights and shall be assessed equally for all other common areas including, but not limited to, maintenance and repair of the other Outlots and common areas. The Association shall at its Annual Meeting set the assessment for the following year to cover the 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) Thirty (30) days after the conveyance by Declarant or its Affiliates to third party purchasers of all of the Lots, Outlots, the Expansion Property, the Additional Expansion Property, or any portion thereof and any additional lands added to this Declaration, including all Lots and Outlots added to this Declaration as set forth in Article XX above; 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 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 and its Affiliates shall pay its share of Association assessments in the same manner as other Lot owners but only as to those platted Lots which have been subjected to these Restrictions. The Declarant's and its Affiliates liability for Association assessments as provided above shall be effective on the first day of the month after the month during which the Declarant turns over control of the Association to the Lot Owners.

- E. 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.
- F. The Board of Directors of the Association shall declare the assessments levied under sub C., 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.
- G. In the event that an assessment levied under sub C. 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.
- 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.) 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 of the lien, and/or in any other manner or method provided under these Restrictions or laws of the State of Wisconsin.

3. The Association shall have the right to obtain as a common expense the following insurance coverage:

- viii. 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.

ix. 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 (\$100,000.00) 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 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 such work, maintenance and removal. Such coverage limits may be increased from time to time by the Association.

x. 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.

xi. 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.

xii. 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 XXII

TERM AND RIGHT TO ABATE VIOLATIONS

The provisions contained herein shall run with and bind the Subject Property and shall inure to the benefit of and be enforceable by or against any owner of the land included in the Subject Property, their respective legal representatives, heirs, successors, and assigns and shall remain in full force and effect until and unless an instrument amending the Restrictions is signed by the Declarant during the period of Declarant control. After the Declarant relinquishes control of the Association as described above, these Restrictions may be amended by an instrument signed by two-thirds of the then owners of the Subject Property which has been recorded, agreeing to change said covenants in whole or in part. Regardless of the manner of adoption, no amendment shall adversely affect a right reserved to the Declarant under these Restrictions 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 which shall remain in full force and effect.

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

ARTICLE XXIII

EXCLUSIVE REAL ESTATE LISTING AGREEMENT

If any Lot Owner in Sand Point Subdivision decides to sell their Lot or Home, the 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.

ARTICLE XXIV

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 Boles-Wallner Abstract & Title, Inc. of Wisconsin Rapids, Wisconsin; Generations Title Company, LLC of Madison and Mauston, Wisconsin or Heartland Title, Ltd. of Mauston, Wisconsin as closing agent for such conveyance.

IN WITNESS WHEREOF, CR58 Land Investments, a Wisconsin limited liability company, does hereby cause this instrument to be executed in its name on the day and year first written above.

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

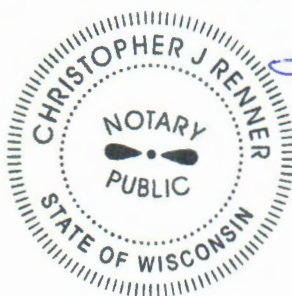
(Signatures appear on the next page following)

CR58 Land Investments, LLC

By: [Signature]
Brad Pavloski, Member

ACKNOWLEDGMENT
STATE OF WISCONSIN)
) ss
COUNTY OF JUNEAU)

On this 8th day of January, 2024, before me appeared Brad Pavloski, Member of CR58 Land 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.



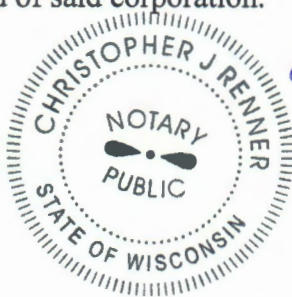
[Signature]
Christopher J. Renner
Notary Public, State of Wisconsin
My commission expires: 23 January, 2026

Mizuumi Protection, Ltd.

By: [Signature]
Brad Pavloski, President

ACKNOWLEDGMENT
STATE OF WISCONSIN)
) ss
COUNTY OF JUNEAU)

On this 8th day of January, 2024, 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 corporation by its authority, and said person acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Christopher J. Renner
Notary Public, State of Wisconsin
My commission expires: 23 January, 2026

EXHIBIT A

LEGAL DESCRIPTION OF LAND

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.

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

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

The Southeast Quarter of the Northeast 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. 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.

Parcel 4 of Juneau County Certified Survey Map No. 747 as recorded in Volume 3 of CSM Page 213 as Document No. 267428, 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 5, Parcel 7 and 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.

Lot 1 and 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.

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

INCLUDING Lot 1 through Lot 45 inclusive and Outlot 1 through Outlot 5 inclusive of Sand Point as recorded in Volume 14 of Plats, Page 17-24 as Document Number 759905.

EXHIBIT B

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 through Lot 45 inclusive and Outlot 1, Outlot 2 and Outlot 3 of Sand Point as recorded in Volume 14 of Plats, Page 17-24 as Document Number 759905, being part of Parcels 7 and 8 of Juneau County Certified Survey Map number 748 as recorded in Volume 3 of CSM on Page 214 as Document number 267429 and part of Lot 1 of Juneau County Certified Survey Map number 4004 as recorded in Volume 17 of CSM on Page 175 as Document number 670352. Located in the Northwest Quarter of the Southeast Quarter, the North Half of the Southwest Quarter, the South Half of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXHIBIT C

PLAT OF SAND POINT SUBDIVISION
(See attached Plats as the following pages)

Sand Point



Part of the Northwest Quarter of the Southeast Quarter, part of the North Half of the Southwest Quarter, part of the South Half of the Northwest Quarter, part of the Southwest Quarter of the Northwest Quarter, part of the Southeast Quarter of the Northeast Quarter and part of the Northeast Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin. Including part of Parcels 7 and 8 of Juneau County Certified Survey Map number 748 as recorded in Volume 3 of CSM on Page 214 as Document number 267429, part of Outlot 1 of Juneau County Certified Survey Map number 3870 as recorded in Volume 17 of CSM on Page 90 as Document number 662241 and part of Lot 1 of Juneau County Certified Survey Map number 4004 as recorded in Volume 17 of CSM on Page 175 as Document number 670352.

A Planned Unit Development

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

CRSB Land Investments, 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 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 CRSB Land Investments, LLC has caused these presents to be signed by its Authorized Representative.

This ___ day of _____, 2023.

In the presence of:
CRSB Land Investments, LLC
c/o Brad P. Pavloski
P.O. Box 1027
Wisconsin Rapids, WI 54485-1027

Brad P. Pavloski Authorized Representative

STATE OF WISCONSIN }
COUNTY OF JUNEAU } SS
Personally come before me this ___ day of _____, 2023,
the above named Brad P. Pavloski, the Authorized Representative of
CRSB Land Investments, LLC

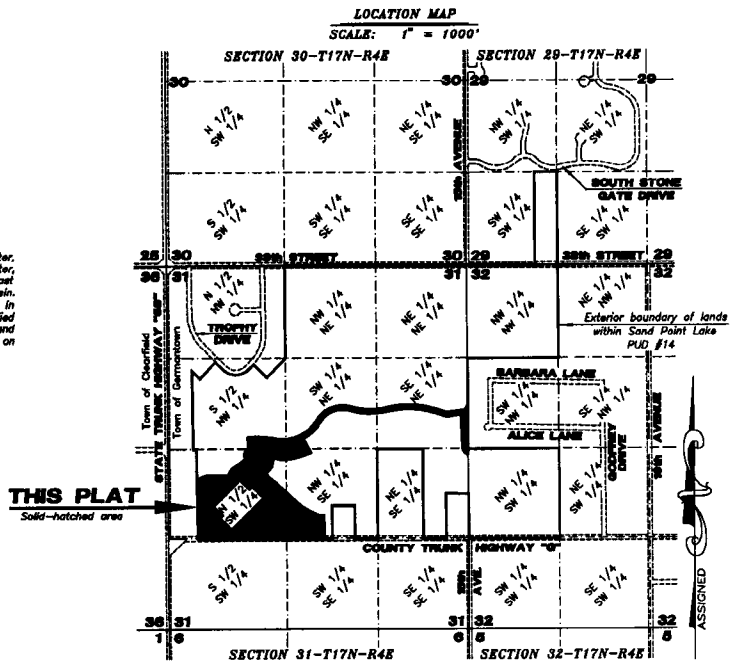
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Christopher J. Renner
Notary Public, Juneau County, Wisconsin
My commission expires 23 January, 2026.

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

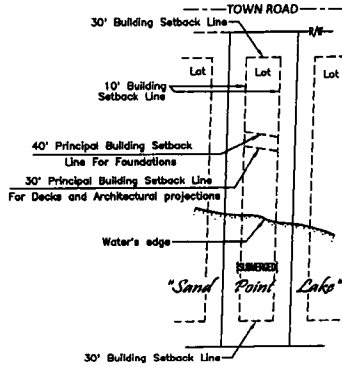
Certified October 18, 2023

Renwick D. Pank Department of Administration



THIS PLAT
Solid-hatched area

TYPICAL LOT BUILDING SETBACKS
per 3.08 Town of Germantown
Zoning Ordinance et al.
NOT TO SCALE



JUNEAU COUNTY REGISTER OF DEEDS:

Register's Office } SS
Juneau County, Wis.
Received for record this ___ day of _____, 20___
at _____ m, and recorded in Volume _____ of Plats, Page _____
as Document number _____

Register of Deeds

LAND, FORESTRY, PARKS AND ZONING COMMITTEE APPROVAL:

Resolved that the Plat of Sand Point 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 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: _____ Town Treasurer

Date: _____ County Treasurer

TOWN OF GERMANTOWN:

Resolved that the Plat of Sand Point in the town of Germantown is hereby approved by the town board of the town of Germantown.

Date: _____ 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: _____ Town Clerk

TOWN OF GERMANTOWN PLANNING COMMISSION:

The town of Germantown does hereby certify that the Plat of Sand Point be and hereby is approved in compliance with the town of Germantown Subdivision and Zoning Ordinances.

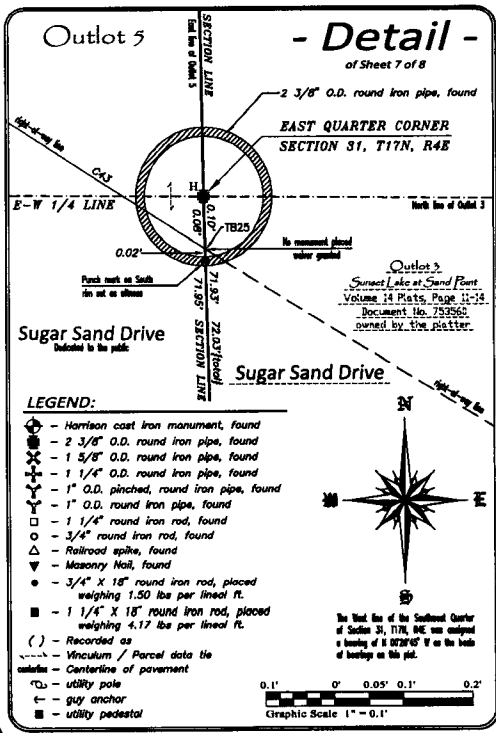
Date: _____ Zoning Administrator

Sheet 1 of 8

PREPARED FOR:
CRSB Land Investments, LLC
P.O. Box 1027
Wisconsin Rapids, WI 54485-1027

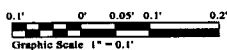
Pavloski Development
Castle Rock Lake NEPCO Lake

WISN State Road 31
New Ulm, Wisconsin 53501
Office: 608-565-1777



LEGEND:

- ⊕ - Harrison cast iron monument, found
- ⊙ - 2 3/8" O.D. round iron pipe, found
- ⊗ - 1 3/8" O.D. round iron pipe, found
- ⊕ - 1 1/4" O.D. round iron pipe, found
- ⊕ - 1" O.D. round iron pipe, found
- ⊕ - 1" O.D. pinched, round iron pipe, found
- ⊕ - 1 1/4" round iron rod, found
- ⊕ - 3/4" round iron rod, found
- ⊕ - Railroad spike, found
- ⊕ - Masonry Nail, 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
- Vinculum / Parcel data line
- Centerline of pavement
- ⊕ - utility pole
- ⊕ - guy anchor
- ⊕ - utility pedestal



Note: The placement of the interior monuments of this subdivision have been temporarily waived per s.236.15(1)(h) Wisconsin Statutes.

Sand Point

Part of the Northwest Quarter of the Southeast Quarter, part of the North Half of the Southwest Quarter, part of the South Half of the Northwest Quarter, part of the Southwest Quarter of the Northeast Quarter, part of the Southeast Quarter of the Northeast Quarter and part of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin. Including part of Parcels 7 and 8 of Juneau County Certified Survey Map number 748 as recorded in Volume 3 of CSM on Page 214 as Document number 267429, part of Outlot 1 of Juneau County Certified Survey Map number 3878 as recorded in Volume 17 of CSM on Page 50 as Document number 862241 and part of Lot 1 of Juneau County Certified Survey Map number 4004 as recorded in Volume 17 of CSM on Page 170 as Document number 670352.

A Planned Unit Development

SURVEYOR'S CERTIFICATE:

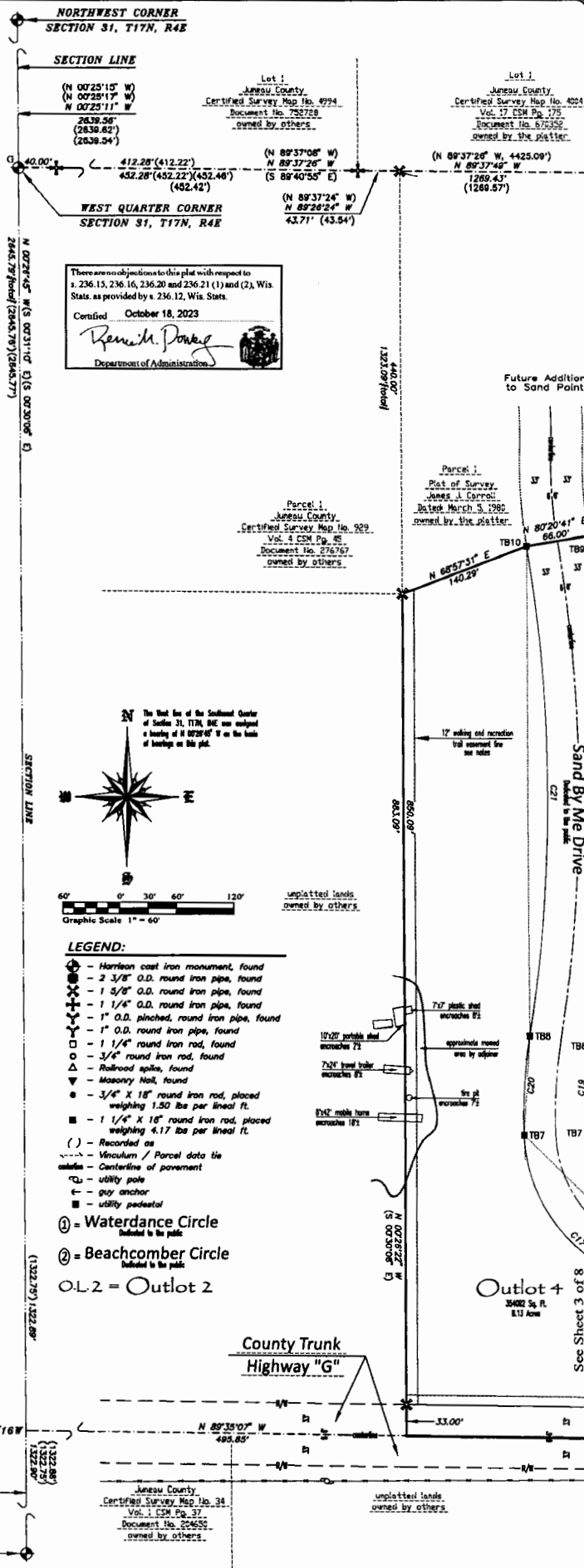
I, Christopher J. Renner, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped the plot of Sand Point, being part of the Northwest Quarter of the Southeast Quarter, part of the South Half of the Northwest Quarter, part of the Southwest Quarter of the Northeast Quarter, part of the Southeast Quarter of the Northeast Quarter and part of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin. Including part of Parcels 7 and 8 of Juneau County Certified Survey Map number 748 as recorded in Volume 3 of CSM on Page 214 as Document number 267429, part of Outlot 1 of Juneau County Certified Survey Map number 3878 as recorded in Volume 17 of CSM on Page 50 as Document number 862241 and part of Lot 1 of Juneau County Certified Survey Map number 4004 as recorded in Volume 17 of CSM on Page 170 as Document number 670352, bounded and described as follows:

BEGINNING at the East Quarter corner of said Section 31, the Northeast corner of Outlot 1 of Juneau County Certified Survey Map number 3878 and the Northwest corner of Outlot 3 of Sunset Lake at Sand Point, thence S 01°27'40" E along the East line of the Northeast Quarter of the Southeast Quarter of said Section 31, the East line of said Outlot 1, the West line of said Outlot 3 and an extension thereof a distance of 72.03 feet to the Southerly right-of-way line of Sugar Sand Drive and a non-tangent curve to the right which has a radius of 133.00 feet, delta angle of 74°21'22" and a chord that bears N 38°03'26" W a distance of 160.74 feet, thence along the arc of said curve a distance of 172.60 feet, thence N 0°52'45" W a distance of 335.88 feet to a curve to the left which has a radius of 1267.00 feet, a delta angle of 4°20'02" and a chord that bears N 03°05'47.5" W a distance of 98.04 feet, thence along the arc of said curve a distance of 98.07 feet to a curve to the left which has a radius of 25.00 feet, delta angle of 92°40'36" and a chord that bears N 51°39'08" W a distance of 38.17 feet, thence along the arc of said curve a distance of 40.44 feet, thence S 82°00'34" W a distance of 135.71 feet to a curve to the right which has a radius of 233.00 feet, a delta angle of 29°51'36" and a chord that bears N 83°03'36.5" W a distance of 120.06 feet, thence along the arc of said curve a distance of 121.43 feet to a curve to the left which has a radius of 1267.00 feet, a delta angle of 35°44'33" and a chord that bears N 89°00'03.5" W a distance of 777.63 feet, thence along the arc of said curve a distance of 790.30 feet to a curve to the right which has a radius of 1033.00 feet, delta angle of 30°30'56" and a chord that bears N 88°36'52" W a distance of 543.70 feet, thence along the arc of said curve a distance of 550.18 feet to a curve to the left which has a radius of 387.00 feet, delta angle of 78°55'25" and a chord that bears S 68°40'53.5" W a distance of 451.51 feet, thence along the arc of said curve a distance of 468.32 feet to a curve to the right which has a radius of 633.00 feet, delta angle of 31°43'17" and a chord that bears S 46°34'48.5" W a distance of 346.00 feet, thence along the arc of said curve a distance of 350.45 feet, thence S 27°33'32" E a distance of 235.00 feet, thence S 85°32'57" W a distance of 94.12 feet, thence S 71°45'35" W a distance of 84.12 feet, thence S 77°05'35" W a distance of 84.12 feet, thence S 64°11'31" W a distance of 84.12 feet, thence N 89°50'35" W a distance of 86.33 feet, thence N 87°58'55" W a distance of 77.63 feet, thence N 50°24'35" W a distance of 41.47 feet, thence S 52°12'21" W a distance of 6.99 feet, thence S 31°07'12" E a distance of 33.84 feet, thence S 07°28'20" W a distance of 110.35 feet, thence S 40°35'12" W a distance of 140.00 feet, thence S 47°02'20" E a distance of 711.12 feet, thence S 62°28'10" E a distance of 277.81 feet, thence N 90°00'00" E a distance of 66.00 feet, thence S 07°00'00" E a distance of 326.26 feet to a curve to the left which has a radius of 25.00 feet, delta angle of 89°35'41" and a chord that bears S 44°47'50.5" E a distance of 35.23 feet, thence along the arc of said curve a distance of 39.09 feet to the North right-of-way line of County Trunk Highway "G", thence S 00°24'44" W a distance of 32.99 feet to the South line of the Northwest Quarter of the Southeast Quarter of said Section 31 and the South line of Parcel 7 and 8 of said Juneau County Certified Survey Map number 748 a distance of 560.35 feet to the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 31 and the Southwest corner of said Parcel 8, thence N 89°35'40" W along the South line of the Northwest Quarter of the Southeast Quarter of said Section 31 and the South line of Parcel 7 and 8 of said Juneau County Certified Survey Map number 748 a distance of 1293.70 feet to an extension of the East line of Parcel 1 of Juneau County Certified Survey Map number 829, thence N 07°28'22" W along an extension of the East line of said parcel a distance of 683.09 feet to the Southwest corner thereof, thence N 88°57'31" E a distance of 140.29 feet, thence N 80°20'41" E a distance of 68.00 feet to a non-tangent curve to the right which has a radius of 1683.00 feet, delta angle of 01°19'10" and a chord that bears S 08°29'44" E a distance of 9.38 feet, thence along the arc of said curve a distance of 9.38 feet, thence N 89°00'00" E a distance of 252.32 feet, thence N 12°07'48" E a distance of 101.63 feet, thence N 54°25'09" E a distance of 250.00 feet to a non-tangent curve to the right which has a radius of 100.00 feet, delta angle of 93°35'44" and a chord that bears N 17°23'01" E a distance of 148.19 feet, thence along the arc of said curve a distance of 183.94 feet to a curve to the left which has a radius of 25.00 feet, delta angle of 82°21'15" and a chord that bears N 27°10'15" E a distance of 23.88 feet, thence along the arc of said curve a distance of 27.21 feet, thence N 04°00'23" W a distance of 153.23 feet to a non-tangent curve to the right which has a radius of 1533.00 feet, delta angle of 15°29'35" and a chord that bears S 87°29'36.5" E a distance of 413.27 feet, thence along the arc of said curve a distance of 414.83 feet to a curve to the left which has a radius of 587.00 feet, delta angle of 69°32'00" and a chord that bears N 85°29'11" E a distance of 448.65 feet, thence along the arc of said curve a distance of 688.10 feet to a curve to the right which has a radius of 433.00 feet, delta angle of 75°55'25" and a chord that bears N 68°40'53.5" E a distance of 618.14 feet, thence along the arc of said curve a distance of 618.14 feet, thence along the arc of said curve a distance of 618.14 feet to a curve to the left which has a radius of 1333.00 feet, delta angle of 16°07'00" and a chord that bears S 88°36'52" E a distance of 508.98 feet, thence along the arc of said curve a distance of 515.02 feet to a curve to the right which has a radius of 1333.00 feet, delta angle of 35°44'33" and a chord that bears S 89°00'03.5" E a distance of 818.14 feet, thence along the arc of said curve a distance of 818.14 feet, thence along the arc of said curve a distance of 818.14 feet to a curve to the left which has a radius of 167.00 feet, delta angle of 29°51'36" and a chord that bears S 83°03'36.5" E a distance of 86.05 feet, thence along the arc of said curve a distance of 87.04 feet, thence N 82°00'34" E a distance of 228.65 feet, thence N 29°48'02" E a distance of 88.49 feet to the East line of the Southeast Quarter of the Northeast Quarter of said Section 31, thence S 0°52'45" E along said East line a distance of 665.75 feet to the East Quarter corner of said Section 31, the Northeast corner of Outlot 1 of said Juneau County Certified Survey Map number 3878, the Northwest corner of Outlot 3 of said Sunset Lake at Sand Point and the POINT OF BEGINNING.

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 and that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes, Chapter A-7 of 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.

Dated: 11 September, 2023

Christopher J. Renner, Professional Land Surveyor #2441



Note: The placement of the interior monuments of this subdivision have been temporarily waived per s.236.15(1)(n) Wisconsin Statutes.

Sand Point



Part of the Northwest Quarter of the Southeast Quarter, part of the North Half of the Southwest Quarter, part of the South Half of the Northwest Quarter, part of the Southwest Quarter of the Northeast Quarter, part of the Southeast Quarter of the Northeast Quarter and part of the Southeast Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, including part of Parcels 7 and 8 of Juneau County Certified Survey Map number 748 as recorded in Volume 1 of CSM on Page 214 as Document number 267428, part of Outlot 1 of Juneau County Certified Survey Map number 3878 as recorded in Volume 17 of CSM on Page 50 as Document number 682241 and part of Lot 1 of Juneau County Certified Survey Map number 4004 as recorded in Volume 17 of CSM on Page 173 as Document number 670355.

A Planned Unit Development

The West line of the Southwest Quarter of Section 31, T17N, R4E, was extended a bearing of N 82°30' E at the base of bearings on this plat.



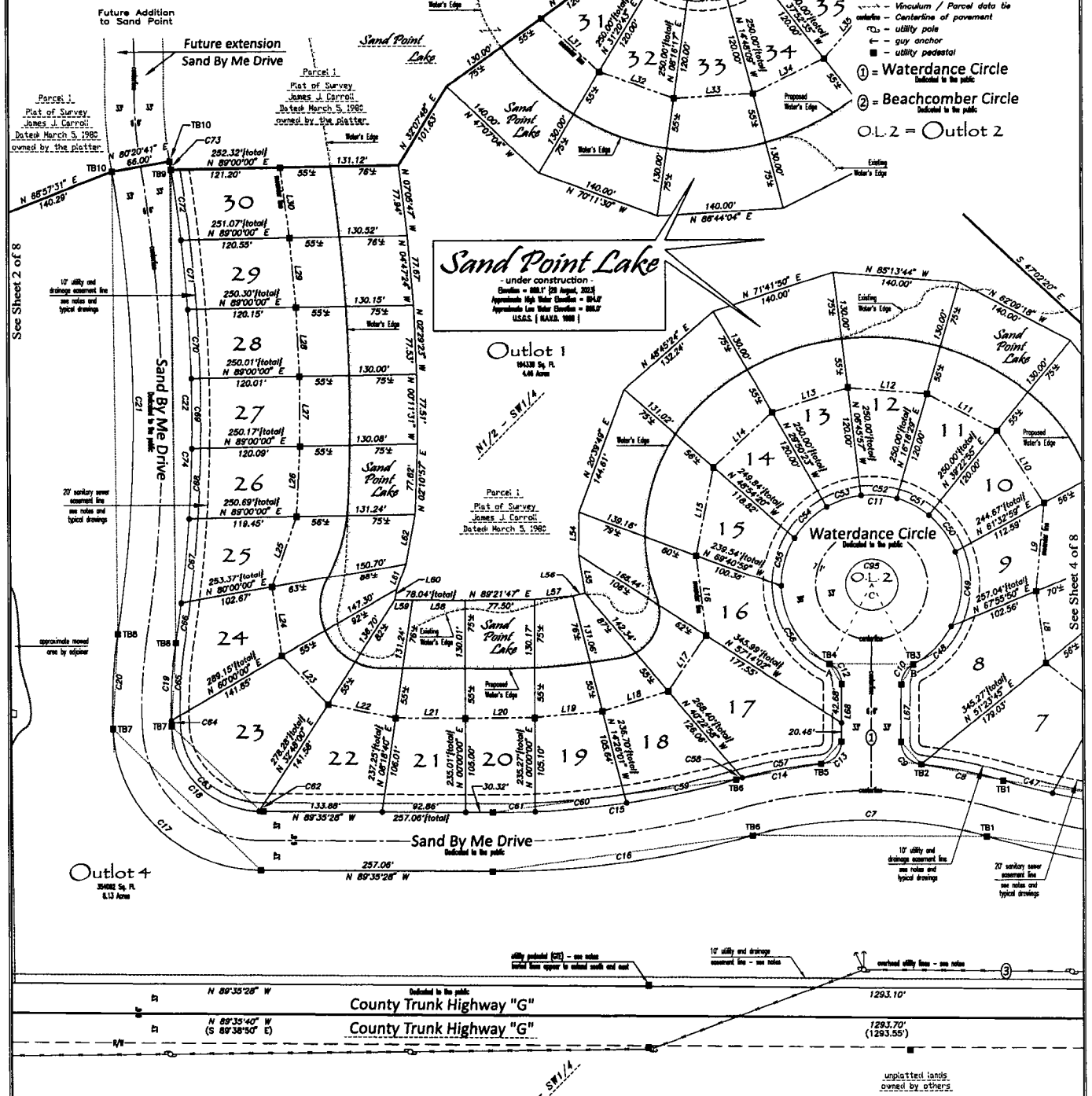
There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified October 18, 2023

Renée M. Poney
Department of Administration

LEGEND:

- - Harrison cast iron monument found
- 2 3/8" O.D. round iron pipe, found
- 1 5/8" O.D. round iron pipe, found
- 1 1/4" O.D. round iron pipe, found
- 1" O.D. pinched round iron pipe, found
- 1" O.D. round iron pipe, found
- 1 1/4" round iron rod, found
- 3/4" round iron rod, found
- Railroad spike, found
- Masonry nail, 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
- - - - - Vinculum / Parcel data tie
- - - - - Centerline of pavement
- - utility pole
- - - - - guy anchor
- - utility pedestal
- ① = Waterdance Circle
Dedicated to the public
- ② = Beachcomber Circle
Dedicated to the public
- L.2 = Outlot 2



Note: The placement of the interior monuments of this subdivision have been temporarily waived per s. 236.15(1)(h) Wisconsin Statutes.

Sand Point



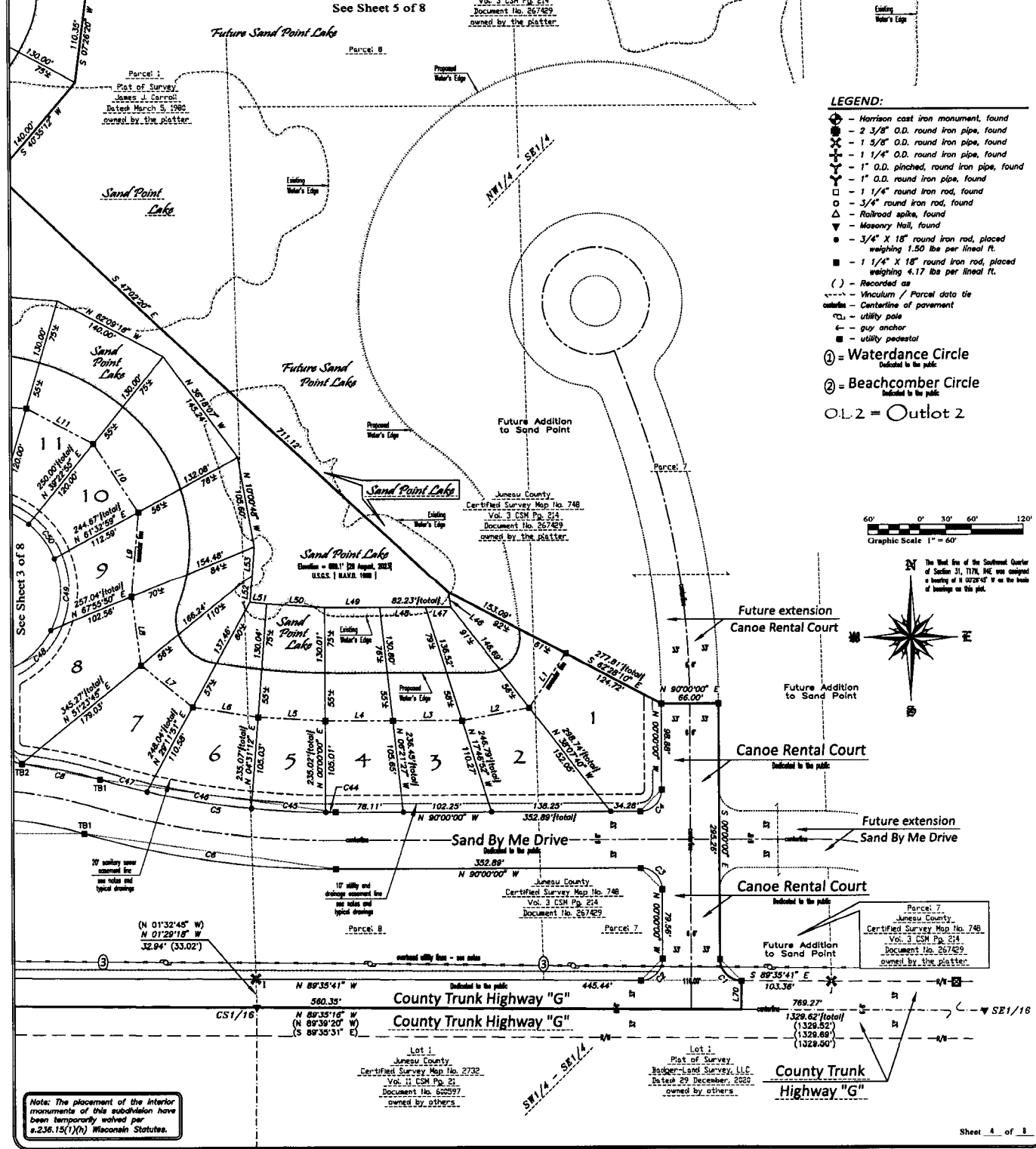
Part of the Northwest Quarter of the Southeast Quarter, part of the North Half of the Southwest Quarter, part of the South Half of the Northwest Quarter, part of the Southwest Quarter of the Northeast Quarter, part of the Southeast Quarter of the Northeast Quarter and part of the Northeast Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Carmantown, Juneau County, Wisconsin. Including part of Parcels 7 and 8 of Juneau County Certified Survey Map number 748 as recorded in Volume 3 of CSM on Page 214 as Document number 267429, part of Outlot 1 of Juneau County Certified Survey Map number 389 as recorded in Volume 17 of CSM on Page 62 as Document number 662727 and part of Lot 1 of Juneau County Certified Survey Map number 4004 as recorded in Volume 17 of CSM on Page 175 as Document number 670392.

A Planned Unit Development

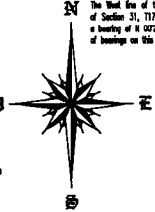
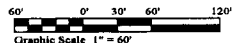
See Sheet 5 of 8

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
 Certified October 18, 2023
Renee M. Doney
 Department of Administration

See Sheet 6 of 8



- LEGEND:**
- ⊙ - Harrison cast iron monument, found
 - ⊖ - 2 3/8" O.D. round iron pipe, found
 - ⊗ - 1 5/8" O.D. round iron pipe, found
 - ⊕ - 1 1/4" O.D. round iron pipe, found
 - ⊙ - 1" O.D. pinched, round iron pipe, found
 - ⊙ - 1" O.D. round iron pipe, found
 - ⊙ - 1 1/4" round iron rod, found
 - ⊙ - 3/4" round iron rod, found
 - ⊙ - Railroad spike, found
 - ⊙ - Masonry Nail, 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
 - Vinculum / Parcel data tie
 - Centerline of pavement
 - ⊙ - utility pole
 - ⊙ - guy anchor
 - ⊙ - utility pedestal
 - ⊙ = Waterdance Circle
Dedicated to the public
 - ⊙ = Beachcomber Circle
Dedicated to the public
 - ⊙ L 2 = Outlot 2



Notes: The placement of the interior monuments of this subdivision have been temporarily waived per s. 236.15(1)(h) Wisconsin Statutes.

Lot 1
 Juneau County
 Certified Survey Map No. 2732
 Vol. 11 CSM Pg. 21
 Document No. 600597
 owned by others.

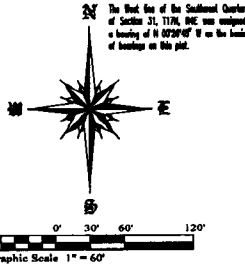
Lot 1
 Plot of Survey
 Badger-Land Survey, LLC
 Dated 29 December, 2022
 owned by others.

Sand Point



Part of the Northwest Quarter of the Southeast Quarter, part of the North Half of the Southwest Quarter, part of the South Half of the Northwest Quarter, part of the Southwest Quarter of the Northwest Quarter, part of the Southeast Quarter of the Northeast Quarter and part of the Northeast Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin. Including part of Parcels 7 and 8 of Juneau County Certified Survey Map number 748 as recorded in Volume 3 of CSM on Page 214 as Document number 267429, part of Outlot 1 of Juneau County Certified Survey Map number 3878 as recorded in Volume 17 of CSM on Page 50 as Document number 652241 and part of Lot 1 of Juneau County Certified Survey Map number 4004 as recorded in Volume 17 of CSM on Page 175 as Document number 670352.

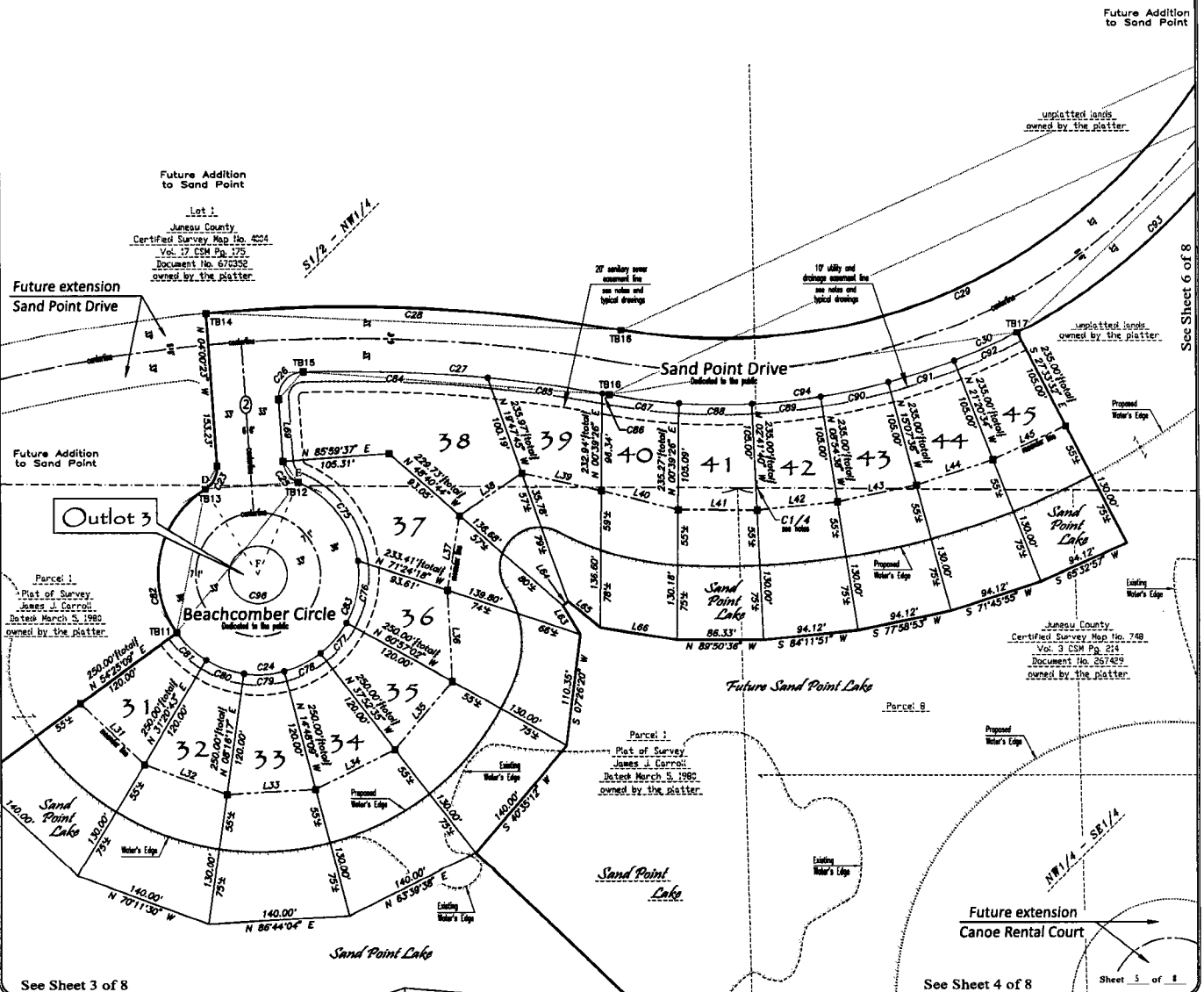
A Planned Unit Development



Note: The placement of the interior monuments of this subdivision have been temporarily waived per s.236.15(1)(h) Wisconsin Statutes.

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
 Certified October 18, 2023
Renald P. Pong
 Department of Administration

- LEGEND:**
- - Harrison cast iron monument, found
 - - 2 3/8" O.D. round iron pipe, found
 - ⊗ - 1 5/8" O.D. round iron pipe, found
 - ⊕ - 1 1/4" O.D. round iron pipe, found
 - ⊖ - 1" O.D. pinched, round iron pipe, found
 - ⊙ - 1" O.D. round iron pipe, found
 - - 1 1/4" round iron rod, found
 - - 3/4" round iron rod, found
 - △ - Railroad spike, found
 - ▽ - Masonry Nail, 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
 - - Vicinity / Parcel data file
 - — — - Centerline of pavement
 - ⊙ - utility pole
 - ← - guy anchor
 - - utility pedestal
 - ⊕ = Waterdance Circle
Indicated to the public
 - ⊗ = Beachcomber Circle
Indicated to the public
 - L2 = Outlot 2



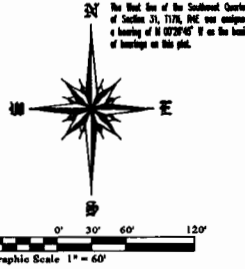
Sand Point



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

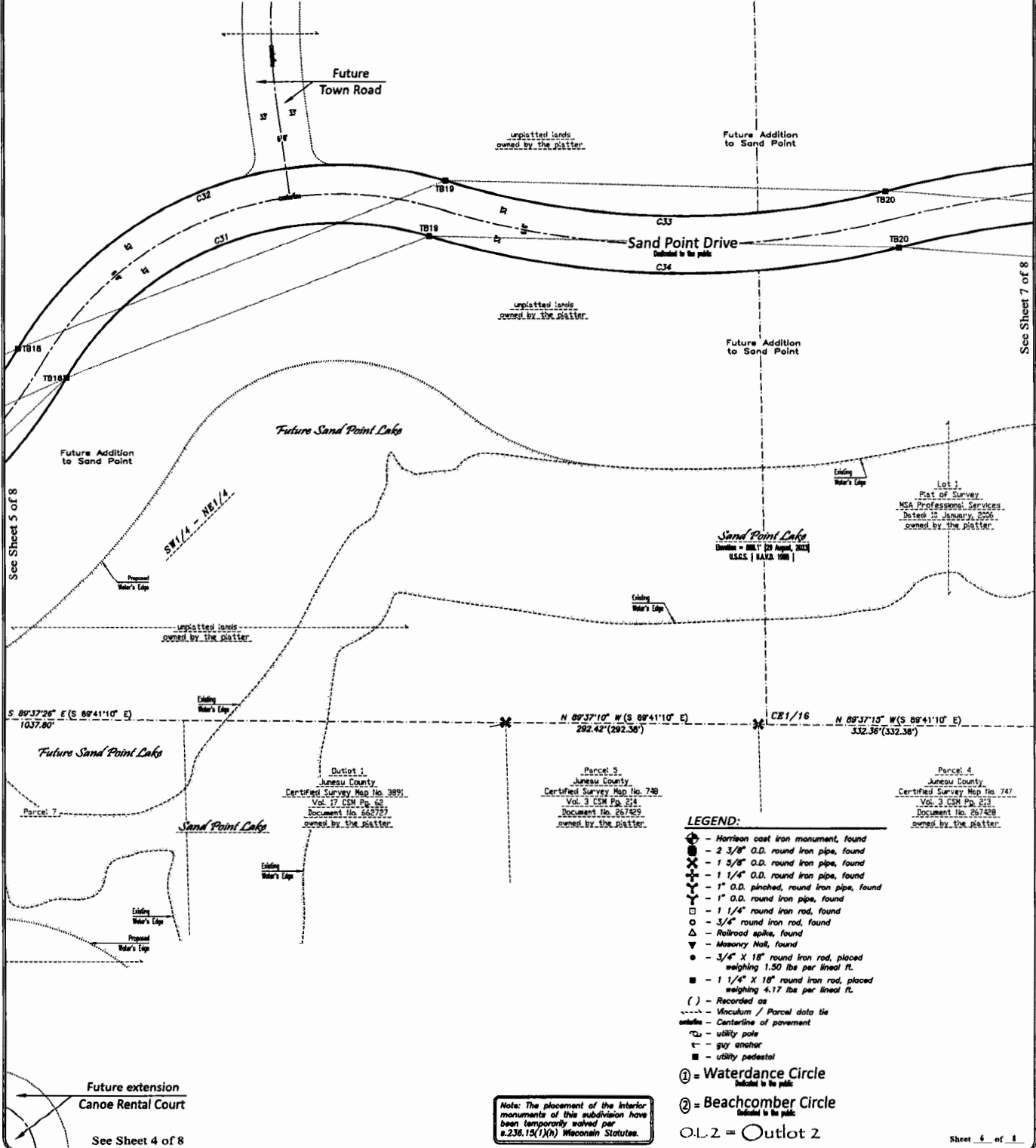
Certified October 18, 2023

Renwick Power
Department of Administration



Part of the Northwest Quarter of the Southeast Quarter, part of the North Half of the Southwest Quarter, part of the South Half of the Northwest Quarter, part of the Southwest Quarter of the Northeast Quarter, part of the Southeast Quarter of the Northeast Quarter and part of the Northeast Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, including part of Parcels 7 and 8 of Juneau County Certified Survey Map number 748 as recorded in Volume 3 of CSM on Page 214 as Document number 267429, part of Outlot 1 of Juneau County Certified Survey Map number 3879 as recorded in Volume 17 of CSM on Page 90 as Document number 662241 and part of Lot 1 of Juneau County Certified Survey Map number 4004 as recorded in Volume 17 of CSM on Page 175 as Document number 670352.

A Planned Unit Development



- LEGEND:**
- ⊕ - Harrison cast iron monument, found
 - ⊙ - 2 3/8" O.D. round iron pipe, found
 - ⊗ - 1 5/8" O.D. round iron pipe, found
 - ⊕ - 1 1/4" O.D. round iron pipe, found
 - ⊙ - 1" O.D. pinched, round iron pipe, found
 - ⊙ - 1" O.D. round iron pipe, found
 - ⊙ - 1 1/4" round iron rod, found
 - ⊙ - 3/4" round iron rod, found
 - △ - Railroad spike, found
 - ▽ - Masonry Nail, 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
 - () - Vinculum / Parcel data tie
 - Centerline of pavement
 - ⊙ - utility pole
 - ⊙ - guy anchor
 - ⊙ - utility pedestal
- ① = Waterdance Circle
 Included to the public
- ② = Beachcomber Circle
 Included to the public
- .L.2 = Outlot 2

Note: The placement of the interior monuments of this subdivision have been temporarily waived per s.236.15(1)(h) Wisconsin Statutes.

Sec Sheet 5 of 8

Sec Sheet 7 of 8

See Sheet 4 of 8

Sheet 6 of 8

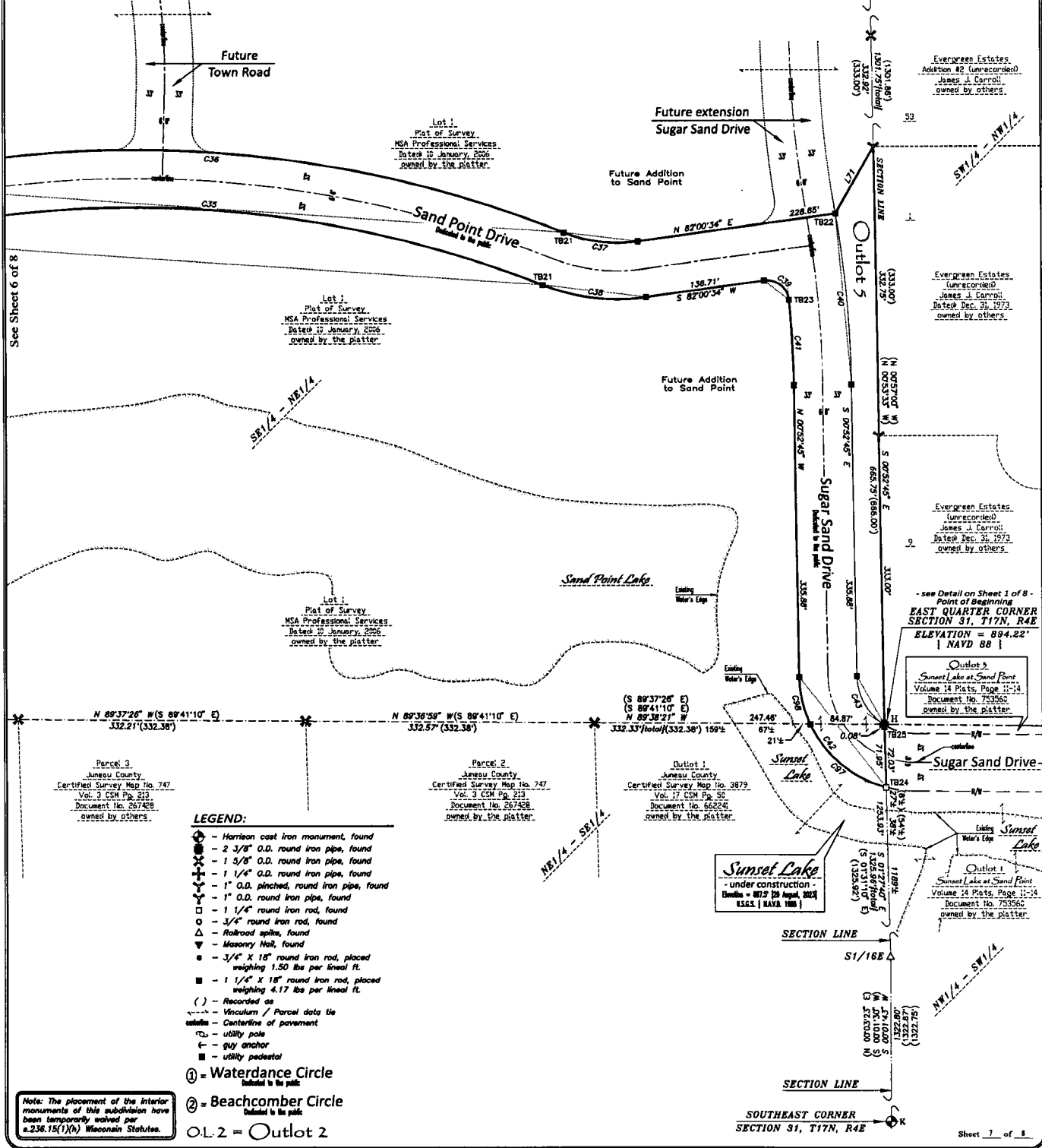
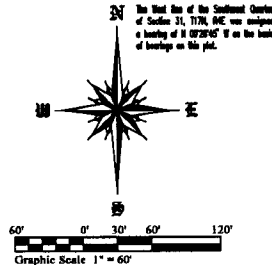
Sand Point



Part of the Northwest Quarter of the Southeast Quarter, part of the North Half of the Southwest Quarter, part of the South Half of the Northwest Quarter, part of the Southwest Quarter of the Northeast Quarter, part of the Southeast Quarter of the Northwest Quarter and part of the Northeast Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin. Including part of Parcels 7 and 8 of Juneau County Certified Survey Map number 748 as recorded in Volume 3 of CSM on Page 214 as Document number 267423, part of Outlot 1 of Juneau County Certified Survey Map number 3879 as recorded in Volume 17 of CSM on Page 50 as Document number 662241 and part of Lot 1 of Juneau County Certified Survey Map number 4004 as recorded in Volume 17 of CSM on Page 173 as Document number 670352.

A Planned Unit Development

There are no objections to this plat with respect to s.236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s.236.12, Wis. Stats.
Certified **October 18, 2023**
Renee A. Pong
Department of Administration



- LEGEND:**
- - Harrison cast iron monument, found
 - - 2 3/8" O.D. round iron pipe, found
 - ⊗ - 1 5/8" O.D. round iron pipe, found
 - ⊙ - 1 1/4" O.D. round iron pipe, found
 - ⊕ - 1" O.D. pinched, round iron pipe, found
 - - 1" O.D. round iron pipe, found
 - - 1 1/4" round iron rod, found
 - - 3/4" round iron rod, found
 - △ - Railroad spike, found
 - ▽ - Masonry Nail, 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
 - - - Vinculium / Parcel data tie
 - - Centerline of pavement
 - - utility pole
 - ⊖ - guy anchor
 - - utility pedestal
 - ⊙ = Waterdrain Circle
 - ⊙ = Beachcomber Circle
 - .L.2 = Outlot 2

Note: The placement of the interior monuments of this subdivision have been temporarily waived per s.236.15(1)(h) Wisconsin Statutes.

EXHIBIT D

LEGAL DESCRIPTION OF EXPANSION PROPERTY

The North six (6) acres of 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** 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.

**FIRST AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
SAND POINT**

**DOCUMENT # 761605
RECORDED 05-16-2024 at 1:30 PM
STACY D. HAVILL, REGISTER OF DEEDS
JUNEAU CO., WI
FEE AMOUNT: \$30.00**

Document Number

Title of Document

TOTAL PAGES: 5

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Sand Point is made this 13th day of May, 2024.

Record this document with the Register of Deeds

RECITALS

Name and Return Address:

Pavloski Development, LLC
N8674 State Road 58
New Lisbon, WI. 53950

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Sand Point dated the 8th day of January, 2024, was recorded on the 9th day of January, 2024, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 759919 (the "Restrictions"); and

WHEREAS, the Restrictions cover all Lots and select Outlots within the Sand Point Subdivision, all located in the Town of Germantown, Juneau County, Wisconsin, which are legally described on Exhibit A attached hereto and Exhibit B of the Restrictions; and

WHEREAS, the second page and Article XX of the Restrictions provides that the Declarant or its Affiliates have the sole right to amend the Restrictions; and

WHEREAS, the Declarant and its Affiliates desire to amend certain provisions of Article III of the Restrictions to amend the minimum square footage requirements for living space and exterior treatment requirements of a residential dwelling; and

WHEREAS, the Declarant and its Affiliates desire to amend certain provisions of Article III and Article VIII of the Restrictions to allow for Declarant consent for a Lot owner to exceed certain time requirements; and

WHEREAS, the Declarant and its Affiliates desire to amend certain provisions of Article VII of the Restrictions to amend the fee schedule by establishing a fine to be levied by the Architectural Control Committee for failure to complete the timely construction of a new home as provided for in Article III and Article VIII of the Restrictions; and

WHEREAS, the Declarant and its Affiliates desire to amend certain provisions of Article XII of the Restrictions to update the timeline for not remedying identified violations of the Restrictions on the display and placement of signs; and

NOW, THEREFORE, the Restrictions for Sand Point are hereby amended as follows:

1. **Article III – Type of Material: Size of Structure**

The third paragraph of Article III –

“Dwellings must have a minimum of 1000 square feet above grade and a minimum eight foot exposed basement (unless waived by Architectural Control Committee) of which shall be faced in stone, cultured stone, or similar materials subject to the approval of the Architectural Control Committee.”

Shall be amended and replaced with the following:

“Dwellings shall have a minimum of 864 square feet above grade and a minimum eight foot exposed basement of which at least the first four feet shall be faced in stone, cultured stone, or similar materials; all subject to the approval or waiver of the Architectural Control Committee.”

2. **Article III – Type of Material: Size of Structure**

The following language shall be added to the beginning of the first paragraph of Article III –

“Unless the lot owner obtains the prior written consent of the Declarant,”

3. **Article VII – Architectural Control**

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

“10. Failure to complete construction of a structure within one (1) year after commencement = \$1,000 fine plus \$50 fine per day.”

4. **Article VIII – Commencement of and Completion of Construction**

The following language shall be added to the beginning of the second paragraph of Article VIII –

“Unless the lot owner obtains the prior written consent of the Declarant,”

5. **Article XII – Signs**

The last paragraph of Article XII shall be amended 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 immediately remove the info tube or sign. If the violation is not corrected immediately (within 12 hours), the Association or Developer shall have the right to remove the info tube or sign and specially assess the Lot owner a fine of \$1000 per day the info tube or sign is present.”

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

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

(Signatures appear on the next page following)

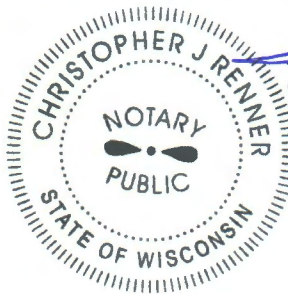
(Declarant)
CR58 Land Investments, LLC


By: 
Patrick Pavloski, Member

ACKNOWLEDGMENT
STATE OF WISCONSIN)

) ss
COUNTY OF JUNEAU)

On this 13th day of May, 2024, before me appeared Patrick Pavloski, Member of CR58 Land Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.




Christopher J. Renner
Notary Public, State of Wisconsin
My commission expires: 23 January, 2026

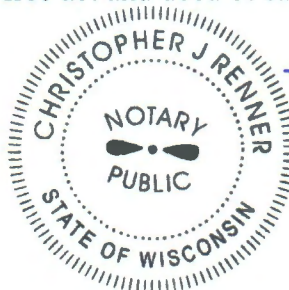
Mizuumi Protection, Ltd.

By: 
Patrick Pavloski, Vice-President

ACKNOWLEDGMENT
STATE OF WISCONSIN)

) ss
COUNTY OF JUNEAU)

On this 13th day of May, 2024, before me appeared Patrick Pavloski, Vice-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 corporation by its authority, and said person acknowledged said instrument to be the free act and deed of said corporation.



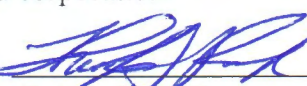

Christopher J. Renner
Notary Public, State of Wisconsin
My commission expires: 23 January, 2026

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 through Lot 45 inclusive and Outlot 1, Outlot 2 and Outlot 3 of Sand Point as recorded in Volume 14 of Plats, Page 17-24 as Document Number 759905, being part of Parcels 7 and 8 of Juneau County Certified Survey Map number 748 as recorded in Volume 3 of CSM on Page 214 as Document number 267429 and part of Lot 1 of Juneau County Certified Survey Map number 4004 as recorded in Volume 17 of CSM on Page 175 as Document number 670352. Located in the Northwest Quarter of the Southeast Quarter, the North Half of the Southwest Quarter, the South Half of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

**SECOND AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
SAND POINT**

DOCUMENT # 763725
RECORDED 10-16-2024 at 2:25 PM
STACY D. HAVILL, REGISTER OF DEEDS
JUNEAU CO., WI
FEE AMOUNT: \$30.00

TOTAL PAGES: 4

Document Number

Title of Document

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sand Point is made this 14th day of October, 2024.

RECITALS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Sand Point dated the 8th day of January, 2024, was recorded on the 9th day of January, 2024, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 759919; and the First Amendment dated the 13th day of May, 2024, was recorded on the 16th day of May, 2024 with the Register of Deeds for Juneau County, Wisconsin, as Document No. 761605 (together, the "Restrictions"); and

WHEREAS, the Restrictions cover all Lots and select Outlots within the Sand Point Subdivision, all located in the Town of Germantown, Juneau County, Wisconsin, which are legally described on Exhibit A ("Subject Property") attached hereto and incorporated herein by reference; and

WHEREAS, the second page and Article XX of the Restrictions provides that the Declarant or its Affiliates have the sole right to amend the Restrictions; and

WHEREAS, the Declarant and its Affiliates desire to amend and update Article XXIII of the Restrictions; and

NOW, THEREFORE, the Restrictions for Sand Point are hereby amended as follows:

Record this document with the Register of Deeds

Name and Return Address:

Pavloski Development, LLC
W5587 38th Street
New Lisbon, WI. 53950

1. **Article XXIII**

Exclusive Real Estate Listing Agreement shall be deleted in its entirety and replaced with the following.

Transfer of Lots

“Except for the initial sale of a Lot by the Declarant, upon the sale or transfer of any Lot or Home within the Subdivision, the owner shall pay the Declarant a transfer fee equal to two percent (2%) of the gross purchase price paid for such Lot or Home. The transfer fee shall be paid before or at the time of closing and shall be the responsibility of the owner selling the Lot or Home. The fee must be remitted to the Declarant or its designated agent no later than the transaction's closing date.

The sale or transfer of any Lot or Home shall not be valid unless the transfer fee has been paid in full. The Declarant shall issue a statement confirming receipt of the transfer fee, which must be provided to the closing agent as evidence of payment.

The transfer fee shall not apply to the following transactions:

- (a) Transfers between spouses or immediate family members.
- (b) Transfers under a court order, including divorce decrees.
- (c) Transfers as part of estate planning, such as conveyance to a Trust where the owner is the trust's settlor.
- (c) Transfers by a lender through foreclosure or deed in lieu of foreclosure.

If the transfer fee is not paid in accordance with this Article, the Declarant shall have the right to take appropriate legal action to collect the unpaid amount and shall be entitled to recover all costs incurred in collecting the unpaid transfer fee. These costs include but are not limited to, actual attorney fees, court fees, administrative fees, and any other expenses related to enforcing this obligation.

Any unpaid transfer fee and applicable costs and expenses outlined in this Article shall constitute a lien against the Lot or Home in question. This lien shall be enforceable in the same manner as other assessments according to the provisions outlined in this Declaration and applicable state law.

Unpaid transfer fees shall accrue interest at the rate of 1.5% per month from the date the payment was due until the date the Declarant receives the payment in full.”

IN WITNESS WHEREOF, this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Sand Point is executed by the Declarant and its Affiliates as of the day and year first written above.

(Signatures appear on the next page following)

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 through Lot 45 inclusive and Outlot 1, Outlot 2 and Outlot 3 of Sand Point as recorded in Volume 14 of Plats, Page 17-24 as Document Number 759905, being part of Parcels 7 and 8 of Juneau County Certified Survey Map number 748 as recorded in Volume 3 of CSM on Page 214 as Document number 267429 and part of Lot 1 of Juneau County Certified Survey Map number 4004 as recorded in Volume 17 of CSM on Page 175 as Document number 670352. Located in the Northwest Quarter of the Southeast Quarter, the North Half of the Southwest Quarter, the South Half of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.