

**DECLARATION OF  
COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
SUNSET LAKE AT SAND POINT**

**DOCUMENT # 753690**

RECORDED  
October 10, 2022 1:45 PM  
STACY D. HAVILL  
REGISTER OF DEEDS  
JUNEAU CO., WI  
FEE AMOUNT: \$30.00

TOTAL PAGES: 41

Document Number

Title of Document

**THIS DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR SUNSET LAKE  
AT SAND POINT (the "Restrictions")**, is made this 3rd day  
of October, 2022, 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**, Sand Point Lake Investments, LLC and Mizuumi Protection, Ltd are  
Affiliates 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 and outlots. Each owner of a residential lot shall be considered an owner under this Declaration. The lot owners shall also become members in the Sunset Lake at Sand Point Homeowner's Association, Inc., with the rights and duties set forth in Article XXI of this Declaration; 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

**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 speculative home for investment purposes shall be prohibited from selling the home for 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 two (2) 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 provides 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 two (2) 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 Declarant. Fractional share ownership or any similar concepts are strictly prohibited.

### **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, redwood, oak, 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.

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).

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.

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 Sunset Lake at 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 Sunset Lake at 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, gazebo, driveway, tennis court, light post, or other structure or improvement shall be constructed, erected, placed or altered on any Lot in Sunset Lake at 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.

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 and spas 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, ornamental fences, arbors and other features must be submitted for approval by the Architectural Control Committee in conjunction with building plans.

At a minimum, landscaping shall include at least four (4) evergreen trees having a minimum height of 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 = \$2500 (\$7500 if the builder is not on the approved list but allowed by the Declarant and the Architectural Control Committee)
2. Review of landscaping plans = \$1300
3. Review of driveway plans = \$100
4. Review of additions, remodeling, screened porch plans, etc. = \$1000
5. Review of changes to house siding = \$250
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:

1. No approval of house plans = \$5000 fine
2. No approval of landscaping plans = \$2500 fine
3. No approval of driveway plans = \$250 fine
4. No approval of additions, remodeling, screened porch plans, etc. = \$2000
5. No approval of changes to house siding = \$500
6. No approval of house re-staining/painting = \$250
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

## **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 month, 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, the Association or Developer shall have the right to remove the info tube or sign and specially assess the Lot owner a fine of \$500.

### **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 \$300 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.

## **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.

## **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.

## **ARTICLE XXI**

### **SUNSET LAKE AT 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. \$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 Sunset Lake at Sand Point Subdivision decides to sell their Lot or Home, the Lot Owner shall either (a) give the exclusive right to sell such Lot or Home to a licensed real estate agent or broker designated by Declarant in its sole discretion (the "Listing Agent"), at the price the Lot Owner is willing to accept, until the property sells, with a commission equal to 6% of the sales price of the Lot or Home due and payable to Listing Agent

or its assigns (and any co-broker) at closing, unless otherwise agreed to in writing by Declarant, or (b) pay a licensed real estate agent or broker designated by Declarant a commission equal to 2% of the sales price of the Lot or Home at the time of closing, unless otherwise agreed to in writing by Declarant. The 2% commission is owed to the licensed real estate agent or broker designated by Declarant if the Lot Owner does not list their property with the licensed real estate agent or broker designated by Declarant. The 2% commission is above and beyond the commission the Lot Owner pays to their own listing agent.

## **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, 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.

(Signatures appear on the next page following)

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

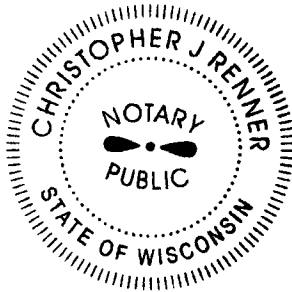
**CR58 Land Investments, LLC**


By:   
Brad Pavloski, Member

**ACKNOWLEDGMENT**

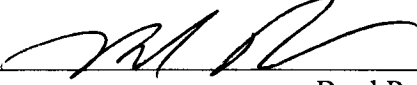
STATE OF WISCONSIN )  
 ) ss  
COUNTY OF JUNEAU )

On this 3<sup>rd</sup> day of October, 2022, 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.



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

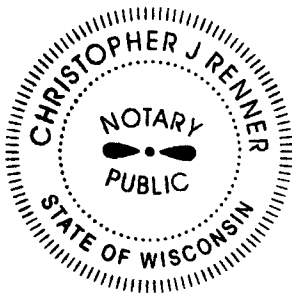
**Sand Point Lake Investments, LLC**

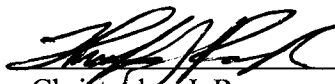
By:   
Brad Pavloski, Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss  
COUNTY OF JUNEAU )

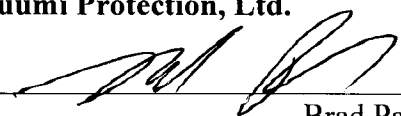
On this 3<sup>rd</sup> day of October, 2022, before me appeared Brad Pavloski, Member of Sand Point Lake Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



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

**Mizuumi Protection, Ltd.**

By: \_\_\_\_\_



Brad Pavloski, President

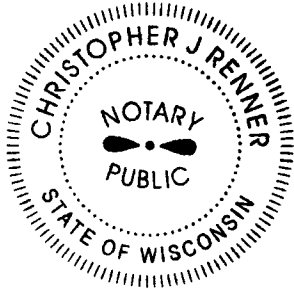
**ACKNOWLEDGMENT**

STATE OF WISCONSIN)

) ss

COUNTY OF JUNEAU )

On this 3<sup>rd</sup> day of October, 2022, 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.



Christopher J. Renner

Notary Public, State of Wisconsin

My commission expires: 23 January, 2026



## **EXHIBIT A**

### LEGAL DESCRIPTION OF LAND

Lot 1 through Lot 41 inclusive, Outlot 1, Outlot 2 and Outlot 3 of Sunset Lake at Sand Point as recorded in Volume 14 of Plats, Page 11-14 as Document Number 753560, being a part of the Northwest Quarter of the Southwest Quarter of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 1 and 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 2 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 Northeast Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

## **EXHIBIT B**

### LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 through Lot 41 inclusive of Sunset Lake at Sand Point as recorded in Volume 14 of Plats, Page 11-14 as Document Number 753560, being part of the Northwest Quarter of the Southwest Quarter of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

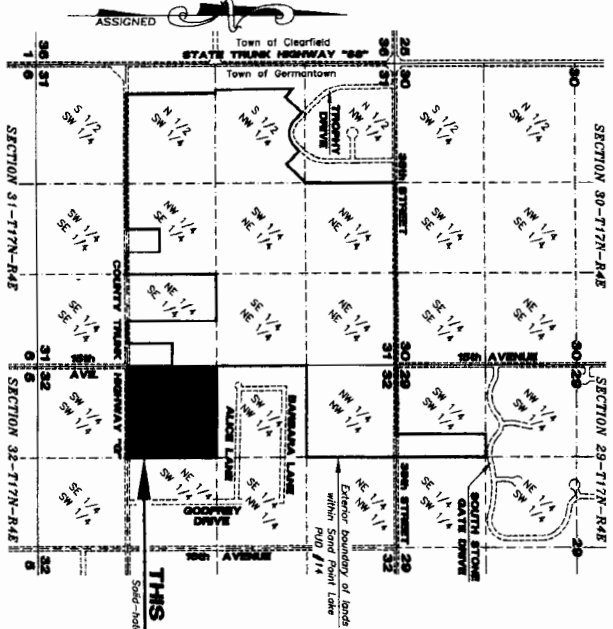
**EXHIBIT C**

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

# Sunset Lake at Sand Point

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

LOCATION MAP  
SCALE: 1" = 1000'



THIS PLAT

## CORPORATE OWNERS 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, hereby dedicates to the public use of the State of Wisconsin the land described on this plat to be surveyed, divided, mapped or represented on this 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:

DIRECTING AUTHORITIES:

The Department of Administration

APPROVING AUTHORITIES:

The County of Juneau

In witness whereof, the said CRSB Land Investments, LLC has caused these presents to be signed by its authorized representative,

In the presence of:

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

Authorized Representative

STATE OF WISCONSIN  
COUNTY OF JUNEAU

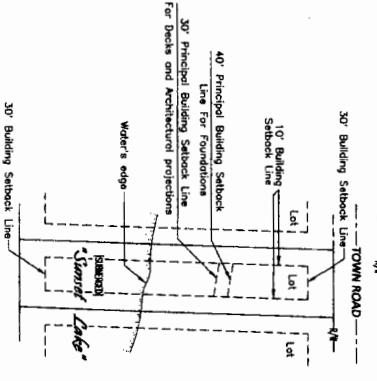
Personally came before me this 20th day of September, 2022, the above named Brad P. Pyskalski, the Authorized Representative of CRSB Land Investments, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

Christophe J. Renner  
County Judge, Juneau County, Wisconsin  
My Commission Expires 23 January, 2026



## TYPICAL LOT BUILDING SETBACKS

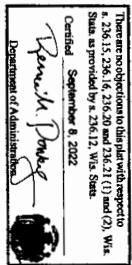
per 3.08 Town of Germantown  
Zoning Ordinance et al.  
NOT TO SCALE



Number	Area to be Surveyed	Total Area
Lot 1	790.56 sq. ft.	790.56 sq. ft.
Lot 2	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 3	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 4	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 5	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 6	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 7	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 8	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 9	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 10	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 11	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 12	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 13	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 14	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 15	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 16	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 17	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 18	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 19	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 20	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 21	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 22	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 23	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 24	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 25	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 26	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 27	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 28	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 29	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 30	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 31	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 32	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 33	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 34	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 35	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 36	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 37	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 38	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 39	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 40	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 41	1,170.56 sq. ft.	1,170.56 sq. ft.
Lot 42	1,170.56 sq. ft.	1,170.56 sq. ft.

## JUNEAU COUNTY REGISTER OF DEEDS:

Register's Office  
Juneau County, WI  
Received for record this 29th day of September, 2022  
at 9:30 A.M. and recorded in Volume 14 of Plans, Page 1114  
or Document number 188160.



## LAND FORESTRY PARKS AND ZONING COMMITTEE APPROVAL:

I hereby certify that the Plat of Sunset Lake at Sand Point is hereby approved by the Land, Forestry, Parks and Zoning Committee on  
Date: 9/22/22

## CERTIFICATE OF TAXES PAID:

Treasurer's Certificate:  
We, being duly elected, qualified and acting treasurers of the Town of Germantown, Wisconsin, do hereby certify that the taxes on the lands described in our office show no unreturned tax sales, unpaid taxes or unpaid special assessments affecting any of the lands included in this plat as of the date listed below.  
Date: 9/22/22

Town Treasurer  
Date: 9/22/22

## TOWN OF GERMANTOWN:

I hereby certify that the Plat of Sunset Lake at Sand Point in the Town of Germantown is hereby approved by the town board of the town of Germantown.  
Date: 9/21/22

## TOWN OF GERMANTOWN PLANNING COMMISSION:

The Town of Germantown does hereby certify that the Plat of Sunset Lake at Sand Point in the Town of Germantown is hereby approved by the town board of the town of Germantown.  
Date: 9/22/22

Zoning Administrator  
Date: 9/22/22

## PAULOSKI DEVELOPMENT

CRSB Land Investments, LLC  
1801 9th and B  
Wisconsin Rapids, WI 54485-1027  
Phone: 715-825-1177

Pauloski Development  
NIPC LLC  
Candle Rock Lake  
1801 9th and B  
Wisconsin Rapids, WI 54485-1027  
Phone: 715-825-1177

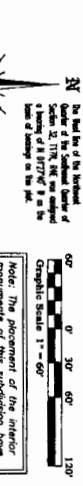
Dated: 3 August, 2022  
Christophe J. Renner, Professional Land Surveyor #24417



# Sunset Lake at 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 September 8, 2022  
*Randy Poles*  
 Department of Administration

The Northwest Quarter of the Southwest Quarter of Section 32, Township 17 North,  
 Range 4 East, Town of Germantown, Jefferson County, Wisconsin.  
**A Planned Unit Development**



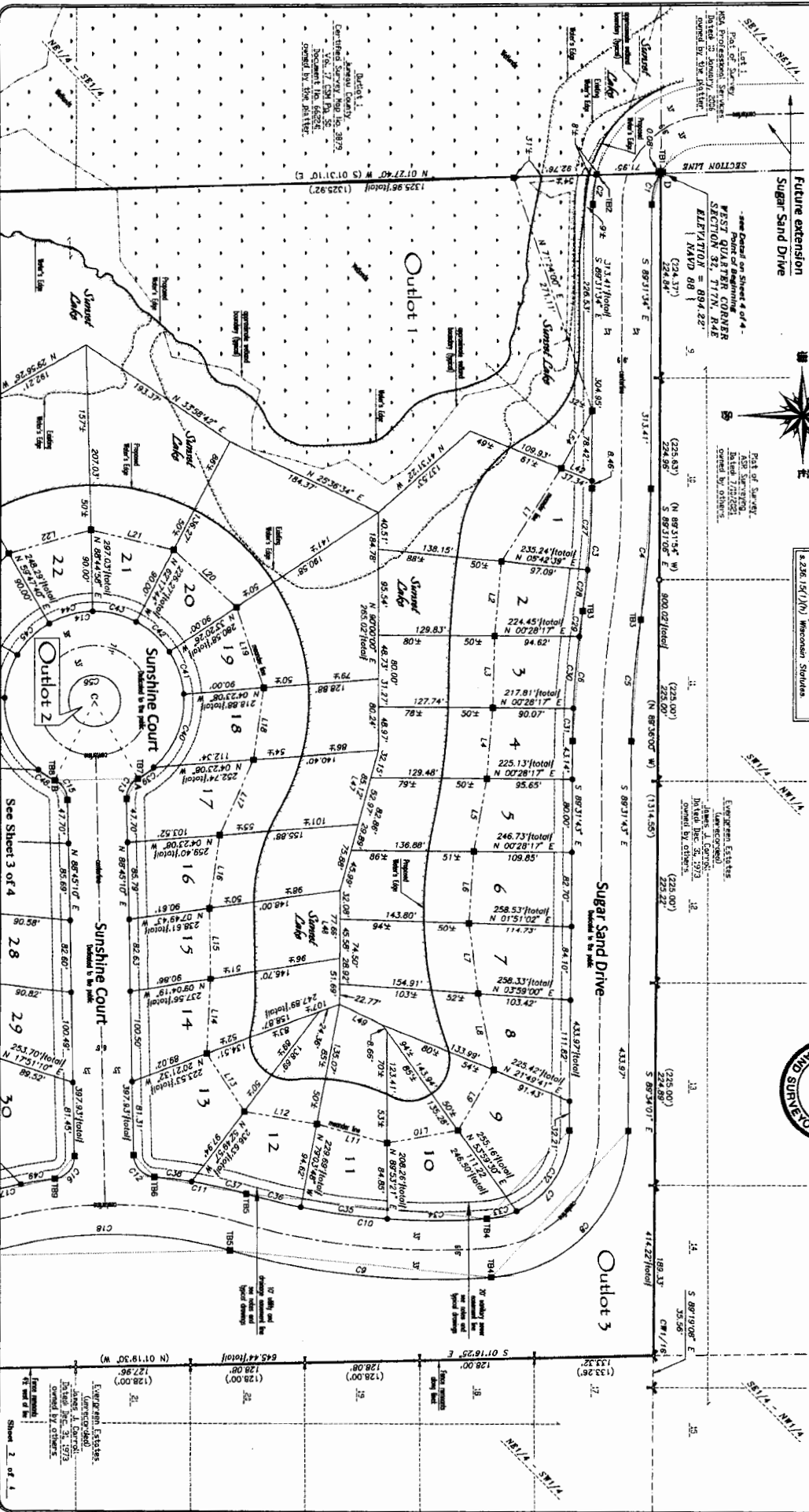
Note: The placement of the interior  
 monuments of this subdivision have  
 been determined by the Wisconsin  
 Surveyors Association.



Proposed Building, Type

Number	Tentative Building	Area
TS1	5,572.67' E	5,572.67' E
TS2	5,751.07' E	5,751.07' E
TS3	5,812.80' E	5,812.80' E
TS4	5,041.93' E	5,041.93' E
TS5	5,032.72' E	5,032.72' E
TS6	5,032.72' E	5,032.72' E
TS7	5,032.72' E	5,032.72' E
TS8	5,032.72' E	5,032.72' E
TS9	5,032.72' E	5,032.72' E
TS10	5,032.72' E	5,032.72' E
TS11	5,032.72' E	5,032.72' E

- LEGEND:**
- - Harrison cast iron monument, found
  - - 2 3/8" O.D. round iron pipe, round
  - - 1 5/8" O.D. round iron pipe, round
  - - 1 1/4" O.D. pinched, round iron pipe, round
  - - 1 1/4" O.D. round iron pipe, round
  - - 1 1/4" O.D. pinched, round iron pipe, round
  - - 3/4" round iron pipe, round
  - - Railroad spike, 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
  - - Venculum / Force data file
  - - Certificate of placement
  - - utility pole
  - - guy anchor
  - - utility pedestal



See Sheet 3 of 4  
 See Sheet 2 of 4



# Sunset Lake at Sand Point

The Northwest Quarter of the Southwest Quarter of Section 32, Township 17 North, Range 4 East, Town of Germantown, Jensen County, Wisconsin.  
A Planned Unit Development

## UTILITY EASEMENT RESTRICTION:

No utility pole, pedestal or cable shall be placed on or over any of the lots shown on this subdivision map except as shown on the plan or as shown on a separate utility plan or street file. The usual utility easement of 6 feet from the centerline of the utility easement shall be maintained.

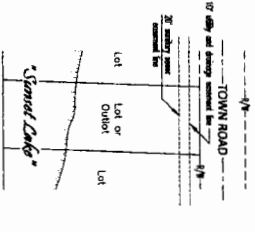
Utility easements set forth herein are for the use of the Town of Germantown and only the private utilities having the right to serve this subdivision as listed below:

### UTILITY COMPANY LIST

ELECTRIC: Oakdale Electric Cooperative  
609 N. Oakdale Street  
P.O. Box 265  
Oakdale, WI 53450  
800-241-2468  
ELECTRIC / GAS: Alliant Energy  
139 E. State Street  
Madison, WI 53703  
800-677-1315  
TELEPHONE: Telephone Company  
127 E. Taylor Street  
P.O. Box 265  
Oakdale, WI 53450  
800-241-2468  
TELEPHONE: TDS Telecom  
525 Junction Road  
Madison, WI 53717  
800-864-5642  
SANDY BEACH: O'Dell's Bay  
525 Junction Road  
Madison, WI 53703  
800-864-5642

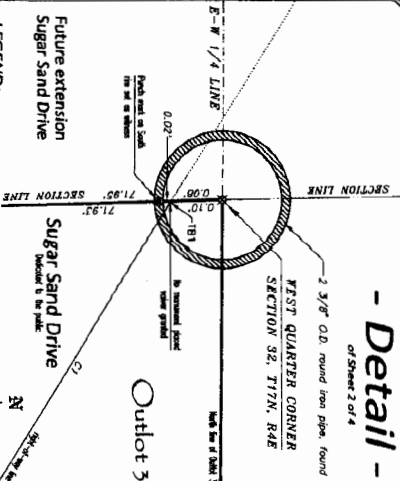
### TYPICAL UTILITY AND DRAINAGE EASEMENTS

NOT TO SCALE



## - Detail -

of Sheet 2 of 4



Number	Line Data	Distance
L1	S 57°02'41\"/>	123.46'
L2	S 84°43'44\"/>	83.02'
L3	S 86°30'31\"/>	80.21'
L4	S 85°03'59\"/>	80.24'
L5	S 79°28'03\"/>	81.25'
L6	S 68°03'19\"/>	80.79'
L7	N 82°21'49\"/>	81.33'
L8	S 87°10'07\"/>	77.48'
L9	S 69°30'45\"/>	80.52'
L10	S 14°57'44\"/>	82.14'
L11	S 69°32'41\"/>	82.14'
L12	S 66°24'57\"/>	78.50'
L13	N 67°24'45\"/>	83.93'
L14	S 86°44'59\"/>	80.65'
L15	N 81°53'41\"/>	80.16'
L16	N 65°18'43\"/>	81.26'
L17	S 71°06'15\"/>	81.80'
L18	S 42°10'55\"/>	85.00'
L19	S 52°55'28\"/>	80.03'
L20	S 1°13'31\"/>	85.00'
L21	S 52°55'28\"/>	80.03'
L22	S 1°13'31\"/>	85.00'
L23	S 44°41'09\"/>	95.00'
L24	S 27°30'18\"/>	95.00'
L25	N 79°28'03\"/>	81.25'
L26	N 62°46'38\"/>	81.26'
L27	N 69°23'19\"/>	82.07'
L28	N 65°03'41\"/>	83.72'
L29	N 65°03'41\"/>	83.72'
L30	S 69°28'12\"/>	80.42'
L31	S 69°28'12\"/>	80.42'
L32	S 69°28'12\"/>	80.42'
L33	S 69°28'12\"/>	80.42'
L34	S 51°39'42\"/>	79.10'
L35	N 80°42'32\"/>	81.32'
L36	N 80°42'32\"/>	81.32'
L37	N 80°42'32\"/>	81.32'
L38	S 89°32'54\"/>	81.00'
L39	S 84°14'54\"/>	80.42'
L40	S 89°32'54\"/>	81.00'
L41	N 89°32'54\"/>	80.00'
L42	N 22°22'09\"/>	142.27'
L43	S 00°07'59\"/>	9.04'
L44	N 00°07'59\"/>	9.04'
L45	N 89°32'54\"/>	13.85'
L46	N 00°07'59\"/>	64.00'
L47	S 89°32'54\"/>	13.85'
L48	N 25°38'42\"/>	15.10'
L49	N 25°38'42\"/>	52.80'
L50	N 69°24'16\"/>	136.35'
L51	N 90°00'00\"/>	101.97'
L52	N 69°24'16\"/>	50.80'
L53	S 11°32'07\"/>	36.43'
L54	S 81°17'11\"/>	73.21'
A-C	S 61°09'26\"/>	100.00'
A-D	N 63°18'05\"/>	100.00'
D-E	S 02°43'02\"/>	2686.54'



The Seal of the Wisconsin Surveyors Association is hereby acknowledged as being a true and correct copy of the original seal of the Wisconsin Surveyors Association.

## EXISTING EASEMENTS AND UTILITIES:

① - Existing Right of Way Easements:  
Recorded in Volume 14 of Miscellaneous, Page 258  
Recorded into Wisconsin Telephone Company the privilege to erect and maintain its poles, wires, anchors and business along the North side of the Highway being both on and over the West 1/2 of the SW 1/4 of Section 32 in the town of Germantown, County of Jensen, above described so as to clear the wires of least four (4) feet.  
This easement is applicable to Outlots 1 and 3 and lies along the North side of County Trunk Highway "C" but contains no specific location or width except for the width of the wires of least four (4) feet.  
Recorded in Volume 14 of Miscellaneous, Page 283  
Recorded into Wisconsin Telephone Company the privilege to erect and maintain its poles, wires, anchors and business along the North side of the Highway being both on and over the West 1/2 of the South West 1/4 of Section 32 Township 17 North Range 4 East of the 1st Meridian, Jensen County, Wisconsin, above described so as to clear the wires of least four (4) feet.  
This easement is applicable to Outlots 1 and 3 and lies along the North side of County Trunk Highway "C" but contains no specific location or width except for the width of the wires of least four (4) feet.  
This easement is applicable to Outlots 1 and 3 and lies along the North side of County Trunk Highway "C" but contains no specific location or width except for the width of the wires of least four (4) feet.  
This easement is applicable to Outlots 1 and 3 and lies along the North side of County Trunk Highway "C" but contains no specific location or width except for the width of the wires of least four (4) feet.  
This easement is applicable to Outlots 1 and 3 and lies along the North side of County Trunk Highway "C" but contains no specific location or width except for the width of the wires of least four (4) feet.

## NOTES:

② - Existing overhead and buried utility lines:  
No easement of record was found for these lines. The utility easements on these lines are shown on the utility plat on an orange 22 feet North of the right-of-way line of County Trunk Highway "C". The plat on which the plat anchor lies is JJ North of and right-of-way.  
Sunset Lake at Sand Point shall be subject to a recorded restriction of covenants, conditions and restrictions.  
Public utility sewer shall be provided to new lots and incorporated into this subdivision.  
The 10' drainage easements, as shown herein, are granted to the Town of Germantown.  
The 20' sanitary sewer easements, as shown herein, are granted to O'Dell's Bay Sanitary District #1.  
Sunset Lake is a man made impoundment currently under construction.  
Required Platwork Completed - 26 July 2022  
Note: The placement of the interior easement lines on this subdivision map is based on a bearing of N 89°24'16\"/>

Number	Radius	Delta	Chord Bearing	Chord	Length
C1	62.00'	314°41'27\"/>	S 25°38'42\"/>	36.69'	37.13'
C2	133.00'	141°14'27\"/>	S 82°22'50.5\"/>	133.00'	133.00'
C3	987.00'	87°02'29\"/>	S 65°28'49.5\"/>	136.45'	136.56'
C4	1033.00'	87°02'29\"/>	S 80°28'49.5\"/>	145.76'	146.68'
C5	987.00'	87°02'29\"/>	S 65°28'49.5\"/>	136.49'	136.60'
C6	1033.00'	87°02'29\"/>	S 80°28'49.5\"/>	145.81'	146.53'
C7	1000.00'	85°17'02\"/>	S 48°55'42\"/>	135.39'	146.70'
C8	1868.00'	85°17'02\"/>	S 48°55'42\"/>	234.27'	246.95'
C9	633.00'	201°19'05\"/>	S 09°12'02\"/>	293.67'	296.15'
C10	633.00'	201°19'05\"/>	S 09°12'02\"/>	293.67'	296.15'
C11	533.00'	115°11'15\"/>	S 46°44'09.5\"/>	33.47'	36.67'
C12	25.00'	84°02'01\"/>	S 60°04'12\"/>	25.68'	27.21'
C13	25.00'	62°21'16\"/>	S 01°14'59\"/>	92.80'	531.62'
C14	100.00'	90°42'32\"/>	S 01°14'59\"/>	92.80'	531.62'
C15	25.00'	62°21'16\"/>	N 57°34'36\"/>	25.68'	27.21'
C16	25.00'	84°02'01\"/>	S 1°28'39.5\"/>	33.47'	36.67'
C17	533.00'	117°13'37\"/>	S 12°28'39.5\"/>	106.44'	106.60'
C18	467.00'	134°58'44\"/>	S 01°21'00\"/>	278.10'	282.39'
C19	643.00'	22°11'15\"/>	S 07°34'54.5\"/>	320.56'	322.56'
C20	643.00'	22°11'15\"/>	S 07°34'54.5\"/>	320.56'	322.56'
C21	1033.00'	86°33'06\"/>	S 46°49'26\"/>	227.21'	250.95'
C22	166.00'	86°33'06\"/>	S 46°49'26\"/>	227.21'	250.95'
C23	25.00'	90°00'00\"/>	S 45°07'59\"/>	35.36'	39.27'
C24	25.00'	90°00'00\"/>	S 45°07'59.5\"/>	35.36'	39.27'
C25	25.00'	89°59'00\"/>	N 45°07'53.5\"/>	35.36'	39.27'
C26	25.00'	92°22'50\"/>	N 45°07'53.5\"/>	35.36'	39.27'
C27	987.00'	92°22'50\"/>	S 88°50'14.5\"/>	90.72'	90.78'
C28	987.00'	92°22'50\"/>	S 88°50'14.5\"/>	90.72'	90.78'
C29	1033.00'	135.35\"/>	S 82°11'03\"/>	268.81'	268.81'
C30	1033.00'	135.35\"/>	S 82°11'03\"/>	268.81'	268.81'
C31	1033.00'	135.35\"/>	S 82°11'03\"/>	268.81'	268.81'
C32	1033.00'	135.35\"/>	S 82°11'03\"/>	268.81'	268.81'
C33	100.00'	69°16'54\"/>	S 86°52'16\"/>	107.92'	114.60'
C34	767.00'	18°15'08\"/>	S 14°16'15\"/>	34.53'	34.70'
C35	767.00'	18°15'08\"/>	S 00°10'36\"/>	111.06'	111.14'
C36	767.00'	18°15'08\"/>	S 07°37'02.5\"/>	97.46'	97.53'
C37	533.00'	64°25'50\"/>	S 12°28'39.5\"/>	62.43'	62.47'
C38	533.00'	64°25'50\"/>	S 12°28'39.5\"/>	62.43'	62.47'
C39	533.00'	64°25'50\"/>	S 12°28'39.5\"/>	62.43'	62.47'
C40	100.00'	12°21'46\"/>	S 09°59'19\"/>	21.54'	21.57'
C41	100.00'	12°21'46\"/>	S 09°59'19\"/>	21.54'	21.57'
C42	100.00'	28°57'18\"/>	S 71°08'15\"/>	50.00'	50.54'
C43	100.00'	28°57'18\"/>	S 42°10'55\"/>	50.00'	50.54'
C44	100.00'	28°57'18\"/>	S 15°43'41\"/>	50.00'	50.54'
C45	100.00'	28°57'18\"/>	S 44°40'59\"/>	50.00'	50.54'
C46	100.00'	28°57'18\"/>	S 73°58'17\"/>	50.00'	50.54'
C47	100.00'	33°07'48\"/>	N 85°19'10\"/>	68.44'	69.74'
C48	100.00'	12°21'46\"/>	S 09°16'10\"/>	21.54'	21.57'
C49	533.00'	4°06'42\"/>	S 09°16'10\"/>	38.24'	38.25'
C50	533.00'	4°06'42\"/>	S 09°16'10\"/>	38.24'	38.25'
C51	767.00'	5°05'10\"/>	S 48°02'27\"/>	110.26'	110.60'
C52	767.00'	5°05'10\"/>	S 09°24'53\"/>	118.45'	118.87'
C53	767.00'	5°05'10\"/>	S 09°24'53\"/>	118.45'	118.87'
C54	100.00'	12°19'29\"/>	S 09°40'33.5\"/>	21.44'	21.51'
C55	100.00'	74°17'37\"/>	S 52°59'10.5\"/>	120.37'	120.67'
C56	281.00'	360°00'00\"/>	Circle	Circle	182.21'

There are no objections to this plat with respect to the land shown on this plat and (2).  
Sited as provided by a 236.12, Wis. Stat.  
Certified September 8, 2022  
Christopher J. Remmer  
Wisconsin Land Surveyor  
Department of Administration

**Pauloski Development**  
NEPCOLake  
Cable Rock Lake  
1801 9th Ave. S.  
Madison, Wisconsin 53704  
Phone: 608-262-1111

RECORDING INFORMATION  
CDB Land and Investment, LLC  
Wisconsin Branch, WI 54495-3327

## EXHIBIT D

### LEGAL DESCRIPTION OF EXPANSION PROPERTY

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.

Parcel 4 of Juneau County Certified Survey Map No. 747 recorded in Volume 3 of CSM, Page 213, 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 of Juneau County Certified Survey Map No. 748 as recorded in Volume 3 of CSM Page 214 as Document No. 267429, being a part of the North Half of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

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

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

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

The Northeast Quarter of the Northeast Quarter 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.

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

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

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

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



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

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

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

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

**DOCUMENT # 761729  
RECORDED 05-24-2024 at 2:15 PM  
STACY D. HAVILL, REGISTER OF DEEDS  
JUNEAU CO., WI  
FEE AMOUNT: \$30.00**

**TOTAL PAGES: 11**

Document Number

Title of Document

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Sunset Lake at Sand Point is made this 20<sup>th</sup> day of May, 2024.

**RECITALS**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for Sunset Lake at Sand Point dated the 3<sup>rd</sup> day of October, 2022, was recorded on the 10<sup>th</sup> day of October, 2022, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 753690 (the "Restrictions"); and

**WHEREAS**, the Restrictions cover all Lots within the Sunset Lake at Sand Point Subdivision, all located in the Town of Germantown, Juneau County, Wisconsin, which are legally described on Exhibit B of the Restrictions; and

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

**WHEREAS**, the Declarant and its Affiliates desire to submit additional lands to the Restrictions as set forth in this Amendment; and

**WHEREAS**, the Declarant and its Affiliates desire to amend certain provisions of Article II of the Restrictions to limit the sales of new homes; 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

Record this document with the Register of Deeds

Name and Return Address:

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

**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 and fine to be levied by the Association on behalf of and payable to the Developer for not remedying identified violations of the restrictions on the display and placement of signs; and

**NOW, THEREFORE**, the Restrictions for Sunset Lake at Sand Point are hereby amended as follows:

1. The real estate legally described on Exhibit A attached hereto and further depicted on the Final Plat of the First Addition to Sunset Lake at Sand Point attached hereto as Exhibit B (the "First Addition") is hereby subject to the terms of the Restrictions. Lots 42 through 55 inclusive of the First Addition as set forth herein are subject to the Restrictions, and all purchasers of such lots and their successors in interest of any portion of the First Addition, and each and every conveyance of any portion of the First Addition will be subject to the Restrictions.

2. **Article II – Use of Land**

**Limitation to New Home Sales**

The twelfth paragraph of Article II –

“Without the prior written consent of the Declarant, any Owner that constructs a speculative home for investment purposes shall be prohibited from selling the home for a period of three (3) years from the date of the issuance of any occupancy permit for the home.”

Shall be amended and replaced with the following:

“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.”

**3. 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,”

**4. Article VII – Architectural Control**

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

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

“10. Owner placing or allowing to be placed, any prohibited sign or info tube = \$1000 fine per day for each day the sign/info tube is present.”

**5. 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.”

**6. 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 Sunset Lake at 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 FIRST ADDITION TO SUNSET LAKE AT SAND POINT

Lot 42 through Lot 55 inclusive of First Addition to Sunset Lake at Sand Point as recorded in Volume 14 of Plats, Page 25-28 as Document Number 761606, being part of the Northeast Quarter of the Southeast Quarter of Section 31 and part of the Northwest Quarter of the Southwest Quarter of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

**EXHIBIT B**

PLAT OF FIRST ADDITION TO SUNSET LAKE AT SAND POINT SUBDIVISION  
(See attached Plats as the following pages)



# First Addition to Sunset Lake at Sand Point



Part of the Northeast Quarter of the Southeast Quarter of Section 31 and part of the Northeast Quarter of the Southwest Quarter of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, including Parcel 2 of Juneau County Certified Survey Map number 747 as recorded in Volume 450 of the County Clerk's Office and Parcel 1 of Juneau County Certified Survey Map number 1079 as recorded in Volume 17 of the County Clerk's Office, and including Parcel 1 of Juneau County Certified Survey Map number 3079 as recorded in Volume 17 of the County Clerk's Office, and including Parcel 1 of Juneau County Certified Survey Map number 682841 and Parcel 1 of Sunset Lake as recorded in Volume 14 of Plots on Pages 11-14 as recorded in Volume 733560.

## A Planned Unit Development

### CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

CR58 Land Investments, Limited Liability Company, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, including Parcel 2 of Juneau County Certified Survey Map number 747 as recorded in Volume 450 of the County Clerk's Office and Parcel 1 of Juneau County Certified Survey Map number 1079 as recorded in Volume 17 of the County Clerk's Office, and including Parcel 1 of Juneau County Certified Survey Map number 3079 as recorded in Volume 17 of the County Clerk's Office, and including Parcel 1 of Juneau County Certified Survey Map number 682841 and Parcel 1 of Sunset Lake as recorded in Volume 14 of Plots on Pages 11-14 as recorded in Volume 733560.

I, the undersigned, do hereby certify that the plat is required by Sec. 236.10 or Sec. 236.12 to be submitted to the following for approval or objection:

The Department of Administration

The town of Germantown.

In witness whereof, the said CR58 Land Investments, LLC has caused these presents to be signed by its Authorized Representative.

This 25th day of April, 2024.

In the presence of:

CR58 Land Investments, LLC  
c/o Brod P. Pauloski  
P.O. Box 1027  
Wisconsin Rapids, WI 54485-1027

\_\_\_\_\_

\_\_\_\_\_

Authorized Representative

STATE OF WISCONSIN  
COUNTY OF JUNEAU, SS

Personally came before me this 20th day of April, 2024,

the above named Brod P. Pauloski, the Authorized Representative of CR58 Land Investments, LLC

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

Christoph J. Renee  
Notary Public, Juneau County, Wisconsin  
My commission expires 23 January, 2026.



Number	Area (sq. ft.)	Lot Area (sq. ft.)	Total Area (sq. ft.)
Lot 42	1,546 sq. ft.	5,171 sq. ft.	15,376 sq. ft.
Lot 43	9,201 sq. ft.	5,228 sq. ft.	18,111 sq. ft.
Lot 44	10,273 sq. ft.	5,245 sq. ft.	17,238 sq. ft.
Lot 45	6,098 sq. ft.	5,145 sq. ft.	22,680 sq. ft.
Lot 46	6,097 sq. ft.	5,144 sq. ft.	22,880 sq. ft.
Lot 47	6,097 sq. ft.	5,144 sq. ft.	22,880 sq. ft.
Lot 48	6,097 sq. ft.	5,144 sq. ft.	22,880 sq. ft.
Lot 49	6,097 sq. ft.	5,144 sq. ft.	22,880 sq. ft.
Lot 50	9,144 sq. ft.	5,215 sq. ft.	18,705 sq. ft.
Lot 51	7,814 sq. ft.	5,188 sq. ft.	15,702 sq. ft.
Lot 52	7,814 sq. ft.	5,188 sq. ft.	15,702 sq. ft.
Lot 53	8,113 sq. ft.	5,129 sq. ft.	20,536 sq. ft.
Lot 54	11,865 sq. ft.	5,128 sq. ft.	25,338 sq. ft.
Lot 55	11,865 sq. ft.	5,128 sq. ft.	25,338 sq. ft.

Number	Direction	Distance
L1	S 61°17'11" E	73.21'
L2	N 89°43'59" W	75.91'
L3	N 72°42'09" W	74.46'
L4	N 48°17'23" W	74.94'
L5	N 25°42'29" W	92.37'
L6	S 76°11'19" W	82.37'
L7	S 49°39'02" W	82.05'
L8	S 39°13'02" W	80.98'
L9	S 67°19'14" W	76.41'
L10	N 88°43'41" W	76.20'
L11	N 79°42'33" W	76.25'
L12	N 79°42'33" W	76.25'
L13	N 79°42'33" W	76.25'
L14	N 79°42'33" W	76.25'
L15	N 79°42'33" W	76.25'
L16	S 22°22'58" W	142.37'
L17	S 00°07'58" W	9.04'
L18	S 89°35'19" E	2.00'
L19	N 86°32'00" E	65.00'
L20	N 14°34'58" E	25.00'
L21	N 77°09'19" W	30.05'
L22	N 79°59'40" W	40.92'
L23	N 79°42'33" W	50.97'
L24	N 79°42'33" W	50.97'
L25	N 92°12'00" E	51.99'
L26	N 46°52'26" E	54.50'
L27	N 86°32'00" E	46.57'
L28	N 86°32'00" E	46.57'
L29	N 01°29'00" W	43.94'
L30	N 04°07'20" W	217.28'
A-B	S 07°43'02" E	2848.54'

Number	Delta	Chord Bearing	Chord Length
C1	133.00'	S 67°35'35" E	37.13' x 36.55" E 142.12'
C2	167.00'	N 78°22'33" W	66.54' x 66.93'
C3	233.00'	N 78°22'33" W	92.84' x 93.46'
C4	333.00'	N 28°57'40.5" W	250.31' x 256.62'
C5	25.00'	N 35°45'32" W	35.81' x 32.32'
C6	25.00'	N 35°45'32" W	35.81' x 32.32'
C7	100.00'	N 84°42'06" W	109.63' x 122.37'
C8	25.00'	N 75°13'10" W	30.51' x 32.82'
C9	399.00'	N 75°13'10" W	379.55' x 16.76'
C10	467.00'	N 75°13'10" W	379.55' x 16.76'
C11	533.00'	N 87°46'45" W	331.93' x 339.34'
C12	300.00'	N 80°26'07" W	376.84' x 387.30'
C13	386.00'	N 80°26'07" W	440.07' x 140.93'
C14	25.00'	N 49°28'00" W	35.36' x 39.27'
C15	25.00'	N 49°28'00" W	35.36' x 39.27'
C16	25.00'	N 49°28'00" W	35.36' x 39.27'
C17	25.00'	N 49°28'00" W	35.36' x 39.27'
C18	25.00'	N 49°28'00" W	35.36' x 39.27'
C19	133.00'	S 50°03'03" E	113.00' x 116.76'
C20	133.00'	S 82°22'50.5" E	33.09' x 33.77'
C21	399.00'	N 67°36'23" W	14.69' x 14.70'
C22	399.00'	N 67°36'23" W	37.41' x 37.42'
C23	100.00'	N 14°50'52.5" W	54.12' x 54.80'
C24	100.00'	N 14°50'52.5" W	53.55' x 54.21'
C25	100.00'	N 14°50'52.5" W	53.55' x 54.21'
C26	100.00'	N 25°40'28" W	46.82' x 49.11'
C27	100.00'	N 25°40'28" W	46.82' x 49.11'
C28	100.00'	N 25°40'28" W	46.82' x 49.11'
C29	100.00'	N 25°40'28" W	46.82' x 49.11'
C30	467.00'	S 34°27'43" W	30.93' x 30.93'
C31	467.00'	S 34°27'43" W	30.93' x 30.93'
C32	467.00'	S 34°27'43" W	30.93' x 30.93'
C33	467.00'	S 34°27'43" W	30.93' x 30.93'
C34	467.00'	S 34°27'43" W	30.93' x 30.93'
C35	386.00'	N 87°46'45" W	331.93' x 339.34'

Number	Chord Bearing	Chord Length
C1	133.00'	142.12'
C2	167.00'	66.54'
C3	233.00'	92.84'
C4	333.00'	250.31'
C5	25.00'	35.81'
C6	25.00'	35.81'
C7	100.00'	109.63'
C8	25.00'	30.51'
C9	399.00'	379.55'
C10	467.00'	379.55'
C11	533.00'	331.93'
C12	300.00'	440.07'
C13	386.00'	440.07'
C14	25.00'	35.36'
C15	25.00'	35.36'
C16	25.00'	35.36'
C17	25.00'	35.36'
C18	25.00'	35.36'
C19	133.00'	113.00'
C20	133.00'	33.09'
C21	399.00'	14.69'
C22	399.00'	37.41'
C23	100.00'	54.12'
C24	100.00'	53.55'
C25	100.00'	53.55'
C26	100.00'	46.82'
C27	100.00'	46.82'
C28	100.00'	46.82'
C29	100.00'	46.82'
C30	467.00'	30.93'
C31	467.00'	30.93'
C32	467.00'	30.93'
C33	467.00'	30.93'
C34	467.00'	30.93'
C35	386.00'	331.93'

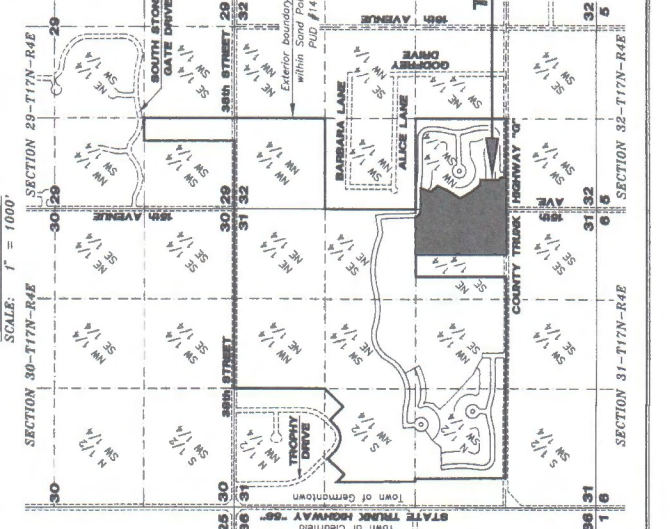
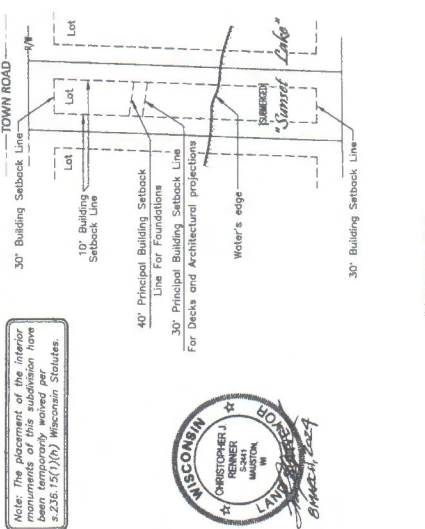
Number	Tangent Bearing	Tangent Length
T1	N 25°14'07" W	35.36'
T2	N 25°14'07" W	35.36'
T3	N 66°53'05" W	30.93'
T4	N 66°53'05" W	30.93'
T5	N 02°51'03" E	30.93'
T6	N 02°51'03" E	30.93'
T7	N 71°22'07" E	30.93'
T8	N 71°22'07" E	30.93'
T9	N 87°41'44" W	48.18'

Typical Lot Building setbacks per 3.08 Town of Germantown Zoning Ordinance at.41.

NOT TO SCALE

Note: The placement of the interior monuments of this subdivision have been approved by the Wisconsin Department of Administration.

Notary Seal for Christoph J. Renee, Notary Public, Juneau County, Wisconsin



### JUNEAU COUNTY REGISTER OF DEEDS:

Register's Office  
Juneau County, Wis. \$\$\$  
Received for record this 14th day of May, 2024, at 1:30 p.m. and recorded in Volume 14 of Plots, Page 25-26 as Document number 161688.

\_\_\_\_\_  
Steph J. Howell  
Register of Deeds

### LAND, FORESTRY, PARKS AND ZONING COMMITTEE APPROVAL:

Resolved that the Plat of First Addition to Sunset Lake at Sand Point is hereby approved by the Land, Forestry, Parks and Zoning Committee on:

Date: 4-25-2024  
David Dwaney, N.H.  
Zoning Administrator

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

Date: 4-24-2024  
Dana L. Koptars  
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 unredemmed tax liens, unpaid taxes or unpaid assessments affecting any of the lands included in this plat as of the dates listed below.

Date: 5/16/24  
Doreen Hill  
Town Treasurer

Date: 4/26/2024  
Doreen Hill  
County Treasurer

### TOWN OF GERMANTOWN:

Resolved that the Plat of First Addition to Sunset Lake at Sand Point is hereby approved by the town board of the town of Germantown.

Date: 5/16/24  
Greg Jensen  
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: 5/16/24  
Richard Alexander  
Zoning Administrator

Sheet 1 of 4

REWARD FOR  
C588 LAKESIDE DRIVE  
P.O. Box 1027  
Wisconsin Rapids, WI 54495-1027

**Pauloski Development**  
NEFCO  
Castle Rock, WI  
18674 Dale Road  
New Union, Wisconsin 53599  
Office 830-551-1111

# First Addition to Sunset Lake at 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 April 17, 2024.  
[Signature]  
Department of Administration

Note: The placement of the interior corner monument of this subdivision have been temporarily waived per s. 236.15(7)(b) Wisconsin Statutes.

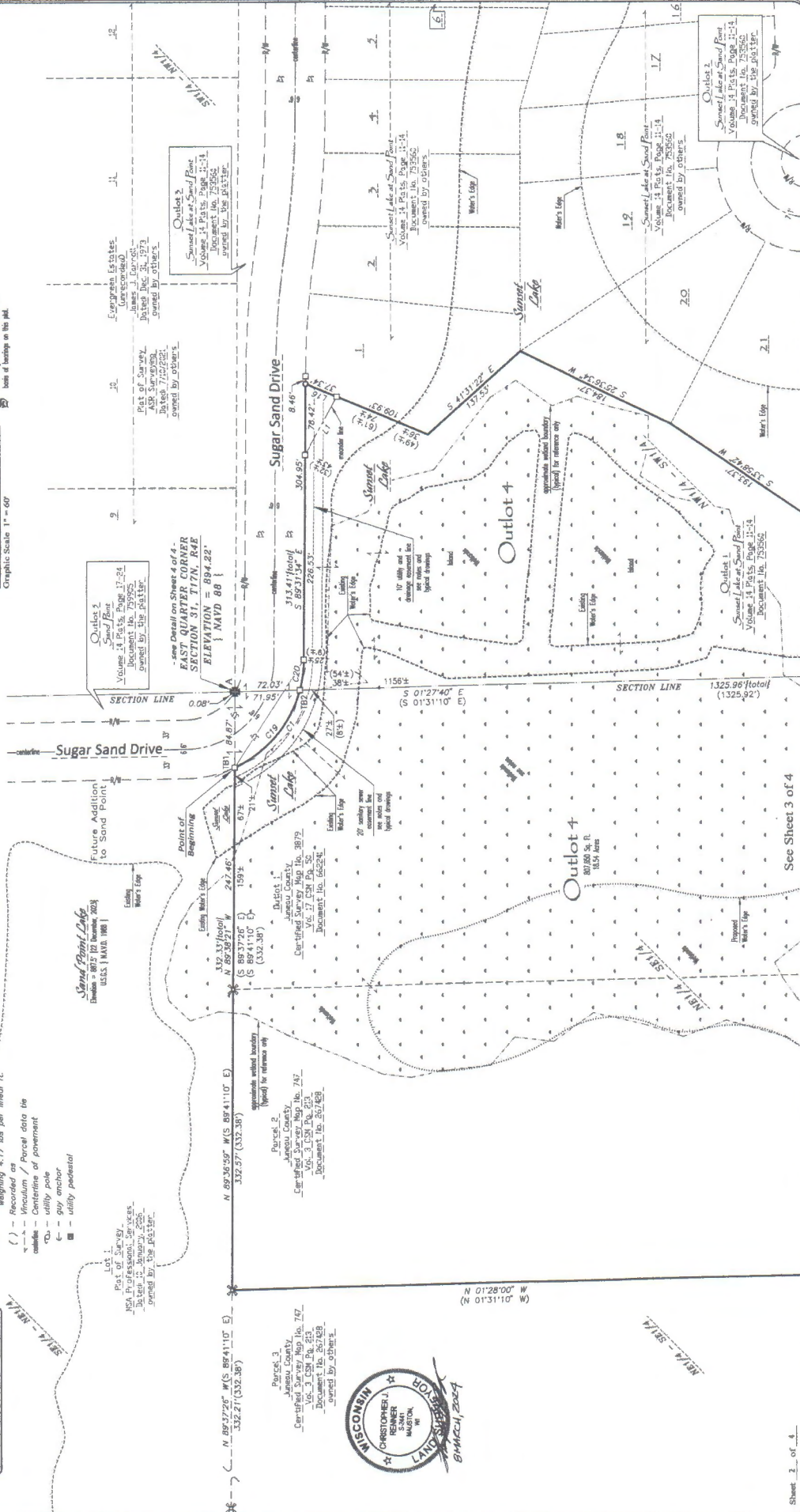
- LEGEND:**
- Harrison cast iron monument, found
  - 2 3/8" O.D. round iron pipe, found
  - 1 5/8" O.D. round iron pipe, found
  - 1 1/4" O.D. round iron pipe, found
  - 1 1/8" O.D. round iron pipe, found
  - 1 1/4" round iron rod, found
  - 3/4" round iron rod, found
  - Railroad spike, found
  - Masonry nail, found
  - 3/4" x 18" round iron re-bar, placed weighing 1.50 lbs per linear ft.
  - 1 1/4" x 18" round iron rod, placed weighing 4.17 lbs per linear ft.
  - Recorded parcel data for subdivision.
  - Contention of pavement.
  - Utility pole.
  - Guy anchor.
  - Utility pedestal.

## A Planned Unit Development

Part of the Northeast Quarter of the Southwest Quarter of Section 31 and part of the Northeast Quarter of Section 32, T17N, R4E, S12W, 4 East, Town of Wisconsin, Juneau County, Wisconsin, including Parcel 2 of Juneau County Certified Survey Map Number 747 as recorded in Volume 3 of CSM on Page 213 as Document Number 267428, Lot 1 and part of Outlet 1 of Juneau County Certified Survey Map Number 747 as recorded in Volume 14 of CSM on Page 11-14 as Document Number 662241 and Outlet 1 of Sunset Lake at Sand Point as recorded in Volume 14 of Plats on Pages 11-14 as Document Number 753560.



The East line of the Northeast Quarter of the Southwest Quarter of Section 31 and part of the Northeast Quarter of Section 32, T17N, R4E, S12W, is a bearing of S 072°46' E on the lots of layout on this plat.



# First Addition to Sunset Lake at Sand Point

The East line of the Northeast Quarter of the Southeast Quarter of Section 31, and part of the Northwest Quarter of the Southeast Quarter of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, is shown as a bearing and distance of 4.236.15' (1) and (2), with a bearing of S 127° 07' E, and a distance of 1220.98'.

There are no objections to this plat with respect to the bearing and distance of 4.236.15' (1) and (2), with a bearing of S 127° 07' E, and a distance of 1220.98'.

Certified: April 17, 2024.

*Don Linn*  
 Department of Administration

Note: The placement of the interior monuments shown here from temporary waived per s.236.15(1)(b) Wisconsin Statutes.

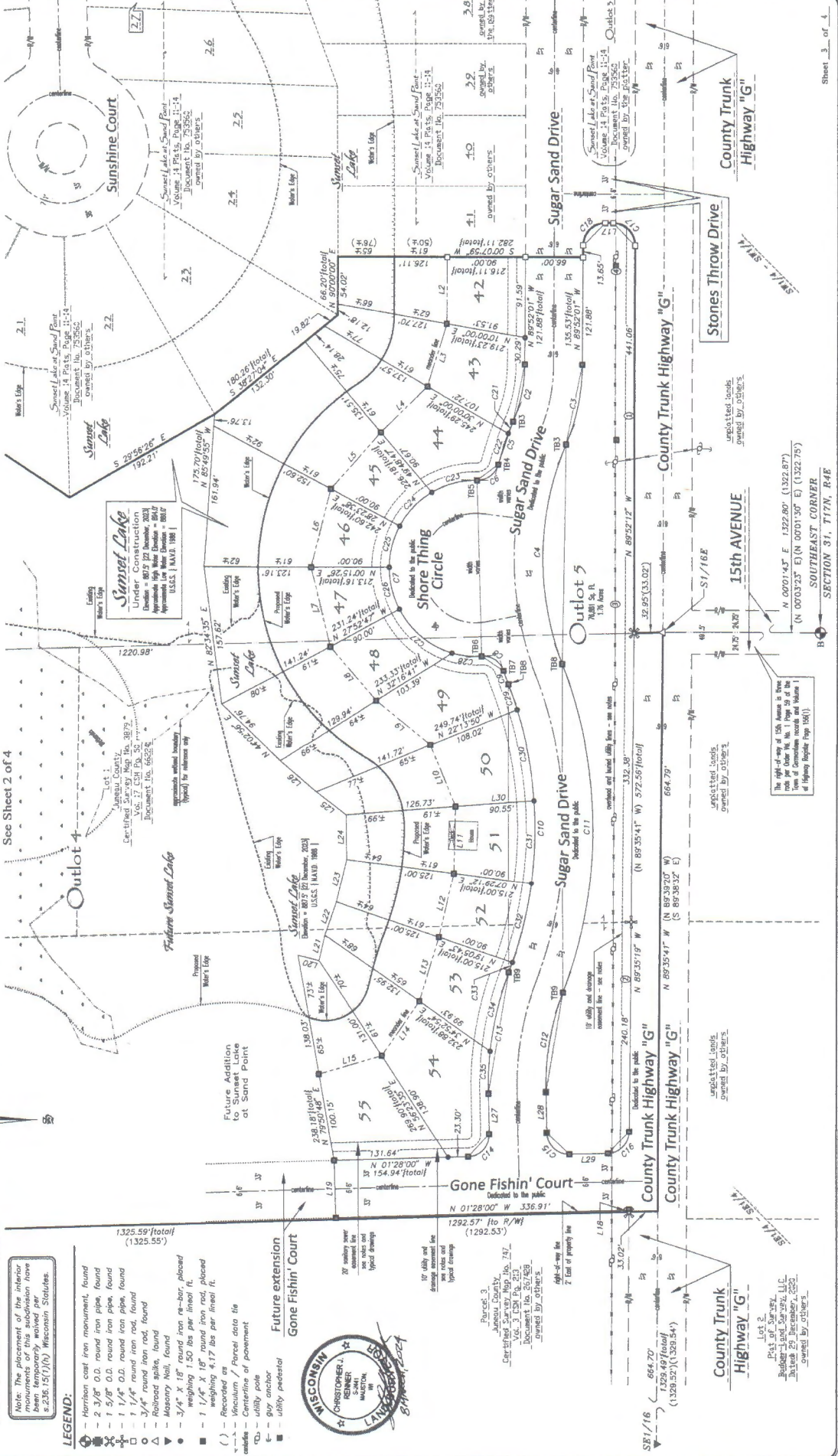
- LEGEND:**
- - Harrison cast iron monument, found
  - - 2 3/8" O.D. round iron pipe, found
  - ⊙ - 1 5/8" O.D. round iron pipe, found
  - ⊚ - 1 1/4" O.D. round iron pipe, found
  - ⊛ - 3/4" round iron rod, found
  - △ - Railroad spike, found
  - ▽ - Masonry nail, found
  - ◆ - 3/4" x 18" round iron re-bar, placed weighing 1.50 lbs per linear ft.
  - - 1 1/4" x 18" round iron rod, placed weighing 4.17 lbs per linear ft.
  - ( ) - Recorded as
  - ▭ - Precinct or monument outside
  - utility pole
  - ⊕ - guy anchor
  - utility pedestal



A Planned Unit Development

See Sheet 2 of 4

Part of the Northeast Quarter of the Southeast Quarter of Section 31, and part of the Northwest Quarter of the Southeast Quarter of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, is shown as a bearing and distance of 4.236.15' (1) and (2), with a bearing of S 127° 07' E, and a distance of 1220.98'.



# First Addition to Sunset Lake at Sand Point



Part of the Northeast Quarter of the Southeast Quarter of Section 31 and part of the Northwest Quarter of Section 31, Townships 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, including Parcel 2 of Juneau County Certified Survey Map number 747 as recorded in Volume 3 of CSM on Page 213 on Document number 267433, Lot 1 and part of Outlot 1 of Juneau County Certified Survey Map number 3879 as recorded in Volume 1 of CSM on Page 50 on Document number 682241 and Outlot 1 of Sunset Lake at Sand Point as recorded in Volume 14 of Plats on Pages 11-14 as Document number 753560, bounded and described as follows:

## A Planned Unit Development

**UTILITY EASEMENT RESTRICTION:**  
No utility pole, pedestal or cable shall be placed so as to disturb any survey monument or obstruct vision along any lot or street line. The unauthorized disturbance of a survey monument is a violation of S.23.03(2) of Wisconsin Statutes.

Utility easements set forth herein are for the use of the utility companies listed below. The utility companies having the right to serve this subdivision are listed below.

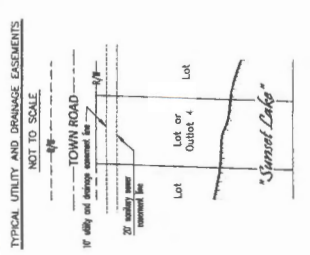
### UTILITY COMPANY LIST

- ALLIANT Electric Cooperative  
1800 N. Oakdale, Unit 204  
Tomah, WI 54660  
608-841-2468
- ELECTRIC / GAS: Alliant Energy  
130 S. State Street  
Madison, WI 53703  
608-847-1315
- TELEPHONE AND INTERNET  
Lamonte's Valley Telephone Co.  
P.O. Box 267  
Camp Douglas, WI 54618  
608-474-6315
- TELEPHONE: TDS Telecom  
1000 W. Washington Ave.  
Madison, WI 53717  
608-684-5642
- SANITARY SEWER: O'Dell's Bay  
Sanitary District #1  
94932  
New Lisbon, WI 53950  
608-582-3880

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

Certified: April 17, 2024

*Dr. J. Reiner*  
Department of Administration



### SURVEYOR'S CERTIFICATE:

I, Christopher J. Reiner, Professional Land Surveyor, hereby certify that I have surveyed, divided and subdivided the land shown on this plat into lots and blocks, and that the boundaries of the Quarter of the Southeast Quarter of Section 31 and part of the Northwest Quarter of the Southwest Quarter of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, including Parcel 2 of Juneau County Certified Survey Map number 747 as recorded in Volume 3 of CSM on Page 213 on Document number 267433, Lot 1 and part of Outlot 1 of Juneau County Certified Survey Map number 3879 as recorded in Volume 1 of CSM on Page 50 on Document number 682241 and Outlot 1 of Sunset Lake at Sand Point as recorded in Volume 14 of Plats on Pages 11-14 as Document number 753560, bounded and described as follows:

Commencing at the East Quarter-corner of said Section 31 and the Northeast corner of Outlot 1 of said Outlot 1 a distance of 84.87 feet to the POINT OF BEGINNING, the Westerly right-of-way line of Sugar Sand Drive and a non-tangent curve to the left which has a radius of 133.00 feet, a delta angle of 64°35'35" and a chord that bears S 57°13'46.5" E a distance of 149.83 feet, thence S 89°21'54" E along the Southerly right-of-way line of said Sugar Sand Drive a distance of 324.95 feet to the Northeast corner of Outlot 1 of Sunset Lake at Sand Point, thence the following bearings and distances along Outlot 1 of said Sunset Lake at Sand Point: thence S 82°55'34" W a distance of 222.22 feet, thence S 25°36'54" W a distance of 184.37 feet, thence S 37°58'42" W a distance of 183.27 feet, thence S 23°55'26" E a distance of 192.21 feet, thence S 36°27'04" E a distance of 180.26 feet, thence N 87°00'00" E a distance of 68.20 feet, thence S 0°07'59" W a distance of 282.11 feet, thence S 89°25'01" E a distance of 19.80 feet to a curve to the right which has a radius of 35.35 feet, thence along the arc of said curve a distance of 38.23 feet, thence S 0°07'59" W a distance of 9.04 feet to a curve to the right which has a radius of 23.00 feet, a delta angle of 89°59'49" and a chord that bears S 45°07'53.5" W a distance of 35.35 feet, thence along the curve to the right a distance of 35.35 feet, thence S 89°52'12" W along said North right-of-way line a distance of 441.06 feet to the East line of the Northeast Quarter of the Southeast Quarter of said Section 31, the Southeast corner of Outlot 1 of said Sunset Lake at Sand Point and the East line of Lot 1 of said Sunset Lake at Sand Point, S 01°27'40" E along the East line of the Northeast Quarter of the Southeast Quarter of said Section 31 and the East line of Lot 1 a distance of 32.95 feet to the Southwest corner thereof, thence N 86°35'41" W along the South line of the Northeast Quarter of said Section 31 a distance of 66.79 feet, thence S 89°26'59" E along the North line of said Section 31 a distance of 66.79 feet, thence S 89°52'12" W along the North line of said Outlot 1 a distance of 247.46 feet to the Southwest corner of said Parcel 2, thence N 01°28'00" W along the West line of said Parcel 2 a distance of 1325.59 feet to the Northwest corner thereof, thence S 89°26'59" E along the North line of said Parcel 2 a distance of 66.79 feet to the Northwest corner of Outlot 1 of said Sunset Lake at Sand Point, thence along the North right-of-way line of Sugar Sand Drive and the POINT OF BEGINNING.

I further certify that this plat is a correct representation of all exterior boundaries of the lots surveyed and the subdivision thereof, made, that I have made such survey, land division and plat by the use of the owner's and land and that the same fully comply with the provisions of the Statutes of this State relating to the Surveyors' Acts, Chapter A. 1-7 of the Wisconsin Code and the subdivision regulations of the County of Juneau and the Town of Germantown in surveying, dividing and mapping the same.

Dated: 8 March, 2024



Christopher J. Reiner, Professional Land Surveyor #241

Sheet 1 of 1  
REMOVED FOR  
CRS and Investments, LLC  
Wisconsin North, WI, 54495-1027

**Pauloski Development**  
NEFCOLake  
Castle Rock Lake  
NEFCOLake  
1818 Lake Meunier, SPO  
WI 54985-1027  
Phone: 608-596-1771

### EXISTING EASEMENTS AND UTILITIES:

- Existing Right of Way Easements:  
Recorded in Volume 14 of Miscellaneous, Page 268  
Granted unto Wisconsin Telephone Company, the privilege to erect and maintain its poles, wires, anchors and other appurtenances necessary in the conduct of its business, both on and over the NW 1/4 of the SW 1/4 of Section 32 in the town of Germantown, County of Juneau, Wisconsin; to trim at any time all trees along the line described so as to clear the wires at least four (4) feet.
- This easement is applicable to Outlot 5 and lies along the North side of County Trunk Highway "C" for the purpose of tree trimming but contains no specific location or width except a clear zone which is defined by an at least measurement.
- Recorded in Volume 14 of Miscellaneous, Page 263  
Granted unto Wisconsin Telephone Company, the privilege to erect and maintain its poles, wires, anchors and other appurtenances necessary in the conduct of its business, both on and over the West 1/2 of the South 1/4 of Section 32 Township 17 Range 4 of Germantown, County of Juneau, Wisconsin; to trim at any time all trees along the line described so as to clear the wires at least six (6) feet, to cut down any present or future trees or portions of trees located beneath and which may be in the judgment of the surveyor necessary for the proper installation of other equipment placed as above mentioned.
- This easement is applicable to Outlot 5 and lies along the North side of County Trunk Highway "C" for the purpose of tree cutting and trimming but contains no specific location or width except a clear zone which is defined by an at least measurement.
- Existing Right of Way Easement:  
Recorded in Volume 14 of Miscellaneous, Page 260  
Granted unto Wisconsin Telephone Company, the privilege to erect and maintain its poles, wires, anchors and other appurtenances necessary in the conduct of its business along the North side of the Highway being County Trunk Highway "C" for the purpose of tree trimming but contains no specific location or width except a clear zone which is defined by an at least measurement.
- Existing utility easement:  
No easement of record was found for this utility. The sign adjacent to it bears the name Lynx Networks and is 22' North of the North right-of-way line of County Trunk Highway "C".

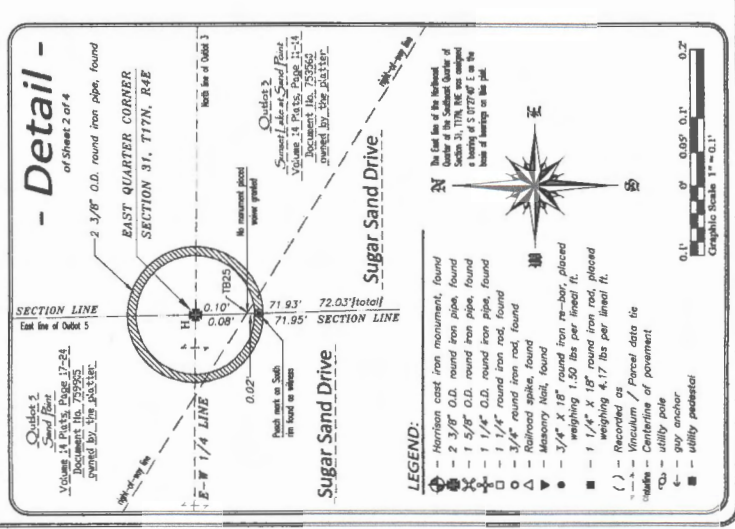
**ZONING:**  
This property is zoned:  
PUD - Planned Unit Development District

**AREA:**  
Area of First Addition to Sunset Lake at Sand Point  
1,272.689 Sq. Ft.  
299.22 Acres

**NOTES:**  
Sunset Lake at Sand Point is subject to the declaration of covenants, conditions and restrictions recorded as Document number 753560.  
The 10' utility and drainage easement, as shown herein, are also provided to these lots and incorporated into this subdivision.  
The 10' drainage easements, as shown herein, are granted to the Town of Germantown, County of Juneau, Wisconsin; to trim at any time all trees along the line above described so as to clear the wires at least four (4) feet.  
The 10' utility and drainage easement and 20' sanitary sewer easement, within Outlot 1 of Sunset Lake at Sand Point, are shown as shown herein. The approximate wetland boundaries, as shown herein, are per the wetland delineations of 2007 and 2016.  
Sunset Lake is a man made impoundment currently under construction.  
Required Fieldwork Completed - 5 March, 2024

Note: The placement of the interior monuments of this subdivision have a 2.58x1.51(1/16) Wisconsin tolerance.

Note: See Section 1915 and drainage easements, including setback drawings and notes for more information.



- LEGEND:**
- Horizontal 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 1/4" round iron rod, found
  - Reference monument, found
  - Memory Mark, found
  - 3/4" x 18" round iron m-bay, 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
  - Centerline / Parcel data to
  - Utility pole
  - utility pole
  - utility pedestal

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

**DOCUMENT # 763726  
RECORDED 10-16-2024 at 2:25 PM  
STACY D. HAVILL, REGISTER OF DEEDS  
JUNEAU CO., WI  
FEE AMOUNT: \$30.00**

Document Number

Title of Document

**TOTAL PAGES: 5**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sunset Lake at Sand Point is made this 14<sup>th</sup> day of October, 2024.

**RECITALS**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for Sunset Lake at Sand Point dated the 3<sup>rd</sup> day of October, 2022, was recorded on the 10<sup>th</sup> day of October, 2022, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 753690; and the First Amendment dated the 20<sup>th</sup> day of May, 2024, was recorded on the 24<sup>th</sup> day of May, 2024, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 761729 (together, the "Restrictions"); and

**WHEREAS**, the Restrictions cover all Lots within the Sunset Lake at Sand Point Subdivision, and all Lots within the First Addition to Sunset Lake at 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 first page, 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 III of the Restrictions to provide for an exception regarding Lot 51 of the First Addition to Sunset Lake at Sand Point; and

Record this document with the Register of Deeds

Name and Return Address:

Pavloski Development, LLC  
W5587 38<sup>th</sup> Street  
New Lisbon, WI. 53950

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

**NOW, THEREFORE**, the Restrictions for Sunset Lake at Sand Point are hereby amended as follows:

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

The following language shall be added after the fourth paragraph of Article III –

“The existing home located on Lot 51 of the First Addition to Sunset Lake at Sand Point, together with its detached garage shall not be subject to the 1000 square foot minimum living space or attached garage requirements.”

2. **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,







## EXHIBIT A

### LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 through Lot 41 inclusive of Sunset Lake at Sand Point as recorded in Volume 14 of Plats, Page 11-14 as Document Number 753560, being part of the Northwest Quarter of the Southwest Quarter of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 42 through Lot 55 inclusive of First Addition to Sunset Lake at Sand Point as recorded in Volume 14 of Plats, Page 25-28 as Document Number 761606, being part of the Northeast Quarter of the Southeast Quarter of Section 31 and part of the Northwest Quarter of the Southwest Quarter of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.