

**DECLARATION OF CONDOMINIUM
FOR
SUNSET CONDOMINIUMS AT NORTHERN BAY**

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**DECLARATION OF CONDOMINIUM
FOR SUNSET CONDOMINIUMS AT
NORTHERN BAY**

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DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made this 5th day of December, 2003, by NORTHERN BAY, LLC, a Wisconsin limited liability company (the "Declarant").

ARTICLE I

DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all easements, rights and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01 Name. The name of the condominium created by this Declaration (the "Condominium") is "Sunset Condominiums at Northern Bay."

2.02 Legal Description. The land comprising the Property (the "Land") is located in the Town of Strong's Prairie, County of Adams, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

2.03 Address. The address of the Condominium is 1841 20th Avenue, Arkdale, WI 54613.

ARTICLE III

DESCRIPTION OF UNITS

3.01 Identification of Units. The Condominium shall initially consist of up to eighteen buildings (individually, a "Building" and collectively, the "Buildings") each of which shall contain eight (8) units (individually a "Unit" and collectively the "Units") as identified on the condominium plat attached hereto as Exhibit B and made a part hereof (the "Condominium Plat"). Five (5) Buildings identified on the Condominium Plat as Buildings 17, 18, 19, 20 and 31, consisting of a total of forty (40) Units are constructed as of the date hereof. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries and dimensions of each Unit. The initial Units shall be identified by a Unit number as set forth on Exhibit C and as numbered on the Condominium Plat. The Condominium shall be subject to expansion as described in Article VI. Each owner of a Unit is referred to as a "Unit Owner." Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02 Boundaries of Units. The boundaries of each Unit (except the Hotel Unit and the Community Clubhouse Unit, as described in Sections 6.06 and 6.07, below) shall be as follows:

(a) Upper Boundary. The upper boundary of the Unit shall be the interior lower surface of the undecorated finished ceiling extended to an intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary of the Unit shall be the upper surface of the unfinished floor extended to an intersection with the perimetrical boundaries.

(c) **Perimetrical Boundary.** The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the exterior walls (in the case of exterior walls) or the vertical planes measured from the midpoint of the interior walls (in the case of walls separating Units), in either case extending to intersections with each other and with the upper and lower boundaries.

3.03 **Description of Units.** It is intended that the surface of each plane described above (be it tiles, papered, paneled, carpeted or otherwise covered) is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

(a) Windows and doors (with hardware) which provide direct access to or within the Unit, with the exception of exterior doors to common hallways in a Building which shall be Limited Common Elements as defined below.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, telefax, cable television, computer, internet, stereo or other sound systems, if any, including outlets, switches, hardware and other appurtenances serving them.

(f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

(g) The heating, ventilating and air conditioning system, including the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections, thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical or mechanical systems of the Building serving more than one (1) Unit, even if located within the Unit. Any

structural components, plumbing, electrical, mechanical and public or private utility lines running through a Unit that serve more than one Unit are Common Elements.

3.04 Adjustment of Unit Boundaries; Separation of Units. Boundaries between Units may be reallocated only by a duly-enacted amendment to this Declaration meeting the requirements of Article XIII and only upon compliance with Section 703.13(6) of the Condominium Ownership Act. A Unit may be separated into two or more units only by a duly-enacted amendment to this Declaration meeting the requirements of Article XIII and only upon compliance with Section 703.13(7) of the Condominium Ownership Act. No boundaries of any Units may be reallocated and no Unit may be separated hereunder without the consent of all Mortgagees (as defined in Article XII) having an interest in the Unit or Units affected.

3.05 Future Addition of Garage. If a Unit Owner desires to erect a garage to be attached to its Unit or expand an existing garage, such Unit Owner shall present its request to the Association together with plans and specifications for such garage addition. The Association shall, in good faith, consider such request and shall make such accommodations to the Unit Owner as the Association, in its sole discretion, deems to be in the best interest of the Condominium. The Association may condition approving such request upon the Unit Owner entering into a lease, easement or other agreement with the Association to allow the garage or expansion to exist upon the Land and within the Common Elements without further amendment to this Declaration. Any such garage or expansion shall be treated as part of the Unit for all purposes. The Association shall have no obligation to accommodate any such request of any Unit Owner. Any approved garage or expansion shall not affect the Unit Owners' percentage interests in the Common Elements.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS; HARBOR AREA

4.01 Common Elements. The common elements (the "Common Elements") include the following:

- (a) The Land;
- (b) The paved driveway, private streets, pedestrian walkways, if any, bicycle pathways, if any, situated on the Land;
- (c) The foundations, columns, pilasters, girders, beams, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses and roofs;

(d) Any mechanical or utility mechanism, connection or service that serves more than one (1) Unit such as power, gas, LP, hot and cold water, heat, water softeners and water heaters.

(e) Elevators and elevator operating mechanisms, if any;

(f) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit;

(g) The common hallways, corridors, lobbies, entrances, exits, stairwells and stairways serving more than one Unit;

(h) Any other portion of the improvements to the Land which is not included within the boundary of a Unit as described above.

4.02 Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All sidewalks, access ways, steps, stoops, stairwells, landings, porches, common hallways, lobbies, elevators, if any, balconies, decks and patios attached to, leading directly to or from, or adjacent to each Unit.

(b) The parking spaces identified on the Condominium Plat as designated and reserved for any Unit.

(c) The mailbox appurtenant to each Unit.

(d) The designated planter situated adjacent to each Unit (the "Planter Area"). The Planter Areas shall not be required to be shown or located on the Condominium Plat.

(e) All storage lockers, if any, identified on the Condominium Plat as designated and reserved for any Unit, and all entrance and exit doors and windows and all appurtenant locking mechanisms and hardware relating to such storage lockers.

4.03 Harbor Area as Common Element. A portion of the Common Elements designated as the Harbor Area on the Condominium Plat shall be subject to

the following terms and conditions, in addition to the terms and conditions affecting the Common Elements set forth herein (unless expressly excepted therefrom). The Harbor Area shall include all driveways, private streets, common grounds, parking areas, pedestrian walkways, bicycle paths, landscaping, security lighting, beaches, piers, boat slips, boat launches and buildings and improvements located within the Harbor Area, if any.

(a) Appointment of Harbor Master. The Association shall have the express power and authority to appoint a Harbor Master to manage the affairs of the Harbor Area, including the management of the use of the piers and boat slips located within the Harbor Area.

(b) Harbor Rules and Regulations. The Association shall promulgate rules and regulations to be included as part of the Rules and Regulations (as defined below). The Association may delegate the responsibility for promulgating such rules and regulations relating to the Harbor Area to the Harbor Master. All rules and regulations relating to the Harbor Area shall be posted in the Harbor Area and shall apply to all users of the Harbor Area.

(c) Harbor Permits. Declarant is attempting to obtain all necessary state and local permits and approvals (the "Harbor Permits") to construct and maintain piers and boat slips within the Harbor Area and to create other water features within the Common Elements of the Condominium. Declarant makes no representations or guaranties that it will obtain the Harbor Permits and be able to construct such piers and boat slips. If the Harbor Permits are obtained, Declarant, at its sole cost and expense, shall cause the construction of all such piers and boat slips and other water features permitted by such Harbor Permits. Declarant makes no representations or guaranties that such permits and approvals shall be permanent. All such permits and approvals shall be held in the name of the Association; and the Association shall use commercially reasonable efforts to maintain such permits and approvals.

(d) Use of Piers and Boat Slips. The use of any piers and boat slips constructed within the Harbor Area shall be made available on a nonexclusive basis to the Unit Owners in common with the owners of units in the Estates at Northern Bay (the "Estates Owners"), and members of the public in accordance with the Harbor Permits, the Rules and Regulations and applicable federal, state and local laws. The Harbor Master shall be charged with the power and authority to lease certain designated piers and boat slips pursuant to leases under which such piers or boat slips shall be for the exclusive use of the lessee during the term of such lease. All such leases of piers and boat slips shall comply with all Harbor Permits, the Rules and

Regulations and all applicable federal, state and local laws, and shall in every way be administered in a uniform manner and not in a manner so as to award a pier or boat slip to the highest bidder. The Harbor Master shall give preference to Unit Owners and Estates Owners equally over members of the general public subject to the Harbor Master's obligation to observe all terms of the Harbor Permits, which may include a reservation of a percentage of boat slips and piers for the general public.

4.04 Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Section 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly-authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the board of directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01 Percentage Interests. The undivided percentage interest in the Common Elements appurtenant to each Unit for all purposes other than those set forth in Section 5.02 shall be a percentage equal to one divided by the total number of Units. If the number of Units changes due to expansion of the Condominium under Article VI, the percentage interest shall be recalculated.

5.02 Percentage Interest for Condemnation or Insurance Proceeds. For the purposes of establishing a Unit Owner's percentage of insurance proceeds or condemnation awards in the event the Condominium is completely destroyed or taken by eminent domain and is not reconstructed, as set forth in Articles X and XI, each Unit Owner shall have a percentage interest in the insurance or condemnation proceeds equal to the percentage assigned to such Unit under Exhibit C. If the number of Units changes due to expansion of the Condominium under Article VI, the percentage interest shall be recalculated based on the relative values of the individual Units compared to all Units that are part of the Condominium as determined by the Declarant in its sole reasonable discretion.

5.03 Conveyance, Lease or Encumbrance of Percentage Interest. Any deed, mortgage, lease or other instrument purporting to convey, encumber or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.04 Voting. The vote of each Unit at meetings of the Association (as defined in Article VII) shall be equal to the percentage of interest in the Common Elements pertaining to such Unit.

5.05 Multiple Owners. If there are multiple owners of any Unit, it shall be necessary for those owners participating in the vote to act unanimously with respect to the vote pertaining to their Unit in order for the vote to be counted. In the alternative, the multiple owners may designate a single owner to exercise the vote pertaining to their Unit and shall file written notice of such designation with the secretary of the Association. Any vote cast by a person so designated shall be deemed to be the unanimous act of the multiple owners unless any of the other multiple owners notifies the secretary of the Association in writing at least forty-eight (48) hours prior to such vote that the vote is not unanimous among the multiple owners, in which case such vote shall be void.

5.06 Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. In the case of a Unit with multiple owners, no Unit Owner shall be entitled to vote on any matter submitted to a vote of Unit Owners until the designation described in Section 5.05 shall have also first been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI

RIGHT TO EXPAND; FUTURE HOTEL AND COMMUNITY CLUBHOUSE

6.01 Reservation of Right. Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described on Exhibit D attached hereto and made a part hereof. Such right to expand may be exercised from time to time within ten (10) years from the date of recording of this Declaration within the Office of the Adams County Register of Deeds. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require the same. Each Owner, by accepting a deed to a Unit, acknowledges that the expansion area or parts thereof may be developed for uses other than as part of the Condominium.

6.02 Number, Location and Style of Units. The maximum number of Units in the Condominium as expanded shall be three hundred twenty (320), plus the Hotel Unit, up to sixty (60) Units resulting from the subdivision of the Hotel Unit into smaller Units, and the Community Clubhouse Unit. Declarant currently anticipates that the Units shall be positioned as shown on the Condominium Plat, but Declarant reserves the right to change the location if required to achieve the best development in the opinion of Declarant. The Units shall consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements. The additional improvements shall be compatible with and shall be of the same or similar quality of construction and materials as the existing improvements. All Units constructed within the expansion area shall be for residential, hotel or community clubhouse uses.

6.03 Effect on Percentage Interest in Common Elements. Upon any expansion as described in this Article VI, the percentage interest in the Common Elements appurtenant to each Unit and calculated under Section 5.01 shall change to

be a percentage equal to one divided by the total number of Units within the Condominium as so expanded, subject to Sections 6.06 and 6.07.

6.04 Effective Date of Expansion. The Condominium shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded in the Office of the Adams County Register of Deeds, which amendment shows the new percentage interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded, and when an amendment to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes. Declarant reserves the right to amend this Declaration, its Exhibits and the Condominium Plat, without any other consent or approval, for the purpose of effecting an expansion of the Condominium.

6.05 Effect of Expansion. Upon the recording of an amendment to the Declaration and Condominium Plat, each Unit Owner, by operation of law, shall have the percentage interests in the Common Elements, liabilities in the Common Expenses, rights to Common Surpluses (as defined below), and shall have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee shall attach, by operation of law, to the new percentage interests in the Common Elements appurtenant to the Unit on which it has a lien. Declarant shall have an easement over, through and under the existing Common Elements to facilitate the expansion; provided, however, any damage to the Common Elements because of Declarant's use of the easement shall be Declarant's responsibility.

6.06 Hotel Unit. See Third Amendment to Declaration of Condominium (pages 2D:1 through 2D:6)

(a) Right to Develop a Hotel. Declarant hereby reserves the right to develop a hotel and any ancillary uses and amenities as part of a future expansion phase of the Condominium. The hotel shall be a designated Unit (herein referred to as the "Hotel Unit") within the Condominium and shall in all ways be subject to the terms and conditions of this Declaration except as expressly modified in this Section 6.06.

(b) Boundaries of the Hotel Unit. The Boundaries of the Hotel Unit shall be a cubicle of air shown on the Condominium Plat (as expanded) determined as follows:

(i) Upper Boundary. The upper boundary of the Hotel Unit shall be a horizontal plane parallel to, and located fifty (50) feet above ground level.

(ii) Lower Boundary. The lower boundary of the Hotel Unit shall be a horizontal plane parallel to, and located fifty (50) feet beneath ground level.

(iii) Perimetrical Boundary. The perimetrical boundaries of the Hotel Unit shall be shown as outlines of the Hotel Unit on the Condominium Plat (as expanded).

(c) Percentage Interest. The Hotel Unit shall be considered equal to forty (40) Units for purposes of calculating its undivided percentage interest in the Common Elements appurtenant to the Hotel Unit.

(d) Use Restrictions. The Hotel Unit may be used as a hotel facility with ancillary uses and amenities. The use of the Hotel Unit for its intended purpose shall not be considered a nuisance. The owner of the Hotel Unit (the "Hotel Unit Owner") shall be permitted to display signage within the Hotel Unit and within the Limited Common Elements appurtenant to the Hotel Unit. The Hotel Unit Owner shall be permitted to display signage within the Common Elements provided such signage complies with all applicable building and zoning codes.

(e) No Representations. All Unit Owners are hereby advised that no representations or warranties have been made or are made by Declarant or any other person with regard to the construction, continuing existence, ownership or operation of the Hotel Unit.

(f) Subdivision of Hotel Unit. The Hotel Unit may be incorporated into the Condominium as a single Unit or, at Declarant's option, as up to sixty (60) separate Units, each of which would be contained within the hotel building and which would have boundaries as described in the amendment expanding the Condominium to include the Hotel Unit.

~~6.07 Community Clubhouse Unit.~~

~~(a) Right to Develop a Community Clubhouse. Declarant hereby is the right to develop a community clubhouse (the "Community Clubhouse") and at the completion phase of the development of the designated Unit (herein referred to as the "Community Clubhouse Unit") within the Condominium and shall in all ways be subject to the terms and conditions of this Declaration except as expressly modified in this Section 6.07.~~

See 2B:3

See 2B:3

See 2B:3

(b) Boundaries of the Community Clubhouse Unit. The Boundaries of the Community Clubhouse Unit shall be a cubicle of air shown on the Condominium Plat (as expanded) determined

See 2B:3

(i) Upper Boundary. The upper boundary of the Community Clubhouse Unit shall be a horizontal plane parallel to, and located fifty (50) feet above ground level.

See 2B:3

The lower boundary of the Unit shall be a horizontal plane parallel to, and located fifty (50) feet beneath ground level.

(iii) Perimetrical Boundary. The perimetrical boundaries of the Community Clubhouse Unit shall be shown as outlines of the Community Clubhouse Unit on the Condominium Plat (as expanded).

(c) Percent. The Community Clubhouse Unit shall be considered equal to one percent (1%) in calculating its undivided percentage interest in the Common Elements appurtenant to the Community Clubhouse Unit.

See 2B:3

(d) Use Restrictions. The Community Clubhouse Unit may be used as a clubhouse facility with ancillary uses and amenities which include, but are not limited to, a recreational facility, spa, restaurant and banquet hall available to guests, invitees and members of the general public. The use of the Unit for its intended purpose shall not be

See 2B:3

The owner of the Community Clubhouse Unit (the "Community Clubhouse Unit Owner") shall be permitted to display signage within the Community Clubhouse Unit and within the Limited Common Elements appurtenant to the Community Clubhouse Unit. The Community Clubhouse Unit Owner shall be permitted to display signage on the Common Elements provided such signage complies with applicable building and zoning codes.

See 2B:3

(e) No Representations. All Unit Owners are hereby advised that no representations or warranties have been made or are made by Declarant or with regard to the construction of the Community Clubhouse Unit.

See 2B:3

See 2B:3

(f) Right to Use. In the event Declarant conveys its fee simple ownership of the Community Clubhouse Unit to the Association, then the Community Clubhouse Unit shall be considered a Common Element, and membership in the Association would confer a conditional right to use the

Community Clubhouse. Such rights to use the Common
 be granted on such terms and conditions as may be determined See 2B:3
 time by the Association. The Association shall have the right, from time to
 time in its sole and absolute discretion, to amend or
 waive the terms and conditions See 2B:3 notice, to amend or
 including, without limitation, the location of use rights,
 categories of use, extent of use privileges and fees or assessments
 use, and shall also have the right to reserve use rights
 See 2B:3 rights altogether, subject to the terms and conditions
 adopted by the Association.

ARTICLE VII

CONDOMINIUM ASSOCIATION

7.01 General. Following the conveyance of the first Unit to any person
 other than Declarant, all Unit Owners shall be entitled and required to be a member
 of an association of Unit Owners known as the "Sunset Condominiums at Northern
 Bay Owners Association, Inc." (the "Association"), which shall be responsible for
 carrying out the purposes of this Declaration, including exclusive management and
 control of the Common Elements and facilities of the Condominium, which may
 include the appointment and delegation of duties and responsibilities hereunder to a
 committee or subcommittee commissioned by the Association for that purpose. The
 Association shall be incorporated as a non-profit corporation under the laws of the
 State of Wisconsin. The powers and duties of the Association shall include those set
 forth in the Association's articles of incorporation (the "Articles") and bylaws (the
 "Bylaws"), the Condominium Ownership Act, this Declaration and Chapter 181,
 Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners,
 tenants of Units and all other persons and entities that in any manner use the
 Property or any part thereof shall abide by and be subject to all of the provisions of
 all rules and regulations of the Association (collectively, the "Rules and
 Regulations"), this Declaration, the Articles and Bylaws. The Association shall have
 the exclusive right to promulgate, and to delegate the right to promulgate, the Rules
 and Regulations from time to time and shall distribute to each Unit Owner, the
 updated version of such Rules and Regulations upon any amendment or
 modification to the Rules and Regulations. Any new rule or regulation or any
 revision to an existing rule and regulation shall become effective immediately upon
 distribution to the Unit Owners.

7.02 Declarant Control. Notwithstanding anything contained in this
 Declaration to the contrary, the Declarant shall totally govern the affairs of the

Condominium and pay all expenses thereof until a Unit has been sold to any person other than Declarant. Thereafter, except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers allowed under Article VI; or (c) thirty (30) days after the Declarant's election to waive its right of control.

7.03 Board of Directors. The affairs of the Association shall be governed by a board of directors. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the board of directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors. For purposes of calculating the percentages set forth in Section 7.02 and this Section 7.03, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by 320.

7.04 Maintenance and Repairs.

(a) Common Elements. The Association shall be responsible for the management and control of the Common Elements and shall maintain the same in good, clean and attractive order and repair. In addition, the Association shall be responsible for providing and maintaining janitorial service for all indoor Common Elements and Limited Common Elements (excluding Planter Areas), for snow plowing all sidewalks, driveways, private street, parking areas, the maintenance, repair and replacement of all outdoor amenities, whether or not they lie within the boundaries of a Unit, including lawns, landscaping (excluding Planter Areas), sidewalks, bicycle paths, driveways and parking areas.

(b) Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating and air conditioning systems

serving such Unit, and including any ducts, vents, wires, cables or conduits designed or used in connection with such electrical, heating or air conditioning systems), exterior patio areas or balconies appurtenant to the Unit and the Planter Areas appurtenant to the Unit, except to the extent any repair cost is paid by the Association's insurance policy described in Section 9.01. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

(c) Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless or intentional act or omission of any Unit Owner, tenant or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

7.05 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the condominium, maintenance of the Common Elements and other areas described in Section 7.04 and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common

grounds security lighting; municipal utility services provided to the Common Elements; trash collection; maintenance and management salaries and wages; maintenance of reserves for future capital costs, and for paying debt service in connection with the acquisition, construction or financing of the Community Clubhouse.

7.06 General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their percentage interests in the Common Elements. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

7.07 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Sections 7.04 and Article XIV, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Unit, on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

7.08 Common Surpluses. In the event that the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective percentage interests in the Common Elements or may be used for any other purpose as the Association may determine.

7.09 Certificate of Status. The Association shall, upon the written request of an owner, purchaser or Mortgagee of a Unit, issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

7.10 Management Services. The Association shall have the right to enter into a long-term management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and housekeeping services. Certain of such services may be available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

ARTICLE VIII

ALTERATIONS AND USE RESTRICTIONS

8.01 Unit Alterations.

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration, which changes the exterior dimensions of a Unit, must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract or similar security interest.

(b) A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition

wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's percentage interest in the Common Elements shall be equal to the number of Units so combined divided by the total number of Units, and as otherwise provided in Section 5.01 above.

8.02 Relocation of Boundaries.

(a) If the Unit Owners of adjoining Units desire to relocate their mutual boundary, the affected Unit Owners shall prepare and execute appropriate instruments.

(b) An amendment to the Declaration and an addendum to the Condominium Plat shall identify the Units and shall state that the boundaries between those Units are being relocated by agreement of the Unit Owners thereof. The amendment shall contain words of conveyance between those Unit Owners, and when recorded shall also be indexed in the name of the grantor and grantee, if applicable. If not stated, the prior allocation shall govern, unit such time as the Unit Owners shall record an amendment to that effect with the Adams County Register of Deeds.

(c) Plats and plans showing the altered boundaries and the dimensions thereof between adjoining Units, and their identifying numbers or letters, shall be prepared. The plats and plans shall be certified as to their accuracy in compliance with Subsection 703.13(6) of the Wisconsin Statutes, by civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

(d) After appropriate instruments have been prepared and executed, those instruments shall become effective when the adjoining Unit Owners and the Association have executed them and they have been recorded with the Adams County Register of Deeds. The recording thereof shall be conclusive evidence that the relocation of boundaries did not violate the Condominium documents.

8.03 Separation of Units.

(a) A Unit may be separated into two (2) or more Units upon

compliance with the provisions of this Section, provided that the Association approves the separation of such Unit (which approval may be denied in the sole discretion of the Association). The Association's President, upon written application of a Unit Owner proposing the separation of a Unit (the "Separator") and after thirty (30) days' written notice to all of the Unit Owners shall promptly present the matter to the Association's Board of Directors. If approved, the President of the Association shall promptly prepare and execute appropriate instruments under this Section. An amendment to this Declaration and an addendum to the Condominium Plat shall assign a new identifying number to each new Unit created by the separation of a Unit, shall allocate to those Units, on a reasonable basis acceptable to the Separator and the other Unit Owners, all of the undivided interest in the Common Elements and right to use the applicable Limited Common Elements. The vote in the Association formerly appertaining to the separated Unit will be allocated among the resulting Units. For this purpose, a fractional vote shall be permitted. The amendment shall reflect a proportionate allocation to the new Unit(s) of the liability for Common Expenses and right to Common Surpluses formally appertaining to the separated Unit.

(b) Plats and plans showing the boundaries and dimensions separating the new Units together with their other boundaries and their new identifying numbers or letters shall be prepared. The plats and plans shall be certified as to their accuracy and compliance with Subsection 703.13(7), Wisconsin Statutes, by a civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

(c) After appropriate instruments have been prepared and executed, they shall be delivered promptly to the Separator upon payment by it of all reasonable costs for their preparation. Those instruments are effective when the Association, the Separator and the new Unit Owners have executed them and they are recorded with the Adams County Register of Deeds. The recording of the instruments shall be conclusive evidence that the separation did not violate any restrictions or limitations specified by this Declaration and that any reallocations were reasonable.

8.04 Expenses. All expenses involved in any improvements, alterations boundary changes or Unit separations approved by the Association or permitted under this Article, whether or not completed, including all expenses to the Association, shall be borne by the Unit Owner or Unit Owners involved and may be charged as a special assessment to the affected Units in accordance with Section 7.07.

8.05 Use and Restrictions on Use of Unit. Each Unit, except for the Hotel Unit (as defined in Section 6.06) and the Community Clubhouse Unit (as defined in Section 6.07) shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include (a) persons related by birth, marriage or legal adoption, or (b) a person and his or her foster children, or (c) two unrelated adults and the minor children of each) plus no more than one unrelated person plus up to two (2) personal attendants who provide personal care, housekeeping, meal preparation, laundry or companionship services for family members who, because of advanced age or physical or mental disability, need assistance with activities of daily living. Except for business permitted with respect to the Hotel Unit or the Community Clubhouse Unit as set forth in Sections 6.06 and 6.07, respectively, no business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office or professional practice, may be conducted from any Unit, except that, to the extent permitted by all applicable laws, codes, ordinances, rules, regulations and orders: (i) Units may be leased as permitted under this Declaration, the By-Laws and the Rules and Regulations; (ii) personal professional libraries may be maintained in Units; (iii) personal or business records and accounts may be maintained and handled in Units; (iv) business or professional telephone calls and correspondence may be handled in or from Units; and (v) such other business may be conducted in or from Units provided that no office or store is maintained within a Unit at which clients or customers regularly call. Except for signage permitted with respect to the Hotel Unit or the Community Clubhouse Unit as set forth in Sections 6.06 and 6.07, respectively, no sign of any kind shall be displayed on or in any Unit which is visible to the public or any Unit Owner from outside of such Unit.

8.06 Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.07 Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that (a) the Unit Owners have followed all procedures required by the Rules and Regulations as provided therein and (b) the lease (i) contains a statement obligating all tenants to abide by the Declaration, the Articles, the Bylaws and the Rules and Regulations, (ii) providing that the lease is subject

and subordinate to the same, (iii) authorizing the Association as a third-party beneficiary to the lease and (iv) permitting the Association to evict the tenant should the tenant violate any provision of the Declaration, the Articles, the Bylaws and the Rules and Regulations and such violation continues for a period of ten (10) days after notice from the Association. During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

8.08 Signs. No sign of any kind shall be displayed to the public view on any Unit. The Declarant reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

8.09 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers.

8.10 Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any yard at any time.

8.11 Pets. Pets shall not be permitted in the Condominium except as provided in the Rules and Regulations.

8.12 Planter Areas. The Planter Area may be used only for growing and cultivating decorative plants, vegetables and shrubbery. Plants or shrubs growing to an average of more than five (5) feet in height shall be prohibited and all plants or shrubs in the Planter Area must be kept trimmed to a height not to exceed five (5) feet in height. Notwithstanding anything else stated in this Declaration to the contrary, each Unit Owner shall be responsible, at such Unit Owner's sole cost and expense, for the maintenance and upkeep of the designated Planter Area adjacent to such Unit Owner's Unit. Such maintenance and upkeep shall be performed at the discretion of the Unit Owner to the standards required by this Section and by the Association, from time to time, in its rules and regulations. In the event the Planter Area is not maintained by the unit Owner to the standards required by this Section or the standards promulgated by the Association from time to time, the

Association may give written notice to the Unit Owner that the Planter Area is not being properly maintained. If the Unit Owner does not correct the deficiencies, as alleged by the Association, within thirty (30) days of the date of the Association's notice to the Unit Owner, the Association shall be permitted to undertake, at the cost and expense of the Unit Owner, the required maintenance activities. Any such costs and expenses incurred by the Association in conjunction with such maintenance work shall be subject to assessment under Article VII above.

8.13 Terms and Covenants Relating to Golf Course.

(a) **Ownership and Operation of Golf Course.** As shown on Exhibit B, Declarant intends to include a golf course as part of the overall development in and around the Condominium (the "Golf Course"), but not included within the Condominium. All persons, including all Unit Owners, are hereby advised that no representations or warranties have been or are made by the Declarant or any other person with regard to the continuing existence, ownership or operation of the Golf Course, if any, and no purported representation in such regard, either written or oral, shall ever be effective without an amendment to this Declaration executed or joined into by the Declarant. Further, the ownership and/or operation of the Golf Course, if any, may change at any time and from time to time by virtue of, but without limitation: (i) the sale to or assumption of operations of the Golf Course by an independent entity or entities; (ii) the creation or conversion of the ownership and/or operating structure of the Golf Course to an "equity" club or similar arrangement whereby the Golf Course or the rights to operate it are transferred to an entity which is owned or controlled by its members; or (iii) the transfer of ownership or control of the Golf Course to one or more affiliates, shareholders, employees or independent contractors of the Declarant. No consent of the Association or any Unit Owner shall be required to effectuate such transfer or conversion. No amendment to this Section 8.11 shall be effective unless and until such amendment is executed by the Declarant as the Golf Course owner, its successor or assign.

(b) **Right to Use.** Neither membership in the Association nor ownership of a Unit shall confer any ownership interest in or right to use the Golf Course. Rights to use the Golf Course will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the Golf Course owner. The Golf Course owner shall have the right, from time to time in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Golf Course, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users,

and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the provisions of any outstanding membership documents.

(c) **View Impairment.** Neither the Declarant, the Association or the Golf Course owner guarantees or represents that any view over and across the Golf Course from adjacent Units will be preserved without impairment. The Golf Course owner, if any, shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the Golf Course from time to time. In addition, the Golf Course owner may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, bunkers, fairways and greens on the Golf Course from time to time. Any such additions or changes to the Golf Course may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air and are hereby expressly disclaimed.

(d) **Easements for Golf Course.** The Common Elements are burdened with an easement permitting golf balls unintentionally to come upon the Common Elements and for golfers at reasonable times and in a reasonable manner to come upon the Common Elements to retrieve errant golf balls and a cart path easement in the area shown on the Plat for use by the Golf Course owner, its agents, successors and assigns for irrigation and other operations-related purposes relating to the Golf Course and for golfers for use as a means of access between portions of the Golf Course. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement: the Declarant or its successors, the Association or its members (in their capacity as such); successors-in-title to the Golf Course; any developer, builder or contractor (in their capacities as such); any officer, director or partner of the foregoing, or any officer or director of any partner. The Golf Course owner, its respective agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Elements reasonably necessary to the operation, maintenance, repair and replacement of the Golf Course. The Common Elements immediately adjacent to the Golf Course are hereby burdened with a non-exclusive easement in favor of the Golf Course for overspray of water from any irrigation system serving the Golf Course. Under no circumstances shall the Association or the Golf Course owner be liable for any damage or injury resulting from such overspray or the exercise of this easement. Under no circumstances shall any of the following persons be held liable for

any damage or injury resulting from pesticides or other materials used for maintenance of the Golf Course: the Declarant or its successors, the Association or its members (in their capacity as such); successors-in-title to the Golf Course, or assigns; any developer, builder or contractor (in their capacities as such); any officer, director or partner of the foregoing, or any officer or director of any partner.

ARTICLE IX

INSURANCE

9.01 Fire and Extended Loss Insurance. The board of directors of the Association shall, at its option, obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements and for the Association's service equipment, supplies and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for the Unit and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance, if any, maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests in the Common Elements, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

9.02 Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement which shall

preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

9.03 Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

9.04 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

9.05 Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE X

RECONSTRUCTION, REPAIR OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

10.01 Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to \$50,000 times the number of Units then making up the Condominium. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If the cost of such repair or reconstruction exceeds \$50,000 times the number of Units then making up the Condominium, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved unless the votes appurtenant to seventy-five percent (75%) of the Units are cast opposing such repair or reconstruction.

10.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Elements. In the event that a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.03 Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 10.06.

10.05 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements. All assessed funds shall be held and

disbursed by the Association as trustee for the Unit Owners and Mortgagees involved. Notwithstanding the foregoing, with respect to insurance proceeds relating to any part of the Harbor Area, all deficiencies shall be assessed as a Harbor Area Special Assessment as provided in Section 7.08 above.

10.06 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements. Notwithstanding the foregoing, if such there is a surplus of Construction Funds with respect to any portion of the Harbor Area, such balance shall be divided among all Unit Owners and Estates Owners in proportion to their respective interests in the Harbor Area.

10.07 Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

ARTICLE XI

CONDEMNATION

11.01 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) In the event no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements. Notwithstanding the foregoing, any award for the taking of any portion of the Harbor Area shall be allocated to all Unit Owners and Estates Owners in proportion to their respective percentage interest in the Harbor Area.

11.02 Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed.

11.03 Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the portion unless seventy-five percent (75%) of the Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. In the event that a variance is authorized from the maps, plans or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

11.04 Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

11.05 Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective percentage interest in the Common Elements and shall constitute a Common Expense. Notwithstanding the foregoing, with respect to a condemnation award for the taking of any part of the Harbor Area, all deficiencies shall be assessed as a Harbor Area Special Assessment as provided in Section 7.08 above.

11.06 Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective percentage interests in the Common Elements. Notwithstanding the foregoing, if such there is a surplus of Construction Funds with respect to any portion of the Harbor Area, such balance shall be divided among all Unit Owners and Estates Owners in proportion to their respective interests in the Harbor Area.

11.07 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the percentage interest in the Common Elements appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units.

ARTICLE XII

MORTGAGEES

12.01 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

- (a) The call of any meeting of the membership or the board of directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws.
- (b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or Bylaws or any rules and regulations.
- (c) Any physical damage to the Common Elements in an amount exceeding Twenty Thousand Dollars (\$20,000).

12.02 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

12.03 Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

12.04 Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's

unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XIII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act with respect to termination of the Condominium form of ownership, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least seventy-five percent (75%) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Adams County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions and for expansion of the Condominium as provided in Article VI.

ARTICLE XIV

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. (Nothing herein shall be deemed to limit the rights of the Town of Strongs Prairie or the County of Adams to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration.) Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and in the event the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period,

thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and secondly to the owners of the Units damaged by the violation pro rata.

ARTICLE XV

GENERAL

15.01 Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the rights to grant to the Town of Strong's Prairie and County of Adams or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

15.02 Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners, and shall be

scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors.

15.03 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 15.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

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

15.05 Declarant Access During Construction of Improvements. During any period of construction of Buildings and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping and other repairing or servicing of all or any part of the Condominium or the expanded Condominium.

15.06 Agent for Service of Process. The Declarant shall be the agent for service of process in any action against the Association or brought under the Condominium Ownership Act. Service may be made upon the Declarant by serving William W. Ranguette at 528 Vanderbilt Drive, Waunakee, Wisconsin 53597; provided, however, that the board of directors of the Association may at any time by duly-adopted resolution designate a successor resident agent for service of process. The designation of such person as agent shall become effective upon the execution and filing of a statement of change of registered agent with the Department of Financial Institutions as provided in the Condominium Ownership Act and the Wisconsin Nonstock Corporation Law.

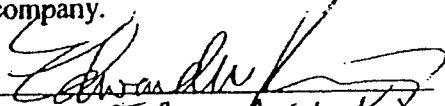
15.07 Assignment of Declarant's Rights. The rights granted to the party named as "Declarant" in this Declaration may be assigned by a written, recorded instrument to any other party who assumes such rights, and, upon the recording of any such instrument, such assignee shall become, and succeed to all rights and powers granted to, "Declarant" under this Declaration.

15.08 Conflicts. In the event a conflict exists among any provision of this Declaration, the Articles, the Bylaws, the Rules and Regulations, between any of them, this Declaration shall be considered the controlling document.

[Execution Page Follows]

STATE OF WISCONSIN)
) ss.
COUNTY OF Dane)

Personally came before me this 5th day of December, 2003, Frank J. Mootz, Manager of Wisconsin Golf, LLC, a Wisconsin limited liability company, member of Northern Bay, LLC, who acknowledged the foregoing document for the purposes recited therein on behalf of said company.


Name: Edward W. Kinney
Notary Public, State of Wisconsin
My Commission: expires May 7, 2006

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by Northern Bay, LLC to the undersigned recorded in the office of the Register of Deeds of Adams County, Wisconsin on January ___ 2003, as Document No. _____, in Volume ___ of Records, Page ___, does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this 5th day of December, 2003.

ANCHORBANK, fsb

By: [Signature]
Name: Edward W. Kinney
Its: Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 5th day of January, 2003, Edward W. Kinney, the Vice President of AnchorBank, fsb, who acknowledged the foregoing document for the purposes recited therein on behalf of said company.

[Signature]
Name: TAMMY JO KREIBER
Notary Public, State of Wisconsin
My Commission: 3/13/05

This document drafted by
and should be returned to:

Jesse S. Ishikawa
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, Wisconsin 53701-2018
(608) 229-2200

EXHIBIT A

Lot Three (3), Certified Survey Map No. 4577, located in Government Lot 2, Section 36,
Township 18 North, Range 4 East, Town of Strongs Prairie, Adams County, Wisconsin.

PIN # 34-346-15

EXHIBIT B

[Condominium Plat Showing First Phase, including Buildings 17 through 34, inclusive.]

SUNSET CONDOMINIUMS AT NORTHERN BAY, PHASE 1

EXPANSION AREAS

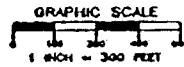
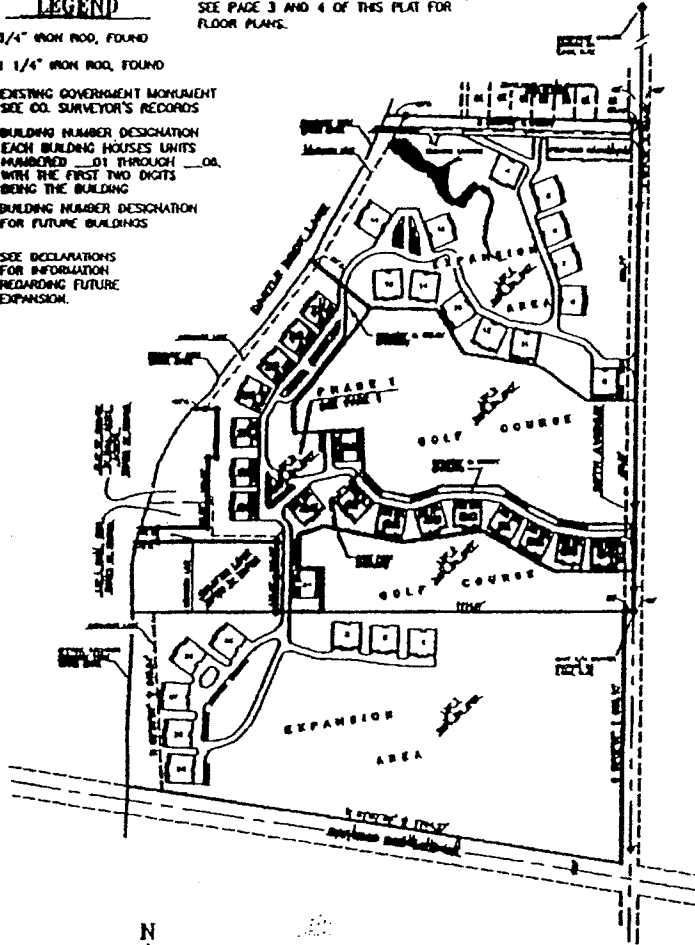
LOCATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF GOVERNMENT LOT 2 ALL IN SECTION 36, TOWNSHIP 10 NORTH, RANGE 4 EAST, TOWN OF STRONGS PRAIRIE, ADAMS COUNTY, WISCONSIN

LEGEND

SEE PAGE 3 AND 4 OF THIS PLAT FOR FLOOR PLANS.

- = 3/4" IRON ROD, FOUND
- ◉ = 1 1/4" IRON ROD, FOUND
- ⊕ = EXISTING GOVERNMENT MONUMENT SEE OLD SURVEYOR'S RECORDS
- 17 - BUILDING NUMBER DESIGNATION EACH BUILDING HOUSES UNITS NUMBERED 01 THROUGH 08, WITH THE FIRST TWO DIGITS BEING THE BUILDING
- 23 - BUILDING NUMBER DESIGNATION FOR FUTURE BUILDINGS

NOTE: SEE DECLARATIONS FOR INFORMATION REGARDING FUTURE EXPANSION.



THE EAST LINE OF THE NE 1/4 OF SECTION 34-18-4 WAS ASSIGNED A BEARING OF 300°01'09" E AS THE BASIS OF BEARINGS ON THIS MAP.

NOTE: UTILITY EASEMENT. A 20' WIDE UTILITY EASEMENT IS HEREBY GRANTED. THE CENTERLINE OF WHICH IS THE CENTERLINE OF THE DRIVEWAY EASEMENT.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE HOLDER OF A MORTGAGE EXECUTED BY NORTHERN BAY, LLC TO THE UNDERSIGNED RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF ADAMS COUNTY, WISCONSIN ON

DAY OF _____ 2004, AS BROUGHT BY _____

IN VOLUME _____ OF RECORDS IN PHASE _____

DOES HEREBY CONSENT TO ALL OF THE TERMS AND CONDITIONS OF THE "SUNSET CONDOMINIUMS AT NORTHERN BAY, PHASE 1, SHEETS 1 THRU 4, AND AGREES THAT HIS INTEREST IN THE PROPERTY SHALL BE SUBJECT IN ALL RESPECTS TO THE TERMS HEREOF.

DATED THIS _____ DAY OF _____, 2004.

ANCHORBANK, SA

BY _____

NAME _____

BY _____

STATE OF WISCONSIN)

COUNTY OF _____)

PERSONALLY ONE BEFORE ME THIS _____ DAY OF _____, 2004.

THE _____ OF ANCHORBANK, SA, WHO ACKNOWLEDGED THE FOREGOING INSTRUMENT FOR THE PURPOSES RECORDED HEREIN ON BEHALF OF SAID COMPANY.

NAME _____

NOTARY PUBLIC, STATE OF WISCONSIN

MY COMMISSION _____

MSA

CLIENT: NORTHERN BAY, LLC, 10001 S. 100th ST., WEST LAKE, WI 53090

PROPERTY AND RECORDS: FILED JAN 2004

FILE: JULY 2004

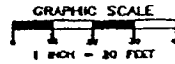
DATE: 7/1/04

CONDOMINIUM PLAT, PHASE 1
SUNSET CONDOMINIUMS AT NORTHERN BAY
2841 SOUTH AVENUE, ARCADIA, WI 54802

FILE IN: 338888
2-4

SUNSET CONDOMINIUMS AT NORTHERN BAY, PHASE 1

A CONDOMINIUM LOCATED IN ALL OF LOT 3 OF C.S.M. No. 4577 LOCATED IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF GOVERNMENT LOT 2 ALL IN SECTION 38, TOWNSHIP 18 NORTH, RANGE 4 EAST, TOWN OF STRONGS PRAIRIE, ADAMS COUNTY, WISCONSIN



LEGEND

- COMMON ELEMENTS, COMMON HALLWAYS, CORRIDORS, LOBBIES, COMMON STAIRWAYS, ELEVATORS & OPERATING MECHANISMS

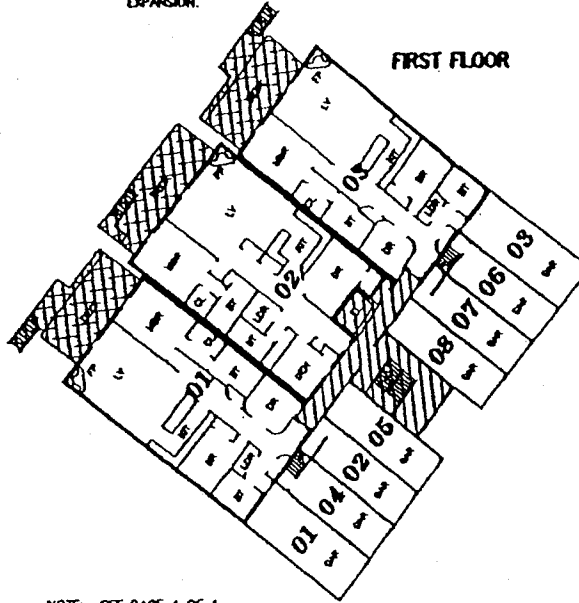
- LIMITED COMMON ELEMENTS, DECKS AND/OR PORCHES, DRIVEWAY AND SIDEWALK

- 03 - UNIT DESIGNATION**
- 01 - FLOOR PLANS FOR UNITS 1701, 1801, 1901, 2001, 3101
 - 02 - FLOOR PLANS FOR UNITS 1702, 1802, 1902, 2002, 3102
 - 03 - FLOOR PLANS FOR UNITS 1703, 1803, 1903, 2003, 3103
 - 04 - FLOOR PLANS FOR UNITS 1704, 1804, 1904, 2004, 3104
 - 05 - FLOOR PLANS FOR UNITS 1705, 1805, 1905, 2005, 3105
 - 06 - FLOOR PLANS FOR UNITS 1706, 1806, 1906, 2006, 3106
 - 07 - FLOOR PLANS FOR UNITS 1707, 1807, 1907, 2007, 3107
 - 08 - FLOOR PLANS FOR UNITS 1708, 1808, 1908, 2008, 3108

- EL - ELEVATOR SHAFT
- ME - ELEVATOR MECH. ROOM
- STG - STORAGE ROOM
- CAR - GARAGE
- LV - GREAT ROOM
- DR - DINING ROOM
- KIT - KITCHEN
- BR - BED ROOM
- MBR - MASTER BED ROOM
- LDR - LAUNDRY ROOM
- BT - BATH
- CL - CLOSET (WALK IN)
- FP - FIRE PLACE

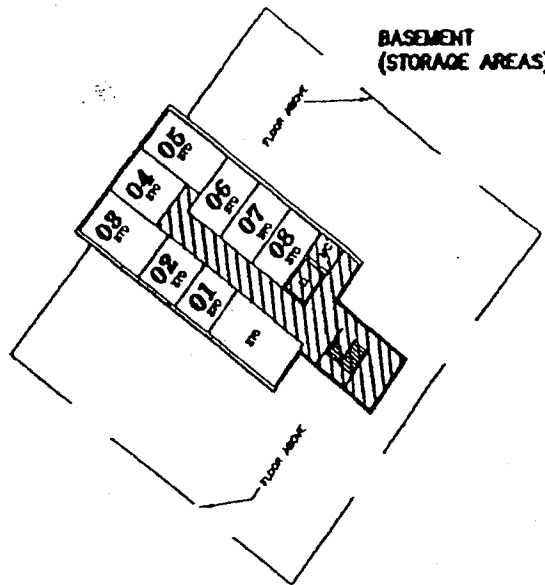
NOTE: FLOOR PLANS SHOWN ARE FROM ARCHITECTS PLANS. THE BUILDING LOCATION OF CONDOMINIUM No. 17 IS BASED ON THE EXISTING FOUNDATION. ALL OTHERS ARE PROPOSED LOCATION.

NOTE: SEE DECLARATIONS & PAGE 2 OF 4 FOR INFORMATION REGARDING FUTURE EXPANSION.



FIRST FLOOR

NOTE: SEE PAGE 4 OF 4 FOR SECOND & THIRD FLOOR PLANS



BASEMENT (STORAGE AREAS)

MSA

CLIENT: NORTHERN BAY, L.L.C.
NORTHERN BAY, WI 53075

PROJECT NO. 1333000	DATE DEC. 2003	SHEET 1 OF 217	
FILE NO.	DATE	BY	REVISION

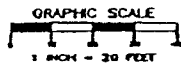
CONDOMINIUM FLOOR PLAN

SUNSET CONDOMINIUMS AT NORTHERN BAY, PHASE 1
2041 20TH AVENUE, ARCADIA, WI 53002

DATE: 12/1/03
333000

SUNSET CONDOMINIUMS AT NORTHERN BAY, PHASE 1

A CONDOMINIUM LOCATED IN ALL OF LOT 3 OF C.S.M. No. 4577 LOCATED IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF GOVERNMENT LOT 2 ALL IN SECTION 36, TOWNSHIP 18 NORTH, RANGE 4 EAST, TOWN OF STRONGS PRAIRIE, ADAMS COUNTY, WISCONSIN



LEGEND

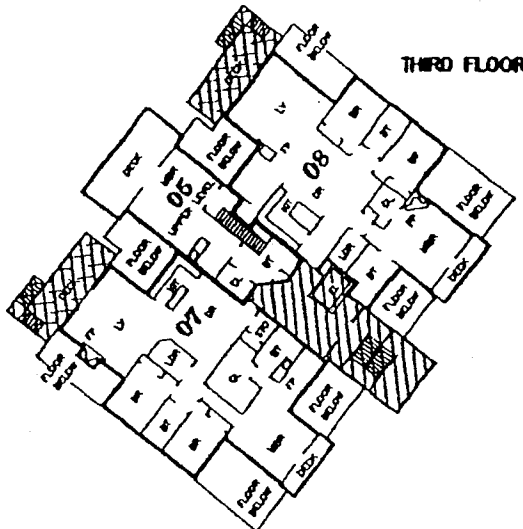
- COMMON ELEMENTS, COMMON HALLWAYS, CORRIDORS, LOBBIES, COMMON STAIRWAYS, ELEVATORS & OPERATING MECHANISMS
- LIMITED COMMON ELEMENTS, DECKS AND/OR PORCHES, DRIVEWAY AND SIDEWALK

- 08 - UNIT DESIGNATION**
- 04 - FLOOR PLANS FOR UNITS 1704, 1804, 1904, 2004, 3104
 - 05 - FLOOR PLANS FOR UNITS 1705, 1805, 1905, 2005, 3105
 - 06 - FLOOR PLANS FOR UNITS 1706, 1806, 1906, 2006, 3106
 - 07 - FLOOR PLANS FOR UNITS 1707, 1807, 1907, 2007, 3107
 - 08 - FLOOR PLANS FOR UNITS 1708, 1808, 1908, 2008, 3108

- EL - ELEVATOR SHAFT
- MC - ELEVATOR MECH. ROOM
- STR - STORAGE ROOM
- CAR - GARAGE
- LV - GREAT ROOM
- DR - DINING ROOM
- KIT - KITCHEN
- BR - BED ROOM
- MER - MASTER BED ROOM
- LDR - LAUNDRY ROOM
- BT - BATH
- CL - CLOSET (WALK IN)
- FP - FIRE PLACE

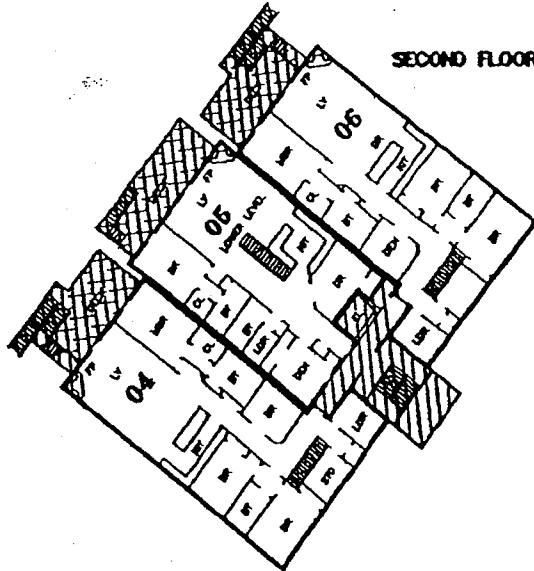
NOTE: FLOOR PLANS SHOWN ARE FROM ARCHITECTS PLANS. THE BUILDING LOCATION OF CONDOMINIUM No. 17 IS BASED ON THE EXISTING FOUNDATION. ALL OTHERS ARE PROPOSED LOCATION.

NOTE: SEE DECLARATIONS & PAGE 2 OF 4 FOR INFORMATION REGARDING FUTURE EXPANSION.



THIRD FLOOR

NOTE: SEE PAGE 3 OF 4 FOR BASEMENT & FIRST FLOOR PLANS



SECOND FLOOR



CLIENT:
NORTHERN BAY, LLC
1901 SOUTH AVENUE, SUITE 100
MILWAUKEE, WI 53224

PROJECT NO. 232864
DATE DEC, 2003
SCALE 1" = 20'

FILE NO. JAS
DRAWN BY JAS
CHECKED BY GPK

CONDOMINIUM PLAN
SUNSET CONDOMINIUMS AT NORTHERN BAY, PHASE 1
1901 SOUTH AVENUE, MILWAUKEE, WI 53224

32864

EXHIBIT C

Percentage Interests

Unit Number	Percentage Interest
1701	1.916
1702	1.774
1703	1.916
1704	2.839
1705	3.194
1706	2.839
1707	2.981
1708	2.981
1801	1.916
1802	1.774
1803	1.916
1804	2.839
1805	3.194
1806	2.839
1807	2.981
1808	2.981
1901	1.916
1902	1.774
1903	1.916
1904	2.839
1905	3.194
1906	2.839
1907	2.981
1908	2.981
2001	1.916
2002	1.774
2003	1.916
2004	2.839
2005	3.194
2006	2.839
2007	2.981
2008	2.981
3101	1.632
3102	1.562
3103	1.632
3104	2.555
3105	2.910
3106	2.555
3107	2.697
3108	2.697
TOTAL	100.000

EXHIBIT D

Expansion Area

Lot One (1), Certified Survey Map No. 4577, located in Government Lot 2, Section 36, Township 18 North, Range 4 East, Town of Strongs Prairie, Adams County, Wisconsin.

AND

Lot One (1), Certified Survey Map No. 4452 located in Section 36, Township 18 North, Range 4 East, Town of Strongs Prairie, County of Adams, State of Wisconsin.

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF SUNSET
CONDOMINIUMS AT NORTHERN BAY (PHASE 1)**

**(The page numbers for this Section are formatted "2B:"
followed by the number of the page and are located
at the lower right hand corner.)**

FIRST AMENDMENT TO DECLARATION
OF CONDOMINIUM OF SUNSET
CONDOMINIUMS AT NORTHERN BAY
(PHASE I)

Document Number

438863

VOL 3765 PAGE 55

Recorded-Adams County WI
Register of Deeds Office-
Jodi M. Helgeson-Register

NOV 12 2004

Time: 3:30 pm
Volume: 3765 Page: 55-86
Fee: 73 pl
32

WHEREAS, on December 5, 2003, Northern Bay, LLC, a Wisconsin limited liability company, as Declarant, did execute that certain Declaration of Condominium for Sunset Condominiums at Northern Bay, which was recorded in the Office of the Register of Deeds for Adams County on January 27, 2004, as Document Number 430632 (referred to herein as the "Declaration") and Condominium Plat recorded on January 27, 2004 in File 1 of Condo Plats, Envelope 55, as Document Number 430633 (and is referred to herein as the "Plat").

WHEREAS, Article VI of said Declaration sets forth that Declarant reserves, for a period of ten (10) years from the date of recording said Declaration the right to expand the condominium by including certain additional lands; and

WHEREAS, the original recorded Plat shows the location of all buildings and Units, and other improvements which may be constructed as shown on the Plat; and

WHEREAS, the Plat shows 18 buildings with eight (8) units in each building, being Buildings 17 through 34, inclusive;

WHEREAS, Northern Bay, LLC, the Declarant, now wishes to change the Expansion Area as it is currently described on Exhibit D to the Declaration and the Plat;

WHEREAS, Northern Bay, LLC, the Declarant and the Unit Owners wish to change the boundary of the Condominium by adding certain property to the Condominium;

WHEREAS, Northern Bay, LLC, the Declarant and the Unit Owners wish to amend Section 6.07 of the Declaration and clarify the description of the Community Clubhouse Unit as described therein;

WHEREAS, certain property was removed from the Condominium pursuant to a condominium removal instrument of even date herewith;

NOW, THEREFORE, the Declarant, Northern Bay, LLC, and the undersigned Unit Owners do hereby confirm as follows:

1. The legal description of Phase I is hereby amended as shown on Exhibit A attached hereto. This Amendment both adds property to the Condominium and reflects the removal of property pursuant to the condominium removal instrument of even date herewith. The additional property is more further described below.

2. The Declarant and undersigned Unit Owners hereby consent to the addition of certain property to Phase I of the Condominium as described on Exhibit B attached hereto.

Recording Area

Name and Return Address

James I. Statz
Solheim Billing & Grimmer, S.C.
P.O. Box 1644
Madison, WI 53701-1644

See Schedule I

Parcel Identification Number (PIN)

3. The floor plans for all Buildings, except for Buildings Number 17, 18, 19 and 20 are hereby changed as shown on Exhibit C attached hereto. Buildings Number 17, 18, 19 and 20 have basements. No other Buildings will have basements.

4. The location of the proposed lagoon is changed so as to not be connected to Castle Rock Lake. The location of the proposed lagoon is as shown on Exhibit C attached hereto. The Declarant reserves the right to connect the lagoon to Castle Rock Lake upon acquisition of all necessary permits therefor.

5. Exhibit D to the Declaration, describing the Expansion Area, is hereby deleted in its entirety and replaced with Exhibit D attached hereto. The Expansion Area is reconfigured by slightly modifying the southern boundaries, adding property for Buildings 1 through 4 inclusive, and removing an area in the northeast corner for a golf hole.

6. Section 6.07 of the Declaration of Condominium is deleted in its entirety and amended and restated as follows:

6.07. Community Clubhouse.

There shall be a community clubhouse (herein referred to as the "Community Clubhouse") within the Condominium which shall be a Common Element and shall replace Building 26, Units 2601 through 2608, as shown on the original Condominium Plat of Sunset Condominiums at Northern Bay, which Condominium was amended and restated by the Condominium Plat of Sunset Condominiums at Northern Bay, Phase I, First Amendment to and Restatement of Boundary Addendum. The location of the Community Clubhouse is shown on Exhibit C attached hereto. The Community Clubhouse shall be constructed by the Declarant and shall at all times be a part of the Common Elements. The Community Clubhouse includes the area around the building, on which recreational facilities, including but not limited to, swimming pools, sports courts and playgrounds may be constructed. The Community Clubhouse may be used for the operation of a spa, restaurants and banquet hall available to Owners, guests, invitees and members of the general public. The use of the Community Clubhouse consistent with these intended uses shall not be considered a nuisance. In addition, the Association shall have the authority to make reasonable rules and regulations for the use of the Community Clubhouse, including the recreational facilities, and charge such fees for use of the Community Clubhouse and associated facilities as in its sole discretion the Association shall deem reasonable. The cost of cleaning, maintenance, repair and replacement of the Community Clubhouse and associated facilities shall be Common Expenses.


7. The terms and provisions set forth in this First Amendment shall run with and bind the land described in said original Declaration, together with and including all present and future owners, occupants and mortgagees, and all parties claiming an interest in said real estate, their heirs, personal representatives, successors and assigns, until such time as the Condominium established by the Declaration and all rights of the Declarant to expand shall have terminated in accordance with the terms and provisions as set forth in the Declaration, by operation of law, or by the required voluntary action on the party of the Declarant and/or the Unit Owners of Sunset Condominiums at Northern Bay.

IN WITNESS WHEREOF, the undersigned Declarant, Northern Bay, LLC and Unit Owners do hereby execute this First Amendment to Declaration to be recorded in the Office of the Register of Deeds for Adams County, Wisconsin.

Dated this 12th day of November, 2004.

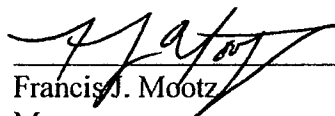
NORTHERN BAY, LLC
a Wisconsin limited liability company

By: The GilRan Group, LLC,
a Wisconsin limited liability company

By: 

William W. Ranguette
Manager

By: Wisconsin Golf, LLC,
a Wisconsin limited liability company

By: 

Francis J. Mootz
Manager

AUTHENTICATION

Signatures of William W. Ranguette and Francis J. Mootz authenticated this 12th day of November, 2004.



James I. Statz
TITLE: MEMBER STATE BAR OF WISCONSIN

CONSENT OF DECLARANT'S MORTGAGEE

The undersigned AnchorBank, fsb as first mortgagee in those certain Real Estate Mortgages from Northern Bay, LLC to AnchorBank, fsb as further described on Schedule II, does hereby consent to this First Amendment to Declaration of Sunset Condominiums at Northern Bay.

Dated this 26th day of October, 2004.

ANCHORBANK, fsb

By: [Signature]

Name: Edward W. Kinney

Title: Vice President

By: [Crossed out]

Name: [Crossed out]

Title: [Crossed out]

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 26 day of October, 2004, the above named Edward W. Kinney and [blank] as Vice President and [blank] of AnchorBank, fsb, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My Commission: 06-15-2008



CONSENT OF DECLARANT'S MORTGAGEE

The undersigned David M. Kennedy, as mortgagee in that certain Real Estate Mortgage from Northern Bay, LLC to David M. Kennedy dated the 29th day of March, 2004, recorded on the 1st day of April, 2004 in the office of the Register of Deeds for Adams County, Wisconsin, as Document No. 432143, does hereby consent to this First Amendment to Declaration of Sunset Condominiums at Northern Bay.

Dated this 11th day of November, 2004.

David M. Kennedy
David M. Kennedy

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 11th day of November, 2004, the above named David M. Kennedy to me known to be the person who executed the foregoing instrument and acknowledged the same.

James A. Stutz
Notary Public, State of Wisconsin
My Commission: *is permanent*

[Unit Owners' Signatures on Following Pages]

CONSENT TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF SUNSET CONDOMINIUMS AT NORTHERN BAY

ARC VENTURES, LLC

Date: October 22, 2004

By: Ron A. Cisker

Name: Ron A. Cisker

Title: Member

Unit No. 1701

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF ADAMS)

Personally came before me this 22nd day of October, 2004, the above named Ron A. Cisker and _____ as Member and _____ of ARC Ventures, LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

James A. Stealy
Notary Public, State of Wisconsin
My Commission: 13 permanent

CONSENT OF MORTGAGEE

The undersigned Associated Bank as first mortgagee in that certain Real Estate Mortgage from ARC Ventures, LLC to Associated Bank dated the 13th day of May, 2004, recorded on the 14th day of May, 2004 in the office of the Register of Deeds for Adams County, Wisconsin, as Document No. 433372, does hereby consent to this First Amendment to Declaration of Sunset Condominiums at Northern Bay.

Dated this _____ day of _____, 2004.

ASSOCIATED BANK

By: _____
Name: _____
Title: _____

Written consent on file
By: with Declarant
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2004, the above named _____ and _____ as _____ and _____ of Associated Bank, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My Commission: _____

CONSENT TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF SUNSET CONDOMINIUMS AT NORTHERN BAY

Roger H. Stelzer
Roger H. Stelzer

Patricia A. Stelzer
Patricia A. Stelzer

Date: 10/24/04

Date: October 24, 2004

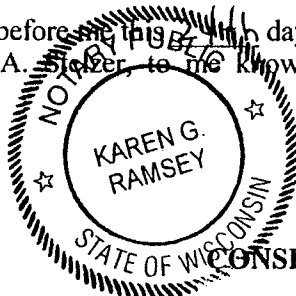
Unit No. 1702

Unit No. 1702

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF Adams)

Personally came before me this 24th day of October, 2004, the above named Roger H. Stelzer and Patricia A. Stelzer, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Karen G. Ramsey
Notary Public, State of WISCONSIN
My Commission: expires 12/24/06

CONSENT OF MORTGAGEE

The undersigned The Baraboo National Bank as first mortgagee in that certain Real Estate Mortgage from Roger H. Stelzer and Patricia A. Stelzer to The Baraboo National Bank dated the 17th day of May, 2004, recorded on the 26th day of May, 2004 in the office of the Register of Deeds for Adams County, Wisconsin, as Document No. 433736, does hereby consent to this First Amendment to Declaration of Sunset Condominiums at Northern Bay.

Dated this _____ day of _____, 2004.

THE BARABOO NATIONAL BANK

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2004, the above named _____ and _____ as _____ and _____ of The Baraboo National Bank, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My Commission: _____

CONSENT TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF SUNSET CONDOMINIUMS AT NORTHERN BAY

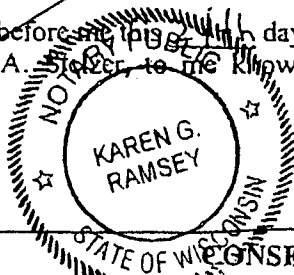
Roger H. Stelzer
Date: 10/24/04
Unit No. 1702

Patricia A. Stelzer
Date: October 24, 2004
Unit No. 1702

ACKNOWLEDGEMENT

STATE OF WISCONSIN
COUNTY OF Adams

Personally came before me this 24th day of October, 2004, the above named Roger H. Stelzer and Patricia A. Stelzer, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Karen G. Ramsey
Notary Public, State of Wisconsin
My Commission: expires 12/24/06

CONSENT OF MORTGAGEE

The undersigned The Baraboo National Bank as first mortgagee in that certain Real Estate Mortgage from Roger H. Stelzer and Patricia A. Stelzer to The Baraboo National Bank dated the 17th day of May, 2004, recorded on the 26th day of May, 2004 in the office of the Register of Deeds for Adams County, Wisconsin, as Document No. 433736, does hereby consent to this First Amendment to Declaration of Sunset Condominiums at Northern Bay.

Dated this 2nd day of November, 2004.

THE BARABOO NATIONAL BANK

By: Kim G. Kalepp
Name: Kim G. Kalepp
Title: Sr. Vice President

By: Bradley J. Jenks
Name: Bradley J. Jenks
Title: Asst. Vice President

ACKNOWLEDGEMENT

STATE OF WISCONSIN
COUNTY OF SAUK

Personally came before me this 2nd day of November, 2004, the above named Kim G. Kalepp and Bradley J. Jenks as Sr. vice President and Asst. vice President of The Baraboo National Bank, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Amy H. Johnston
Notary Public, State of Wisconsin
My Commission: 10/09/05

CONSENT TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OF SUNSET CONDOMINIUMS AT NORTHERN BAY

The undersigned also confirm that there is no mortgage on this Unit.

[Signature]
Thomas Moran
Date: 10/22/04
Unit No. 1703

[Signature]
Laura M. Moran
Date: 10/22/04
Unit No. 1703

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
COUNTY OF ADAMS) ss.

Personally came before me this 22nd day of October, 2004, the above named Thomas Moran and Laura M. Moran, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My Commission: is permanent

CONSENT TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF SUNSET CONDOMINIUMS AT NORTHERN BAY

Dennis G Church

Dennis G. Church

Date: October 22, 2004

Unit No. 1705

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
COUNTY OF ADAMS) ss.

Personally came before me this 22nd day of October, 2004, the above named Dennis G. Church, to me known to be the person who executed the foregoing instrument and acknowledged the same.

James A. Bels
Notary Public, State of Wisconsin
My Commission: is permanent

CONSENT OF MORTGAGEE

The undersigned M&I Marshall and Ilsley Bank as first mortgagee in that certain Real Estate Mortgage from Dennis G. Church to M&I Marshall and Ilsley Bank dated the 25th day of August, 2004, recorded on the 26th day of August, 2004 in the office of the Register of Deeds for Adams County, Wisconsin, as Document No. 436400, does hereby consent to this First Amendment to Declaration of Sunset Condominiums at Northern Bay.

Dated this _____ day of _____, 2004.

M&I MARSHALL AND ILSLEY BANK

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss.

Personally came before me this _____ day of _____, 2004, the above named _____ and _____ as _____ and _____ of M&I Marshall and Ilsley Bank, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My Commission: _____

**CONSENT TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OF SUNSET CONDOMINIUMS AT NORTHERN BAY**

Dennis G. Church

Date: _____

Unit No. 1705

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss.

Personally came before me this _____ day of _____, 2004, the above named
Dennis G. Church, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My Commission: _____

CONSENT OF MORTGAGEE

The undersigned M&I Marshall and Ilsley Bank as first mortgagee in that certain Real Estate Mortgage from
Dennis G. Church to M&I Marshall and Ilsley Bank dated the 25th day of August, 2004, recorded on the 26th day of
August, 2004 in the office of the Register of Deeds for Adams County, Wisconsin, as Document No. 436400, does
hereby consent to this First Amendment to Declaration of Sunset Condominiums at Northern Bay.

Dated this 28th day of OCT., 2004.

M&I MARSHALL AND ILSLEY BANK

By: Ronald B. Steinhofner
Name: RONALD B. STEINHOFFNER
Title: V.P. Mortgage Banking

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
COUNTY OF DANE) ss.

Personally came before me this 28th day of October, 2004, the above named
Ronald B. Steinhofner and _____ as Vice President and
_____ of M&I Marshall and Ilsley Bank, to me known to be the persons who executed the foregoing
instrument and acknowledged the same.

Gary Wilson
Notary Public, State of Wisconsin
My Commission: 2/9/06

CONSENT TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF SUNSET CONDOMINIUMS AT NORTHERN BAY

Dennis G. Church

Date:

Unit No. 1705

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss.

Personally came before me this _____ day of _____, 2004, the above named Dennis G. Church, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____

My Commission: _____

CONSENT OF MORTGAGEE

The undersigned Northern Bay, LLC as first mortgagee in that certain Real Estate Mortgage from Dennis G. Church to Northern Bay, LLC dated the 25th day of August, 2004, recorded on the 30th day of August, 2004 in the office of the Register of Deeds for Adams County, Wisconsin, as Document No. 436488, does hereby consent to this First Amendment to Declaration of Sunset Condominiums at Northern Bay.

Dated this 12th day of November, 2004.

NORTHERN BAY, LLC

By: The GilRan Group, LLC

By: [Signature] William W. Ranguette, Manager

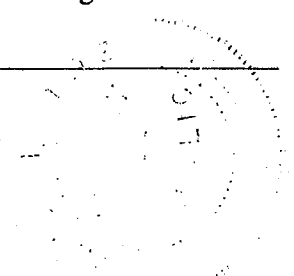
By: [Signature] Francis J. Mootz, Manager

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
COUNTY OF DANE) ss.

Personally came before me this 12th day of November, 2004, the above named William W. Ranguette and Francis J. Mootz to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My Commission is permanent.



CONSENT TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF SUNSET CONDOMINIUMS AT NORTHERN BAY

Robert R. Ranguette

Vonda L. Ranguette

Date: October 22, 2004

Date: October 22, 2004

Unit No. 1706

Unit No. 1706

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
COUNTY OF ADAMS) ss.

Personally came before me this 22nd day of October, 2004, the above named Robert R. Ranguette and Vonda L. Ranguette, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

James A. Blatz
Notary Public, State of Wisconsin
My Commission: 15 permanent

CONSENT OF MORTGAGEE

The undersigned (name of lender) as first mortgagee in that certain Real Estate Mortgage from Robert R. Ranguette and Vonda L. Ranguette to (name of lender) dated the 14th day of April, 2004, recorded on the 15th day of April, 2004 in the office of the Register of Deeds for Adams County, Wisconsin, as Document No. 432501, does hereby consent to this First Amendment to Declaration of Sunset Condominiums at Northern Bay.

Dated this ___ day of ___, 2004.

(name of lender)

By:
Name:
Title:

By:
Name:
Title:

ACKNOWLEDGEMENT

STATE OF ___)
COUNTY OF ___) ss.

Personally came before me this ___ day of ___, 2004, the above named ___ and ___ as ___ and ___ of ___, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of ___
My Commission: ___

CONSENT TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF SUNSET CONDOMINIUMS AT NORTHERN BAY

Robert R. Ranguette

Vonda L. Ranguette

Date:

Date:

Unit No. 1706

Unit No. 1706

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

ss.

Personally came before me this _____ day of _____, 2004, the above named Robert R. Ranguette and Vonda L. Ranguette, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My Commission: _____

CONSENT OF MORTGAGEE

The undersigned Northern Bay, LLC as first mortgagee in that certain Real Estate Mortgage from Robert R. Ranguette and Vonda L. Ranguette to Northern Bay, LLC dated the 10th day of November, 2004, recorded on the 11th day of November, 2004 in the office of the Register of Deeds for Adams County, Wisconsin, as Document No. 438767, does hereby consent to this First Amendment to Declaration of Sunset Condominiums at Northern Bay.

Dated this 12th day of November, 2004.

NORTHERN BAY, LLC

By: The GilRan Group, LLC

By: [Signature]
William W. Ranguette, Manager

By: [Signature]
Francis J. Mootz, Manager

ACKNOWLEDGEMENT

STATE OF WISCONSIN)

COUNTY OF ADAMS)

ss.

Personally came before me this 12th day of November, 2004, the above named William W. Ranguette and Francis J. Mootz to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My Commission: 15 permanent

CONSENT TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF SUNSET CONDOMINIUMS AT NORTHERN BAY

[Signature]
Michael G. Baek

[Signature]
Kristin A. Erickson

Date: 10-31-04

Date: 10/31/2004

Unit Nos. 1704, 1707 and 1708

Unit Nos. 1704, 1707 and 1708

ACKNOWLEDGEMENT

STATE OF Wisconsin)
) ss.
COUNTY OF DANE)

Personally came before me this 31 day of October, 2004, the above named Michael G. Baek and Kristin A. Erickson, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My Commission: 2/22/03

CONSENT OF MORTGAGEE

The undersigned M&I Marshall and Ilsley Bank as first mortgagee in those certain Real Estate Mortgages from Michael G. Baek and Kristin A. Erickson to M&I Marshall and Ilsley Bank dated the 28th day of April, 2004, recorded on the 29th day of April, 2004 in the office of the Register of Deeds for Adams County, Wisconsin, as Document Nos. 432899, 432900, 432902 and 432903, does hereby consent to this First Amendment to Declaration of Sunset Condominiums at Northern Bay.

Dated this _____ day of _____, 2004.

M&I MARSHALL AND ILSLEY BANK

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2004, the above named _____ and _____ as _____ and _____ of M&I Marshall and Ilsley Bank, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My Commission: _____

CONSENT TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF SUNSET CONDOMINIUMS AT NORTHERN BAY

Michael G. Baek

Kristin A. Erickson

Date:

Date:

Unit Nos. 1704, 1707 and 1708

Unit Nos. 1704, 1707 and 1708

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss.

Personally came before me this _____ day of _____, 2004, the above named Michael G. Baek and Kristin A. Erickson, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My Commission: _____

CONSENT OF MORTGAGEE

The undersigned M&I Marshall and Ilsley Bank as first mortgagee in those certain Real Estate Mortgages from Michael G. Baek and Kristin A. Erickson to M&I Marshall and Ilsley Bank dated the 28th day of April, 2004, recorded on the 29th day of April, 2004 in the office of the Register of Deeds for Adams County, Wisconsin, as Document Nos. 432899, 432900, 432902 and 432903, does hereby consent to this First Amendment to Declaration of Sunset Condominiums at Northern Bay.

Dated this 28th day of Oct., 2004.

M&I MARSHALL AND ILSLEY BANK

By: Ronald B. Steinhofen
Name: Ronald B. Steinhofen
Title: V.P. Mortgage Banking

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF Wisconsin)
COUNTY OF Dane) ss.

Personally came before me this 28th day of October, 2004, the above named Ronald B. Steinhofen and _____ as vice president and _____ of M&I Marshall and Ilsley Bank, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: 2/9/06

CONSENT TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF SUNSET CONDOMINIUMS AT NORTHERN BAY

Chris D. Hake

Suzanna M. Hake

Chris D. Hake, a/k/a Christopher D. Hake

Suzanna M. Hake

Date: 10-22-04

Date: 10-28-04

Unit Nos. 1801, 1804, 1806 and 1807

Unit Nos. 1801, 1804, 1806 and 1807

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
COUNTY OF ADAMS) ss.

Personally came before me this 22nd day of October, 2004, the above named Chris D. Hake, a/k/a Christopher D. Hake, and ~~Suzanna M. Hake~~, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

James A. Harty
Notary Public, State of Wisconsin
My Commission: 15 permanent

CONSENT OF MORTGAGEE

The undersigned M&I Marshall and Ilsley Bank as first mortgagee in those certain Real Estate Mortgages from Chris D. Hake, a/k/a Christopher D. Hake, and Suzanna M. Hake to M&I Marshall and Ilsley Bank dated the 26th day of July, 2004 and the 2nd day of August, 2004, recorded on the 29th day of July, 2004 and on the 9th day of August, 2004 in the office of the Register of Deeds for Adams County, Wisconsin, as Document Nos. 435354, 435555, 435871 and 435872, does hereby consent to this First Amendment to Declaration of Sunset Condominiums at Northern Bay.

Dated this _____ day of _____, 2004.

M&I MARSHALL AND ILSLEY BANK

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
COUNTY OF DANE) ss.

Personally came before me this 28th day of October, 2004, the above named Suzanna M. Hake and _____ as _____ and _____ of M&I Marshall and Ilsley Bank, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

James A. Harty
Notary Public, State of Wisconsin
My Commission: 15 permanent

CONSENT TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF SUNSET CONDOMINIUMS AT NORTHERN BAY

Chris D. Hake, a/k/a Christopher D. Hake

Suzanna M. Hake

Date:

Date:

Unit Nos. 1801, 1804, 1806 and 1807

Unit Nos. 1801, 1804, 1806 and 1807

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

ss.

Personally came before me this _____ day of _____, 2004, the above named Chris D. Hake, a/k/a Christopher D. Hake, and Suzanna M. Hake, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____

My Commission: _____

CONSENT OF MORTGAGEE

The undersigned M&I Marshall and Ilsley Bank as first mortgagee in those certain Real Estate Mortgages from Chris D. Hake, a/k/a Christopher D. Hake, and Suzanna M. Hake to M&I Marshall and Ilsley Bank dated the 26th day of July, 2004 and the 2nd day of August, 2004, recorded on the 29th day of July, 2004 and on the 9th day of August, 2004 in the office of the Register of Deeds for Adams County, Wisconsin, as Document Nos. 435554, 435555, 435871 and 435872, does hereby consent to this First Amendment to Declaration of Sunset Condominiums at Northern Bay.

Dated this 28th day of Oct., 2004.

M&I MARSHALL AND ILSLEY BANK

By: Ronald B. Steinhof
Name: RONALD B. STEINHOFFER
Title: V.P. Mortgage Banking

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF Wisconsin)

COUNTY OF Dane)

ss.

Personally came before me this 28th day of October, 2004, the above named Ronald B. Steinhof and _____ as Vice President and _____ of M&I Marshall and Ilsley Bank, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Camille Johnson
Notary Public, State of Wisconsin
My Commission: 2/9/06

CONSENT TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF SUNSET CONDOMINIUMS AT NORTHERN BAY

Jayne T. Liebe
Date: 10/22/04
Unit Nos. 1802, 1803, 1805 and 1808

Laura L. Liebe
Date: 10/24/04
Unit Nos. 1802, 1803, 1805 and 1808

ACKNOWLEDGEMENT

STATE OF WISCONSIN
COUNTY OF ADAMS

Personally came before me this 22nd day of October, 2004, the above named Jayme T. Liebe and Laura L. Liebe, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

James A. Statz
Notary Public, State of Wisconsin
My Commission: 15 permanent

CONSENT OF MORTGAGEE

The undersigned M&I Marshall and Ilsley Bank as first mortgagee in those certain Real Estate Mortgages from Jayme T. Liebe and Laura L. Liebe to M&I Marshall and Ilsley Bank dated the 6th day of August, 2004, recorded on the 9th day of August, 2004 and on the 11th day of August, 2004 in the office of the Register of Deeds for Adams County, Wisconsin, as Document Nos. 435874, 435875, 435955 and 435956, does hereby consent to this First Amendment to Declaration of Sunset Condominiums at Northern Bay.

Dated this ___ day of ___, 2004.

M&I MARSHALL AND ILSLEY BANK

By:
Name:
Title:

ACKNOWLEDGEMENT

STATE OF WISCONSIN
COUNTY OF DADE

Personally came before me this 26th day of October, 2004, the above named Laura L. Liebe and ___ of M&I Marshall and Ilsley Bank, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

James A. Statz
Notary Public, State of Wisconsin
My Commission: 15 permanent

This Instrument drafted by:
Attorney James I. Statz
Solheim Billing & Grimmer, S.C.
P.O. Box 1644
Madison, WI 53701-1644
(608) 282-1229

CONSENT TO FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF SUNSET CONDOMINIUMS AT NORTHERN BAY

Jayne T. Liebe

Laura L. Liebe

Date:

Date:

Unit Nos. 1802, 1803, 1805 and 1808

Unit Nos. 1802, 1803, 1805 and 1808

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

ss.

Personally came before me this _____ day of _____, 2004, the above named Jayme T. Liebe and Laura L. Liebe, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____

My Commission: _____

CONSENT OF MORTGAGEE

The undersigned M&I Marshall and Ilsley Bank as first mortgagee in those certain Real Estate Mortgages from Jayme T. Liebe and Laura L. Liebe to M&I Marshall and Ilsley Bank dated the 6th day of August, 2004, recorded on the 9th day of August, 2004 and on the 11th day of August, 2004 in the office of the Register of Deeds for Adams County, Wisconsin, as Document Nos. 435874, 435875, 435955 and 435956, does hereby consent to this First Amendment to Declaration of Sunset Condominiums at Northern Bay.

Dated this 28th day of Oct., 2004.

M&I MARSHALL AND ILSLEY BANK

By:

Ronald B. Steinhilber

By:

Name:

Ronald B. Steinhilber

Name:

Title:

V.P. Mortgage Banking

Title:

ACKNOWLEDGEMENT

STATE OF Wisconsin)

COUNTY OF Dane)

ss.

Personally came before me this 28th day of October, 2004, the above named Ronald B. Steinhilber and _____ as Vice President and _____ of M&I Marshall and Ilsley Bank, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission: 2/9/06

This Instrument drafted by: Attorney James I. Statz Solheim Billing & Grimmer, S.C. P.O. Box 1644 Madison, WI 53701-1644 (608) 282-1229

EXHIBIT A

LEGAL DESCRIPTION OF PHASE I

Part of Lot 3 of C.S.M. No. 4577 and part of Lot 4 of C.S.M. No. 4577 and part of Lot 1 of C.S.M. No. 3129 located in part of the Northeast Quarter of the Northeast Quarter and part of Government Lot 2 all located in Section 36, Township 18 North, Range 4 East, Town of Strongs Prairie, Adams County, Wisconsin, bounded and described as follows:

Commencing at the East Quarter Corner of Said Section 36, thence N89°55'22"W along the South Line of the Northeast Quarter of said Section 36 a distance of 1111.61 feet to the Point of Beginning. Thence N89°55'22"W a distance of 203.29 feet; thence N00°01'09"W a distance of 252.00 feet; thence N89°55'22"W a distance of 253.87 feet; thence N00°10'08"E a distance of 118.34 feet; thence N89°55'22"W a distance of 36.98 feet; thence N62°52'42"W a distance of 47.82 feet; thence S89°47'46"W a distance of 63.97 feet to the Meander Line of Castle Rock Lake; thence N20°47'26"E along said Meander Line a distance of 353.47 feet; thence N38°26'17"E along said Meander Line a distance of 640.58 feet; thence S52°32'19"E a distance of 246.23 feet; thence S38°27'27"W a distance of 437.15 feet; thence S03°01'44"E a distance of 96.91 feet; thence N86°58'16"E a distance of 244.71 feet; thence S03°01'44"E a distance of 149.80 feet; thence S43°58'26"E a distance of 93.98 feet; thence S79°00'52"E a distance of 108.99 feet; thence N71°35'50"E a distance of 122.20 feet; thence S89°12'59"E a distance of 208.21 feet; thence S59°24'07"E a distance of 136.82 feet; thence S64°25'33"E a distance of 113.22 feet; thence S80°41'28"E a distance of 111.45 feet; thence N89°58'51"E a distance of 181.17 feet to the East Line of the Northeast Quarter of said Section 36; thence S00°01'09"E along said East Line a distance of 163.33 feet; thence S89°58'51"W a distance of 300.77 feet; thence N62°30'02"W a distance of 308.15 feet; thence S82°07'35"W a distance of 289.04 feet; thence N79°00'52"W a distance of 166.62 feet; thence N43°58'26"W a distance of 100.26 feet; thence S49°33'15"W a distance of 73.62 feet; thence S72°08'54"W a distance of 92.79 feet; thence S00°01'09"E a distance of 102.54 feet; thence N89°58'51"E a distance of 126.29 feet; thence S00°01'09"E a distance of 174.57 feet to the South Line of the Northeast Quarter of said Section 36 and the Point of Beginning. Together with the lands lying between the Meander Line of Castle Rock Lake and the Shore Line of Castle Rock Lake and the Lot Lines extended. Containing 650,975 sq.ft. (14.94 Acres), more or less. Subject to any and all covenants, restrictions, easements, and right-of-way of record.

EXHIBIT B**LEGAL DESCRIPTION OF PROPERTY ADDED TO CONDOMINIUM****PARCEL A:**

Part of Lot 1 of C.S.M. No. 3129 located in part of Government Lot 2 of Section 36, Township 18 North, Range 4 East, Town of Strongs Prairie, Adams County, Wisconsin, bounded and described as follows:

Beginning at the Northeast Corner of Lot 1 of C.S.M. No. 3129, thence S00°10'08"E along the East Line of said Lot 1 a distance of 22.13 feet; thence N89°55'22"W a distance of 36.98 feet; thence N62°52'42"W a distance of 36.98 feet; thence N62°52'42"W a distance of 47.82 feet to the North Line of said Lot 1; thence N89°47'46"E a distance of 79.18 feet to the Northeast Corner of said Lot 1 and the Point of Beginning. Containing 1,275 sq.ft. (0.03 Acres).

Subject to any and all covenants, restrictions, easements, and right-of-way of record.

AND

PARCEL B:

Part of Government Lot 2 located in Section 36, Township 18 North, Range 4 East, Town of Strongs Prairie, Adams County, Wisconsin, bounded and described as follows:

Beginning at the Northeast Corner of Lot 1 of C.S.M. No. 3129, thence S89°47'46"W along the North Line of said Lot 1 a distance of 143.15 feet to the Meander Line of Castle Rock Lake; thence N20°47'26"E along said Meander Line a distance of 353.47 feet; thence N89°47'46"E a distance of 46.72 feet; thence S00°10'08"E a distance of 170.00 feet; thence S89°47'46"W a distance of 30.00 feet; thence S00°10'08"E a distance of 160.00 feet to the Northeast Corner of Lot 1 of C.S.M. No. 3129 and the Point of Beginning. Together with the lands lying between the Meander Line of Castle Rock Lake and the Shore Line of said Lake and the Lot Lines extended. Containing 56,370 sq.ft. (1.29 Acres), more or less.

Subject to any and all covenants, restrictions, easements, and right-of-way of record.

AND

PARCEL C:

Part of Lot 4 of C.S.M. No. 4577 located in part of Government Lot 2 of Section 36, Township 18 North, Range 4 East, Town of Strongs Prairie, Adams County, Wisconsin, bounded and described as follows:

Commencing at the East Quarter Corner of said Section 36, thence N89°55'22"W a distance of 1111.61 feet to the Point of Beginning.

Thence continuing N89°55'22"W a distance of 37.96 feet; thence N00°01'09"W a distance of 160.19 feet; thence S89°58'51"W a distance of 88.33 feet; thence N00°01'09"W a distance of 14.32 feet; thence N89°58'51"E a distance of 126.29 feet; thence S00°01'09"E a distance of 174.57 feet to the Point of Beginning. Containing 7,890 sq.ft. (0.18 Acres).

Subject to any and all covenants, restrictions, easements, and right-of-way of record.

EXHIBIT C

**FIRST AMENDMENT TO CONDOMINIUM PLAT
(showing amended floor plans and location of proposed lagoon)**

See attached.

SHEET 1 OF 5
 FILE NO. 333895

SUNSET CONDOMINIUMS AT NORTHERN BAY
 1541 20TH AVENUE, ARDRALE, WI 54813

RECORD DATE: OCT. 27, 2004

DESIGNED BY: JAS

DATE: SEPT. 2004

CLIENT: NORTHERN BAY, L.L.C.
 NEW OSDEN, WI 53950

MSA
 METROPOLITAN SURVEYING ASSOCIATION
 30 West Street, P.O. Box 100, Lincoln, WI 53131-0100
 414-763-3300 Fax: 414-763-3300
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FIRST AMENDMENT TO AND RESTATMENT OF SUNSET CONDOMINIUMS AT NORTHERN BAY, PHASE 1 BOUNDARY ADDENDUM

A CONDOMINIUM LOCATED IN PART OF LOTS 3 & 4 OF C.S.M. No. 4577 AND PART OF LOT 1 OF C.S.M. No. 3129 LOCATED IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF GOVERNMENT LOT 2 ALL IN SECTION 36, TOWNSHIP 18 NORTH, RANGE 4 EAST, TOWN OF STRONGS PRAIRIE, ADAMS COUNTY, WISCONSIN

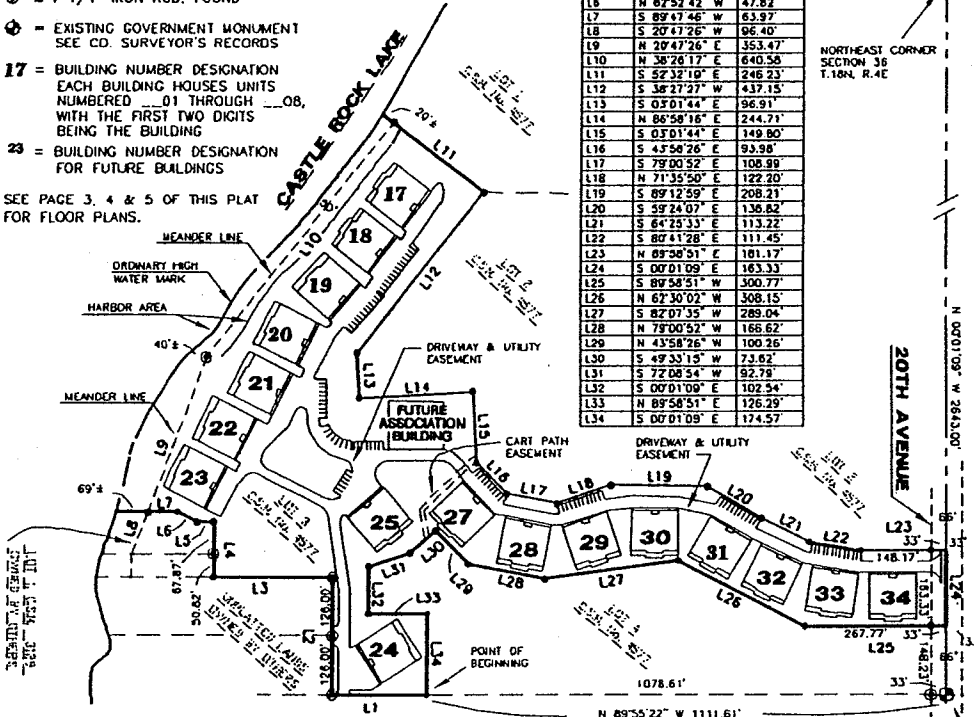
LEGEND

- = 3/4" IRON ROD, FOUND
- ⊙ = 1 1/4" IRON ROD, FOUND
- ⊕ = EXISTING GOVERNMENT MONUMENT SEE CO. SURVEYOR'S RECORDS
- 17 = BUILDING NUMBER DESIGNATION EACH BUILDING HOUSES UNITS NUMBERED 01 THROUGH 08, WITH THE FIRST TWO DIGITS BEING THE BUILDING
- 23 = BUILDING NUMBER DESIGNATION FOR FUTURE BUILDINGS

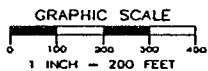
NOTE: SEE DECLARATIONS & PAGE 2 FOR INFORMATION REGARDING FUTURE EXPANSION.

SEE PAGE 3, 4 & 5 OF THIS PLAT FOR FLOOR PLANS.

NUMBER	DIRECTION	DISTANCE
L1	N 89°55'22" W	203.29'
L2	N 09°01'09" W	252.00'
L3	N 89°55'22" W	253.87'
L4	N 00°10'08" E	118.34'
L5	N 89°55'22" W	36.98'
L6	N 07°52'42" W	47.82'
L7	S 89°47'46" W	63.97'
L8	S 20°47'26" E	96.40'
L9	N 29°47'26" E	353.47'
L10	N 38°26'17" E	640.58'
L11	S 52°32'19" E	246.23'
L12	S 38°27'27" W	437.15'
L13	S 03°01'44" E	96.91'
L14	N 86°58'16" E	244.71'
L15	S 03°01'44" E	149.80'
L16	S 43°58'26" E	93.98'
L17	S 79°00'52" E	108.99'
L18	N 71°35'50" E	122.20'
L19	S 89°12'59" E	208.21'
L20	S 59°24'07" E	136.82'
L21	S 64°25'33" E	113.22'
L22	S 80°41'28" E	111.45'
L23	N 89°58'51" E	181.17'
L24	S 00°01'09" E	163.33'
L25	S 89°58'51" W	300.77'
L26	N 67°30'02" E	308.15'
L27	S 82°07'35" W	289.06'
L28	N 79°00'52" W	166.62'
L29	N 43°58'26" W	100.26'
L30	S 49°33'15" W	73.62'
L31	S 72°08'54" W	92.79'
L32	S 00°01'09" E	102.54'
L33	N 89°58'51" E	126.29'
L34	S 00°01'09" E	174.57'



PHASE 1 AREA:
 650,975 SQ.FT. ± (14.94 ACRES ±)
 608,728 SQ.FT. TO MEANDER LINE
 (13.97 ACRES) TO MEANDER LINE



PHASE 1 DESCRIPTION:

Part of Lot 3 of C.S.M. No. 4577 and part of Lot 4 of C.S.M. No. 4577 and part of Lot 1 of C.S.M. No. 3129 located in part of the Northeast Quarter of the Northeast Quarter and part of Government Lot 2 all located in Section 36, Township 18 North, Range 4 East, Town of Strong's Prairie, Adams County, Wisconsin, bounded and described as follows:
 Commencing at the East Quarter Corner of said Section 36, thence N89°55'22"W along the South Line of the Northeast Quarter of said Section 36 a distance of 1111.61 feet to the Point of Beginning. Thence N89°55'22"W a distance of 203.29 feet; thence N00°01'09"W a distance of 252.00 feet; thence N89°55'22"W a distance of 253.87 feet; thence N00°10'08"E a distance of 118.34 feet; thence N89°55'22"W a distance of 36.98 feet; thence N07°52'42"W a distance of 47.82 feet; thence S89°47'46"W a distance of 63.97 feet to the Meander Line of Castle Rock Lake; thence N20°47'26"E along said Meander Line a distance of 353.47 feet; thence N38°26'17"E along said Meander Line a distance of 640.58 feet; thence S52°32'19"E a distance of 246.23 feet; thence S38°27'27"W a distance of 437.15 feet; thence S03°01'44"E a distance of 96.91 feet; thence N86°58'16"E a distance of 244.71 feet; thence S03°01'44"E a distance of 149.80 feet; thence S43°58'26"E a distance of 93.98 feet; thence S79°00'52"E a distance of 108.99 feet; thence N71°35'50"E a distance of 122.20 feet; thence S89°12'59"E a distance of 208.21 feet; thence S59°24'07"E a distance of 136.82 feet; thence S64°25'33"E a distance of 113.22 feet; thence S80°41'28"E a distance of 111.45 feet; thence N89°58'51"E a distance of 181.17 feet to the East Line of the Northeast Quarter of said Section 36; thence S00°01'09"E along said East Line a distance of 163.33 feet; thence S89°58'51"W a distance of 300.77 feet; thence N67°30'02"E a distance of 308.15 feet; thence S82°07'35"W a distance of 289.06 feet; thence N79°00'52"W a distance of 166.62 feet; thence N43°58'26"W a distance of 100.26 feet; thence S49°33'15"W a distance of 73.62 feet; thence S72°08'54"W a distance of 92.79 feet; thence S00°01'09"E a distance of 102.54 feet; thence N89°58'51"E a distance of 126.29 feet; thence S00°01'09"E a distance of 174.57 feet to the South Line of the Northeast Quarter of said Section 36 and the Point of Beginning. Together with the lands lying between the Meander Line of Castle Rock Lake and the Shore Line of Castle Rock Lake and the Lot Lines extended. Containing 650,975 sq.ft. (14.94 Acres), more or less.
 Subject to any and all covenants, restrictions, easements, and right-of-way of record.

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT HE IS A LICENSED LAND SURVEYOR AUTHORIZED TO PRACTICE THAT PROFESSION IN THIS STATE. THAT HE HAS SURVEYED AND MAPPED THE REAL-ESTATE DESCRIBED AND PICTURED ON THESE SHEETS OF THESE CONDOMINIUM PLAT. THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND THE CONDOMINIUM DESCRIBED. THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT AND EACH TIMESHARE UNIT (IF ANY) AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

DATED THIS _____ DAY OF _____ 2004

IF THE SURVEYOR'S SEAL IS NOT RED IN COLOR, THIS MAP IS A COPY AND SHOULD BE ASSUMED TO CONTAIN UNAUTHORIZED ALTERATIONS. THE CERTIFICATION DOES NOT APPLY TO COPIES.

GREGORY P. RHEDWART, S-1478

DIST 2 v 5
FILE NO 333895

**FIRST AMENDMENT TO AND RESTATEMENT OF
SUNSET CONDOMINIUMS AT NORTHERN BAY, PHASE 1
EXPANSION AREA ADDENDUM**

EXPANSION AREAS
ALL OF LOT 1 OF C.S.M. No. 4452 LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND PART OF LOTS 1 & 2 OF C.S.M. No. 4577 LOCATED IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF GOVERNMENT LOT 2 ALL IN SECTION 36, TOWNSHIP 18 NORTH, RANGE 4 EAST, TOWN OF STRONGS PRAIRIE, ADAMS COUNTY, WISCONSIN

LEGEND

- = 3/4" IRON ROD, FOUND
- ⊙ = 1 1/4" IRON ROD, FOUND
- ⊕ = EXISTING GOVERNMENT MONUMENT
SEE CO. SURVEYOR'S RECORDS
- 17 = BUILDING NUMBER DESIGNATION
EACH BUILDING HOUSES UNITS
NUMBERED 01 THROUGH 08,
WITH THE FIRST TWO DIGITS
BEING THE BUILDING
- 23 = BUILDING NUMBER DESIGNATION
FOR FUTURE BUILDINGS

NOTE: SEE DECLARATIONS
FOR INFORMATION
REGARDING FUTURE
EXPANSION.

SEE PAGE 3, 4, & 5 OF THIS PLAT FOR
FLOOR PLANS.

NOTE: UTILITY EASEMENT
A 20' WIDE UTILITY EASEMENT IS
HEREBY GRANTED, THE CENTERLINE
OF WHICH IS THE CENTERLINE OF
THE DRIVEWAY EASEMENT.

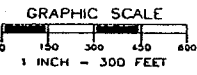
**1st AMENDMENT TO AND RESTATEMENT OF
SUNSET CONDOMINIUMS AT NORTHERN BAY
1841 20TH AVENUE, ARKDALE, WI. 53403**

RECORD DATE
OCT. 27, 2004

DATE BY JAS

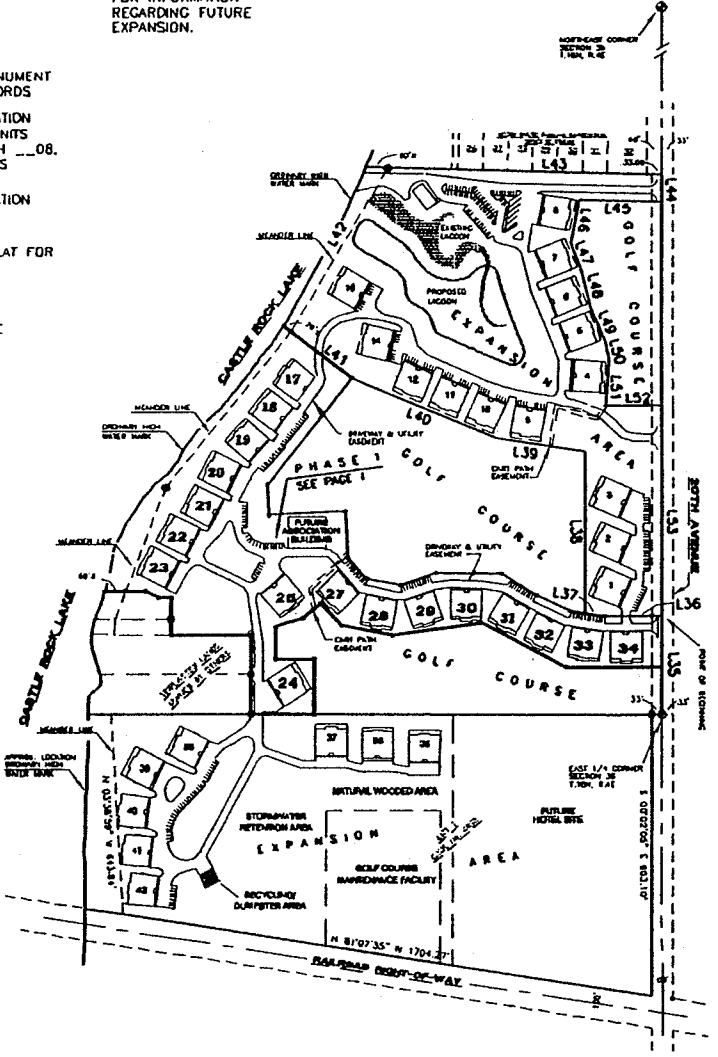
PROJECT NO. 333895
DATE SEPT. 2004

CLIENT:
NORTHERN BAY, L.L.C.
ATTN: S.P.H. "SAS"
NEW LEBRON, WI. 53550



THE EAST LINE OF THE NE 1/4 OF
SECTION 36-18-4 WAS ASSIGNED
A BEARING OF S00°01'09"E AS
THE BASIS OF BEARINGS ON THIS MAP.

NUMBER	DIRECTION	DISTANCE
L35	N 00°01'09" W	311.61'
L36	S 89°58'51" W	181.17'
L37	N 80°41'28" W	62.13'
L38	N 00°01'09" W	515.09'
L39	N 80°56'07" W	287.61'
L40	N 67°21'24" W	505.24'
L41	N 57°32'19" W	246.23'
L42	N 30°28'49" E	611.03'
L43	S 88°24'32" E	878.34'
L44	S 00°01'09" E	88.33'
L45	N 88°24'32" W	262.46'
L46	S 09°47'53" W	144.79'
L47	S 21°41'39" E	85.43'
L48	S 15°15'43" E	126.56'
L49	S 21°41'39" E	120.00'
L50	S 13°09'31" E	87.61'
L51	S 04°14'22" W	150.31'
L52	N 89°58'51" E	175.96'
L53	S 00°01'09" E	874.24'



EXPANSION AREA DESCRIPTION:

All of Lot 1 of C.S.M. No. 4452 located in the Northeast Quarter of the Southeast Quarter of Section 36, Township 18 North, Range 4 East, Town of Strong's Prairie, Adams County, Wisconsin, and part of Lots 1 and 2 of C.S.M. No. 4577 located in part of the Northeast Quarter of the Northeast Quarter and part of Government Lot 2 all in Section 36, Township 18 North, Range 4 East, Town of Strong's Prairie, Adams County, Wisconsin, bounded and described as follows: Commencing at the East Quarter Corner of said Section 36, thence N00°01'09"W along the East Line of the Northeast Quarter of said Section 36 a distance of 311.61' to the Point of Beginning; Thence S89°58'51"W a distance of 181.17 feet; thence N80°41'28"W a distance of 62.13 feet; thence N00°01'09"W a distance of 515.09 feet; thence N80°56'07"W a distance of 287.61 feet; thence N67°21'24"W a distance of 505.24 feet; thence N57°32'19"W a distance of 246.23 feet to the Meander Line of Castle Rock Lake; thence N30°28'49"E along said Meander Line a distance of 611.03 feet; thence S88°24'32"E a distance of 878.34 feet to the East Line of the Northeast Quarter of said Section 36; thence S00°01'09"E along said East Line a distance of 88.33'; thence N88°24'32"W a distance of 262.46 feet; thence S09°47'53"W a distance of 144.79 feet; thence S21°41'39"E a distance of 85.43 feet; thence S15°15'43"E a distance of 126.56 feet; thence S21°41'39"E a distance of 120.00 feet; thence S13°09'31"E a distance of 87.61 feet; thence S04°14'22"W a distance of 150.31 feet; thence N89°58'51"E a distance of 175.96 feet to the East Line of the Northeast Quarter of said Section 36; thence S00°01'09"E along said East Line a distance of 874.24 feet to the Point of Beginning. Together with the lands lying between the Meander Line of Castle Rock Lake and the Shore Line of said Lake and the Lot Lines extended.

Subject to any and all covenants, restrictions, easements, and right-of-way of record.

MSA
TRANSPORTATION MANUAL ESTIMATION
307 West Street, P.O. Box 114
Arkdale, WI 53403
Tel: 262-341-8018
© 2004 MSA Professional Services, Inc.

333895

1st AMENDMENT TO AND RESTATEMENT OF SUNSET CONDOMINIUMS AT NORTHERN BAY 1841 20TH AVENUE, ARDRALE, WI 54613

ORD. NO. 27, 2004



DATE: SEPT. 2004

CLIENT: NORTHERN BAY, L.L.C.

MSA TRANSPORTATION NATIONAL ARCHITECTURAL DEVELOPMENT CORPORATION

FIRST AMENDMENT TO AND RESTATEMENT OF SUNSET CONDOMINIUMS AT NORTHERN BAY, PHASE 1 FLOOR PLAN ADDENDUM

A CONDOMINIUM LOCATED IN PART OF LOTS 3 & 4 OF C.S.M. No. 4577 AND PART OF LOT 1 OF C.S.M. No. 3129 LOCATED IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF GOVERNMENT LOT 2 ALL IN SECTION 36, TOWNSHIP 18 NORTH, RANGE 4 EAST, TOWN OF STRONGS PRAIRIE, ADAMS COUNTY, WISCONSIN

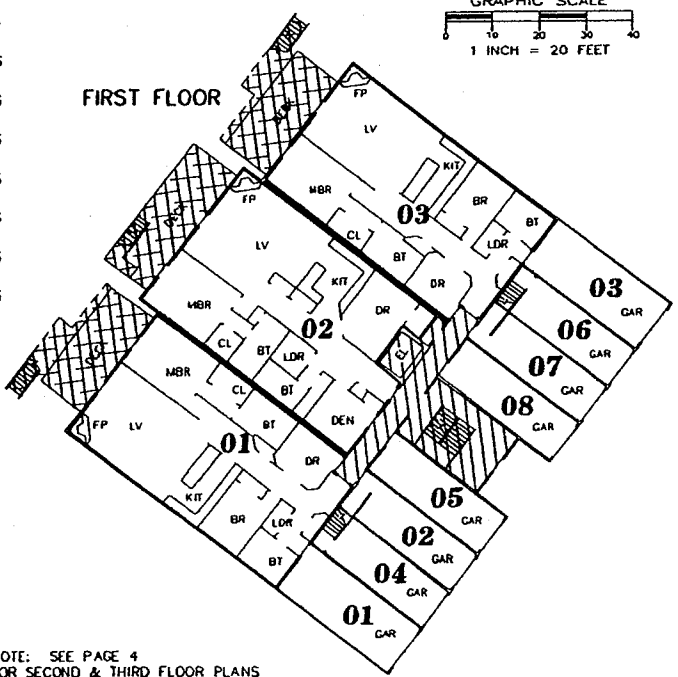
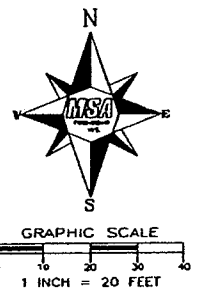
- LEGEND**
-  COMMON ELEMENTS, COMMON HALLWAYS, CORRIDORS, LOBBIES, COMMON STAIRWAYS, ELEVATORS & OPERATING MECHANISMS
 -  LIMITED COMMON ELEMENTS, DECKS AND/OR PORCHES, DRIVEWAY AND SIDEWALK
 - 03** - UNIT DESIGNATION
 - 01 = FLOOR PLANS FOR UNITS 1701, 1801, 1901, 2001
 - 02 = FLOOR PLANS FOR UNITS 1702, 1802, 1902, 2002
 - 03 = FLOOR PLANS FOR UNITS 1703, 1803, 1903, 2003
 - 04 = FLOOR PLANS FOR UNITS 1704, 1804, 1904, 2004
 - 05 = FLOOR PLANS FOR UNITS 1705, 1805, 1905, 2005
 - 06 = FLOOR PLANS FOR UNITS 1706, 1806, 1906, 2006
 - 07 = FLOOR PLANS FOR UNITS 1707, 1807, 1907, 2007
 - 08 = FLOOR PLANS FOR UNITS 1708, 1808, 1908, 2008

- EL = ELEVATOR SHAFT
- MC = ELEVATOR MECH. ROOM
- STO = STORAGE ROOM
- CAR = GARAGE
- LV = GREAT ROOM
- DR = DINING ROOM
- KIT = KITCHEN
- BR = BED ROOM
- MBR = MASTER BED ROOM
- LDR = LAUNDRY ROOM
- BT = BATH
- CL = CLOSET (WALK IN)
- FP = FIRE PLACE

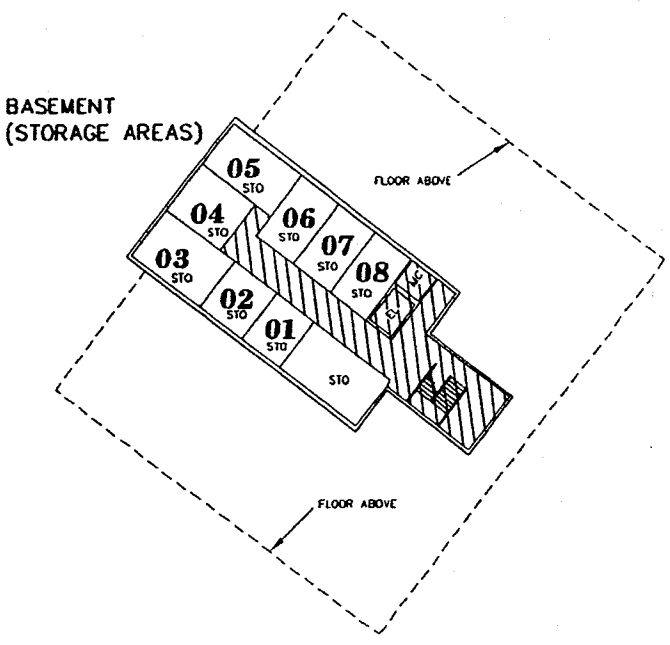
NOTE: FLOOR PLANS SHOWN ARE FROM ARCHITECTS PLANS. UNITS 17, 18, 19, & 20 ONLY

SEE PAGE 5 FOR UNITS 21 THROUGH 25 AND UNITS 27 THROUGH 34

NOTE: SEE DECLARATIONS & PAGE 2 FOR INFORMATION REGARDING FUTURE EXPANSION.





NOTE: SEE PAGE 4 FOR SECOND & THIRD FLOOR PLANS



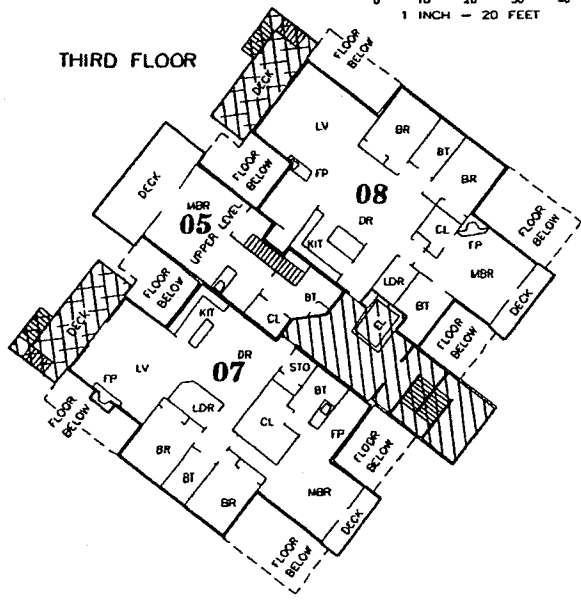
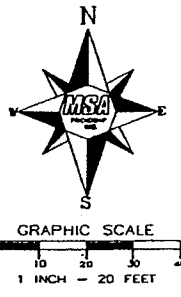
SHEET 4 of 5
 FILE NO. 333895
1st AMENDMENT TO AND RESTATEMENT OF
SUNSET CONDOMINIUMS AT NORTHERN BAY
 1841 20TH AVENUE, ARDVALE, WI. 54613
 RECORD DATE: OCT. 27, 2004
 DRAW BY: JAS
 DATE: SEPT. 2004
 SCALE: 1" = 30'
 CLIENT: NORTHERN BAY, L.L.C.
 17001 STH. 25th
 NEW BERN, WI. 53590
MSA TRANSPORTATION ARCHITECTURAL ENGINEERING
 207 Lake Street, P.O. Box 148, Fitchburg, WI 53511-0148
 608-785-2222 FAX: 608-785-0078
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FIRST AMENDMENT TO AND RESTATEMENT OF
SUNSET CONDOMINIUMS AT NORTHERN BAY, PHASE 1
FLOOR PLAN ADDENDUM

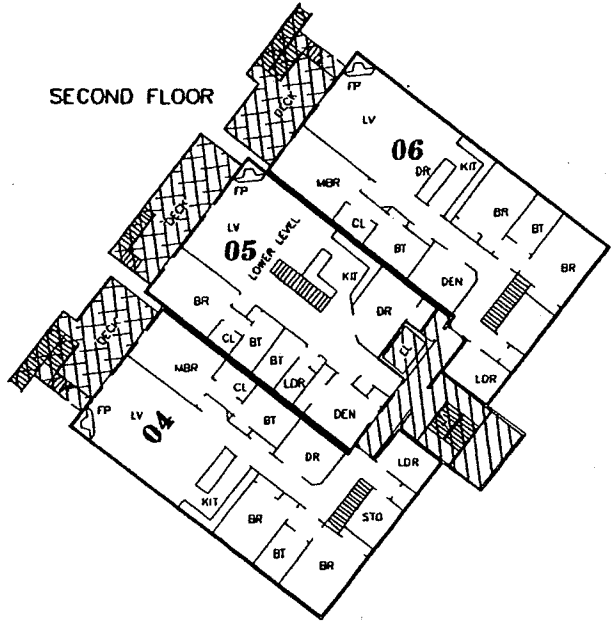
A CONDOMINIUM LOCATED IN PART OF LOTS 3 & 4 OF C.S.M. No. 4577 AND PART OF LOT 1 OF C.S.M. No. 3129 LOCATED IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF GOVERNMENT LOT 2 ALL IN SECTION 36, TOWNSHIP 18 NORTH, RANGE 4 EAST, TOWN OF STRONGS PRAIRIE, ADAMS COUNTY, WISCONSIN

- LEGEND**
-  = COMMON ELEMENTS, COMMON HALLWAYS, CORRIDORS, LOBBIES, COMMON STAIRWAYS, ELEVATORS & OPERATING MECHANISMS
 -  = LIMITED COMMON ELEMENTS, DECKS AND/OR PORCHES, DRIVEWAY AND SIDEWALK
 - 08** = UNIT DESIGNATION
 - 04 = FLOOR PLANS FOR UNITS 1704, 1804, 1904, 2004
 - 05 = FLOOR PLANS FOR UNITS 1705, 1805, 1905, 2005
 - 06 = FLOOR PLANS FOR UNITS 1706, 1806, 1906, 2006
 - 07 = FLOOR PLANS FOR UNITS 1707, 1807, 1907, 2007
 - 08 = FLOOR PLANS FOR UNITS 1708, 1808, 1908, 2008
 - EL = ELEVATOR SHAFT
 - MC = ELEVATOR MECH. ROOM
 - STO = STORAGE ROOM
 - GAR = GARAGE
 - LV = GREAT ROOM
 - DR = DINING ROOM
 - KIT = KITCHEN
 - BR = BED ROOM
 - MBR = MASTER BED ROOM
 - LDR = LAUNDRY ROOM
 - BT = BATH
 - CL = CLOSET (WALK IN)
 - FP = FIRE PLACE

NOTE: FLOOR PLANS SHOWN ARE FROM ARCHITECTS PLANS UNITS 17, 18, 19, & 20 ONLY
 SEE PAGE 5 FOR UNITS 21 THROUGH 25 AND UNITS 27 THROUGH 34
 NOTE: SEE DECLARATIONS & PAGE 2 FOR INFORMATION REGARDING FUTURE EXPANSION.



NOTE: SEE PAGE 3 FOR BASEMENT & FIRST FLOOR PLANS



SHEET
5
OF
5
333895

1st AMENDMENT TO AND RESTATEMENT OF
SUNSET CONDOMINIUMS AT NORTHERN BAY
1841 20TH AVENUE ARDRALE WI 54613

RECORD DATE
OCT. 27, 2004

OWNER
JAS

DATE
SEPT. 2004

CLIENT:
NORTHERN BAY, L.L.C.
N7001 S.T.H. "54"
NEW LISBON, WI 53890

MSA
TRANSPORTATION MATERIAL ASSOCIATION
101 West Street, 2nd Floor, Milwaukee, WI 53201-4244
414-224-2222 Fax: 414-224-0171
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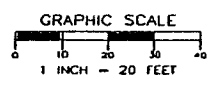
**FIRST AMENDMENT TO AND RESTATEMENT OF
SUNSET CONDOMINIUMS AT NORTHERN BAY, PHASE 1
FLOOR PLAN ADDENDUM**

A CONDOMINIUM LOCATED IN
PART OF LOTS 3 & 4 OF C.S.M. No. 4577 AND PART OF LOT 1 OF C.S.M. No. 3129
LOCATED IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER
AND PART OF GOVERNMENT LOT 2 ALL IN SECTION 36, TOWNSHIP 18 NORTH, RANGE 4 EAST,
TOWN OF STRONGS PRAIRIE, ADAMS COUNTY, WISCONSIN

NOTE: FLOOR PLANS SHOWN
ARE FROM ARCHITECTS PLANS
FOR ALL UNITS EXCEPT
UNITS 17, 18, 19, & 20.

SEE PAGE 3 & 4
FOR UNITS 17 THROUGH 20

NOTE: SEE DECLARATIONS &
PAGE 2
FOR INFORMATION
REGARDING FUTURE
EXPANSION.

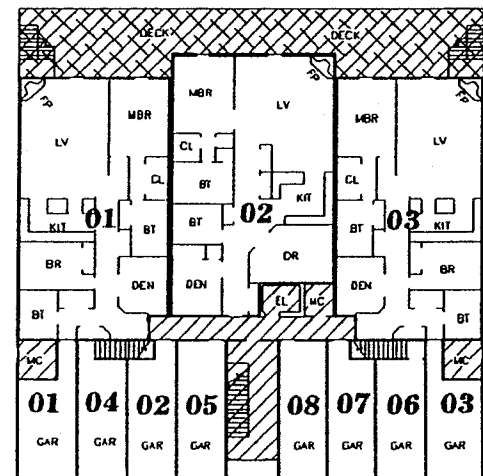


- LEGEND**
- = COMMON ELEMENTS, COMMON HALLWAYS, CORRIDORS, LOBBIES, COMMON STAIRWAYS, ELEVATORS & OPERATING MECHANISMS
 - = LIMITED COMMON ELEMENTS, DECKS AND/OR PORCHES, DRIVEWAY AND SIDEWALK

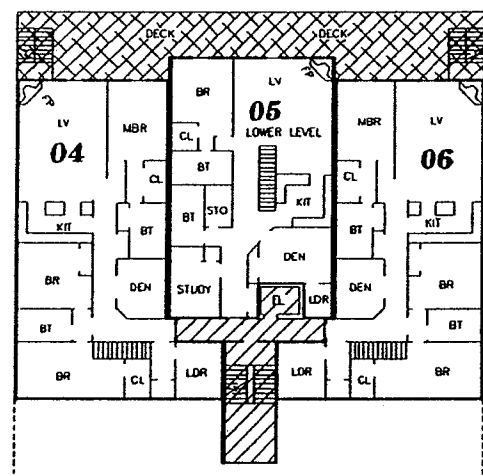
03 - UNIT DESIGNATION
EACH BUILDING HOUSES UNITS
NUMBERED 01 THROUGH 08,
WITH THE FIRST TWO DIGITS
BEING THE BUILDING

- EL = ELEVATOR SHAFT
- MC = MECH. ROOM
- STO = STORAGE ROOM
- GAR = GARAGE
- LV = GREAT ROOM
- DR = DINING ROOM
- KIT = KITCHEN
- BR = BED ROOM
- MBR = MASTER BED ROOM
- LDR = LAUNDRY ROOM
- BT = BATH
- CL = CLOSET (WALK IN)
- FP = FIRE PLACE

FIRST FLOOR



SECOND FLOOR



THIRD FLOOR

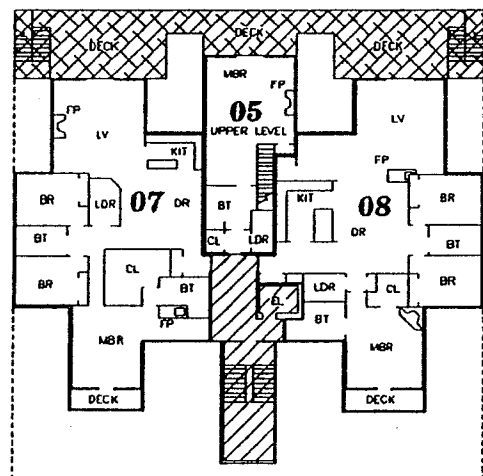


EXHIBIT D

EXPANSION AREA

All of Lot 1 of C.S.M. No. 4452 located in the Northeast Quarter of the Southeast Quarter of Section 36, Township 18 North, Range 4 East, Town of Strongs Prairie, Adams County, Wisconsin; and part of Lots 1 and 2 of C.S.M. No. 4577 located in part of the Northeast Quarter of the Northeast Quarter and part of Government Lot 2 all in Section 36, Township 18 North, Range 4 East, Town of Strongs Prairie, Adams County, Wisconsin, bounded and described as follows:

Commencing at the East Quarter Corner of said of said Section 36, thence N00°01'09"W along the East Line of the Northeast Quarter of said Section 36 a distance of 311.61 feet to the Point of Beginning. Thence S89°58'51"W a distance of 181.17 feet; thence N80°41'28"W a distance of 62.13 feet; thence N00°01'09"W a distance of 515.09 feet; thence N80°56'07"W a distance of 287.61 feet; thence N67°21'24"W a distance of 505.24 feet; thence N52°32'19"W a distance of 246.23 feet to the Meander Line of Castle Rock Lake; thence N30°28'49"E along said Meander Line a distance of 611.03 feet; thence S88°24'32"E a distance of 878.34 feet to the East Line of the Northeast Quarter of said Section 36; thence S00°01'09"E along said East Line a distance of 88.33 feet; thence N88°24'32"W a distance of 262.46 feet; thence S09°47'53"W a distance of 144.79 feet; thence S21°41'39"E a distance of 85.43 feet; thence S15°15'43"E a distance of 126.56 feet; thence S21°41'39"E a distance of 120.00 feet; thence S13°09'31"E a distance of 57.61 feet; thence S04°14'22"W a distance of 150.31 feet; thence N89°58'51"E a distance of 175.96 feet to the East Line of the Northeast Quarter of said Section 36; thence S00°01'09"E along said East Line a distance of 674.24 feet to the Point of Beginning. Together with the lands lying between the Meander Line of Castle Rock Lake and the Shore Line of said Lake and the Lot Lines extended.

Subject to any and all covenants, restrictions, easements, and right-of-way of record.

SCHEDULE II

ANCHORBANK, fsb MORTGAGES

- ❖ Mortgage dated March 23, 2004 recorded in the office of the Register of Deeds of Adams County, Wisconsin on March 24, 2004 as Document No. 431994.
- ❖ Mortgage dated July 6, 2004 recorded in the office of the Register of Deeds of Adams County, Wisconsin on July 15, 2004 as Document No. 435165.
- ❖ Mortgage dated July 6, 2004 recorded in the office of the Register of Deeds of Adams County, Wisconsin on July 15, 2004 as Document No. 435166.
- ❖ Mortgage dated July 6, 2004 recorded in the office of the Register of Deeds of Adams County, Wisconsin on July 15, 2004 as Document No. 435167.
- ❖ Mortgage dated July 6, 2004 recorded in the office of the Register of Deeds of Adams County, Wisconsin on July 15, 2004 as Document No. 435168.
- ❖ Mortgage dated July 6, 2004 recorded in the office of the Register of Deeds of Adams County, Wisconsin on July 15, 2004 as Document No. 435169.
- ❖ Mortgage dated July 6, 2004 recorded in the office of the Register of Deeds of Adams County, Wisconsin on July 15, 2004 as Document No. 435170.
- ❖ Mortgage dated July 6, 2004 recorded in the office of the Register of Deeds of Adams County, Wisconsin on July 15, 2004 as Document No. 435171.
- ❖ Mortgage dated July 6, 2004 recorded in the office of the Register of Deeds of Adams County, Wisconsin on July 15, 2004 as Document No. 435172.

SCHEDULE I

Computer #	Bldg #	Unit #	Computer #	Bldg #	Unit #	Computer #	Bldg #	Unit #	Computer #	Bldg #	Unit #	Computer #	Bldg #	Unit #
34-2819-400	(17)	1701	34-2819-424	(20)	2001	34-2819-448	23	1	34-2819-472	26	1	34-2819-480	27	1
34-2819-401		2	34-2819-425		2	34-2819-449		2	34-2819-473		2	34-2819-481		2
34-2819-402		3	34-2819-426		3	34-2819-450		3	34-2819-474		3	34-2819-482		3
34-2819-403		4	34-2819-427		4	34-2819-451		4	34-2819-475		4	34-2819-483		4
34-2819-404		5	34-2819-428		5	34-2819-452		5	34-2819-476		5	34-2819-484		5
34-2819-405		6	34-2819-429		6	34-2819-453		6	34-2819-477		6	34-2819-485		6
34-2819-406		7	34-2819-430		7	34-2819-454		7	34-2819-478		7	34-2819-486		7
34-2819-407		8	34-2819-431		8	34-2819-455		8	34-2819-479		8	34-2819-487		8
34-2819-408	(18)	1801	34-2819-432	21	1	34-2819-456	24	1	34-2819-488	28	1	34-2819-488		1
34-2819-409		2	34-2819-433		2	34-2819-457		2	34-2819-489		2	34-2819-489		2
34-2819-410		3	34-2819-434		3	34-2819-458		3	34-2819-490		3	34-2819-490		3
34-2819-411		4	34-2819-435		4	34-2819-459		4	34-2819-491		4	34-2819-491		4
34-2819-412		5	34-2819-436		5	34-2819-460		5	34-2819-492		5	34-2819-492		5
34-2819-413		6	34-2819-437		6	34-2819-461		6	34-2819-493		6	34-2819-493		6
34-2819-414		7	34-2819-438		7	34-2819-462		7	34-2819-494		7	34-2819-494		7
34-2819-415		8	34-2819-439		8	34-2819-463		8	34-2819-495		8	34-2819-495		8
34-2819-416	(19)	1901	34-2819-440	22	1	34-2819-464	25	1	34-2819-487		8	34-2819-487		8
34-2819-417		2	34-2819-441		2	34-2819-465		2	34-2819-488		1	34-2819-488		1
34-2819-418		3	34-2819-442		3	34-2819-466		3	34-2819-489		2	34-2819-489		2
34-2819-419		4	34-2819-443		4	34-2819-467		4	34-2819-490		3	34-2819-490		3
34-2819-420		5	34-2819-444		5	34-2819-468		5	34-2819-491		4	34-2819-491		4
34-2819-421		6	34-2819-445		6	34-2819-469		6	34-2819-492		5	34-2819-492		5
34-2819-422		7	34-2819-446		7	34-2819-470		7	34-2819-493		6	34-2819-493		6
34-2819-423		8	34-2819-447		8	34-2819-471		8	34-2819-494		7	34-2819-494		7
									34-2819-471		8	34-2819-471		8

Sunset Condos @ Northern Bay-Phase 1

On Computer

Parent Parcel: 34-346-15

SU55

Computer #	Bldg #	Unit #	Computer #	Bldg #	Unit #
34-2819-496	29	1	34-2819-520	32	1
34-2819-497		2	34-2819-521		2
34-2819-498		3	34-2819-522		3
34-2819-499		4	34-2819-523		4
34-2819-500		5	34-2819-524		5
34-2819-501		6	34-2819-525		6
34-2819-502		7	34-2819-526		7
34-2819-503		8	34-2819-527		8
34-2819-504	30	1	34-2819-528	33	1
34-2819-505		2	34-2819-529		2
34-2819-506		3	34-2819-530		3
34-2819-507		4	34-2819-531		4
34-2819-508		5	34-2819-532		5
34-2819-509		6	34-2819-533		6
34-2819-510		7	34-2819-534		7
34-2819-511		8	34-2819-535		8
34-2819-512	31	1	34-2819-536	34	1
34-2819-513		2	34-2819-537		2
34-2819-514		3	34-2819-538		3
34-2819-515		4	34-2819-539		4
34-2819-516		5	34-2819-540		5
34-2819-517		6	34-2819-541		6
34-2819-518		7	34-2819-542		7
34-2819-519		8	34-2819-543		8

**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF SUNSET
CONDOMINIUMS AT NORTHERN BAY (PHASE 2)**

**(The page numbers for this Section are formatted "2C:"
followed by the number of the page and are located
at the lower right hand corner.)**

441027

VOL 3833 PAGE 22

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF SUNSET CONDOMINIUMS
AT NORTHERN BAY
(PHASE 2)

Document Number

Recorded-Adams County WI
Register of Deeds Office-
Jodi M. Helgeson-Register

FEB 07 2005

Time: 1:15 pm

Volume: 3833 Page: 22-37

Fee: 41 pd. 5152 16

WHEREAS, on December 5, 2003, Northern Bay, LLC, a Wisconsin limited liability company ("Declarant") did execute that certain Declaration of Condominium for Sunset Condominiums at Northern Bay, recorded in the Office of the Register of Deeds for Adams County on January 27, 2004, as Document Number 430632, as amended by the First Amendment to Declaration of Condominium of Sunset Condominiums at Northern Bay (Phase 1), dated November 12, 2004 and recorded with the Adams County Register of Deeds on November 12, 2004 in Volume 3765, Page 55, as Document Number 38863 (collectively the "Declaration") and Condominium Plat recorded on January 27, 2004 in File 1 of Condo Plats, Envelope 55, as Document Number 430633, as amended by the First Amendment to and Restatement of Sunset Condominiums at Northern Bay, Phase 1, Boundary Addendum, Expansion Area Addendum and Floor Plan Addendum (collectively the "Plat"). As used herein "Condominium" shall collectively refer to the "Declaration" and the "Plat."

Recording Area

Name and Return Address

James I. Statz
Solheim Billing & Grimmer, S.C.
P.O. Box 1644
Madison, WI 53701-1644

WHEREAS, Article VI of said Declaration sets forth that Declarant reserves, for a period of ten (10) years from the date of recording said Declaration, the right to expand the Condominium by including certain additional property thereto;

Parcel Identification Number (PIN)

WHEREAS, the original recorded Plat shows the location of all buildings and Units, and other improvements which may be constructed as shown on the Plat;

WHEREAS, the Plat shows Eighteen (18) buildings with Eight (8) units in each building, together with the common elements appurtenant thereto, being buildings 17 through 34 inclusive;

WHEREAS, Declarant desires to add the buildings and units designated as "Phase 2" on the Plat of Sunset Condominiums at Northern Bay, Phase 2 ("Phase 2") to the Condominium;

WHEREAS, Phase 2 shows Fourteen (14) buildings with Eight (8) units in each building, together with the common elements appurtenant thereto, being buildings 1 through 12, 14 and 16;

WHEREAS, the buildings and units added by Phase 2 brings the total buildings within the Condominium to Thirty-one (31) and the total units within the Condominium to Two Hundred and Forty-eight (248); and

NOW THEREFORE, Declarant does hereby make this Second Amendment to Declaration of Condominium of Sunset Condominiums at Northern Bay (Phase 2) ("Second Amendment") as follows:

1. The legal description of Phase 2 is shown on Exhibit A. This Second Amendment adds Fourteen (14) buildings and One Hundred and Twelve (112) units to the Condominium as shown on the Plat for Phase 2, a reduced copy of which is attached as Exhibit B.

2. The percentage interest in the common elements appurtenant to each unit in the Condominium shall be the percentage equal to one (1) divided by Two Hundred and Forty-eight (248), that being the total number of units in the Condominium subsequent to this Second Amendment.

3. The percentage interest in insurance or condemnation proceeds shall be the percentage assigned to each unit under Exhibit C attached hereto, being determined by the Declarant based on the relative values of the individual units compared to all units that are part of the Condominium subsequent to this Second Amendment.

4. The area of expansion identified by the Declarant on Exhibit D of the Declaration is designated on the Plat for Phase 2 as "Expansion Area" and legally described on Exhibit B attached hereto.

5. The terms and provisions set forth in this Second Amendment shall run with and bind the land described in said original Declaration, together with and including all present and future owners, occupants and mortgagees, and all parties claiming an interest in said real estate, their heirs, personal representatives, successors and assigns, until such time as the Condominium established by the Declaration and all rights of the Declarant to expand shall have terminated in accordance with the terms and provisions as set forth in the Declaration, by operation of law, or by the required voluntary action on the part of the Declarant and/or the Unit Owners of Sunset Condominiums at Northern Bay.

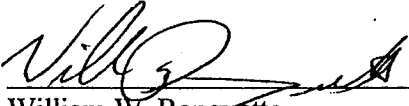
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned Declarant, Northern Bay, LLC, does hereby execute this Second Amendment to Declaration to be recorded in the Office of the Register of Deeds for Adams County, Wisconsin.

Dated this 21st day of January, 2005.

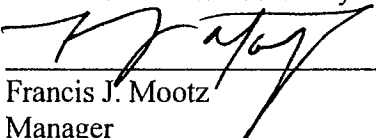
NORTHERN BAY, LLC
a Wisconsin limited liability company

By: The GilRan Group, LLC,
a Wisconsin limited liability company

By: 

William W. Ranguette
Manager

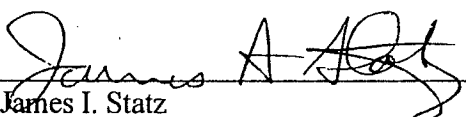
By: Wisconsin Golf, LLC,
a Wisconsin limited liability company

By: 

Francis J. Mootz
Manager

AUTHENTICATION

Signatures of William W. Ranguette and Francis J. Mootz authenticated this 21st day of January, 2005.



James I. Statz

TITLE: MEMBER STATE BAR OF WISCONSIN

CONSENT OF DECLARANT'S MORTGAGEE

The undersigned AnchorBank, fsb as first mortgagee in those certain Real Estate Mortgages from Northern Bay, LLC to AnchorBank, fsb as further described on Schedule I, does hereby consent to this Second Amendment to Declaration of Sunset Condominiums at Northern Bay.

Dated this 24th day of January, 2005.

ANCHORBANK, fsb

By:

Edward W. Kinney

Name:

Edward W. Kinney

Title:

Vice President

By:

Name:

Title:

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 24 day of January, 2005, the above named Edward Kinney and _____ as Vice President and _____ of AnchorBank, fsb, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Michelle Pobjoy

Notary Public, State of Wisconsin

My Commission: 10-15-2008



CONSENT OF DECLARANT'S MORTGAGEE

The undersigned David M. Kennedy, as mortgagee in that certain Real Estate Mortgage from Northern Bay, LLC to David M. Kennedy dated the 29th day of March, 2004, recorded on the 1st day of April, 2004 in the office of the Register of Deeds for Adams County, Wisconsin, as Document No. 432143, does hereby consent to this Second Amendment to Declaration of Sunset Condominiums at Northern Bay.

Dated this 17th day of January, 2005.

David M. Kennedy
David M. Kennedy

ACKNOWLEDGEMENT

~~STATE OF WISCONSIN~~)
)ss.
~~COUNTY OF DANE~~)

~~Personally came before me this _____ day of _____, 2005, the above named David M. Kennedy to me known to be the person who executed the foregoing instrument and acknowledged the same.~~

Notary Public, State of Wisconsin
~~My Commission:~~ _____

AUTHENTICATION

Signatures of David M. Kennedy authenticated this 21st day of January, 2005.

Matthew S. MacWilliams
Matthew S. MacWilliams
TITLE: MEMBER STATE BAR OF WISCONSIN

This instrument was drafted by:

Matthew S. MacWilliams
Solheim Billing & Grimmer, S.C.
1 South Pinckney Street, Suite 301
P. O. Box 1644
Madison, Wisconsin 53701-1644

EXHIBIT A

LEGAL DESCRIPTION OF PHASE 2

Part of Lots 1 and 2 of C.S.M. No. 4577 located in part of the Northeast Quarter of the Northeast Quarter and part of Government Lot 2 all located in Section 36, Township 18 North, Range 4 East, Town of Strongs Prairie, Adams County, Wisconsin, bounded and described as follows:

Commencing at the East Quarter Corner of said Section 36, thence N00°01'09"W along the East Line of the Northeast Quarter of said Section 36 a distance of 311.61 feet to the Point of Beginning; thence S89°58'51"W a distance of 181.17 feet; thence N80°41'28"W a distance of 62.13 feet; thence N00°01'09"W a distance of 515.09 feet; thence N80°58'07"W a distance of 287.61 feet; thence N67°21'24"W a distance of 505.24 feet; thence N52°32'19"W a distance of 246.23 feet to the Meander Line of Castle Rock Lake; thence N30°28'49"E along said Meander Line a distance of 445.88 feet; thence S60°07'59"E a distance of 162.07 feet; S54°17'00"E a distance of 191.41 feet; thence N67°15'25"E a distance of 229.33 feet; thence N09°38'33"E a distance of 171.95 feet; thence S88°24'32"E a distance of 167.44 feet; thence S08°47'53"W a distance of 169.33 feet; thence S21°41'39"E a distance of 85.43 feet; thence S15°15'43"E a distance of 126.56 feet; thence S21°41'39"E a distance of 120.00 feet; thence S13°09'31"E a distance of 57.61 feet; thence S04°14'22"W a distance of 150.31 feet; thence N89°58'51"E a distance of 175.96 feet to the East Line of the Northeast Quarter of said Section 36; thence S00°01'09"E along said East Line a distance of 674.24 feet to the East Quarter Corner of said Section 36 and the Point of Beginning; Together with the lands lying between the Meander Line of Castle Rock Lake and the Shore Line of said Lake and the Lot Lines extended. Containing 699,142 sq.ft. (16.05 Acres), more or less. Subject to any and all covenants, restrictions, easements, and right-of-way of record.

EXHIBIT B

SUNSET CONDOMINIUMS AT NORTHBAY, PHASE 2

SHEET
1 3
FILE NO.
333895

PRELIMINARY CONDOMINIUM PLAT
**SUNSET CONDOMINIUMS
AT NORTHERN BAY, PHASE 2**

A CONDOMINIUM LOCATED IN
PART OF LOTS 1 & 2 OF C.S.M. No. 4577 LOCATED IN
PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF
GOVERNMENT LOT 2 ALL IN SECTION 36, TOWNSHIP 18 NORTH, RANGE 4 EAST,
TOWN OF STRONGS PRAIRIE, ADAMS COUNTY, WISCONSIN

LEGEND

- = 3/4" IRON ROD, FOUND
- ⊙ = 1 1/4" IRON ROD, FOUND
- ⊕ = EXISTING GOVERNMENT MONUMENT
SEE CO. SURVEYOR'S RECORDS
- 17 = BUILDING NUMBER DESIGNATION
EACH BUILDING HOUSES UNITS
NUMBERED 01 THROUGH 08,
WITH THE FIRST TWO DIGITS
BEING THE BUILDING
- 23 = BUILDING NUMBER DESIGNATION
FOR FUTURE BUILDINGS

SEE PAGE 3 OF THIS PLAT FOR
FLOOR PLANS.

NOTE: UTILITY EASEMENT.
A 20' WIDE UTILITY EASEMENT IS
HEREBY GRANTED, THE CENTERLINE
OF WHICH IS THE CENTERLINE
OF THE DRIVEWAY EASEMENT.

NOTE: SEE DECLARATIONS &
PAGE 2
FOR INFORMATION
REGARDING FUTURE
EXPANSION.

PRELIMINARY CONDOMINIUM PLAT, PHASE 2
SUNSET CONDOMINIUMS AT NORTHERN BAY
1841 20TH AVENUE, ARSDALE, WI 54613

DATE FILED AND RECORDED
DRAWN BY
CHECKED BY G.P.R.
DATE
VOL. 1

CLIENT:
NORTHERN BAY, L.L.C.
N 1801 S 1/4, 38'
NEW LEBANON, WI 53590

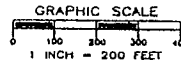
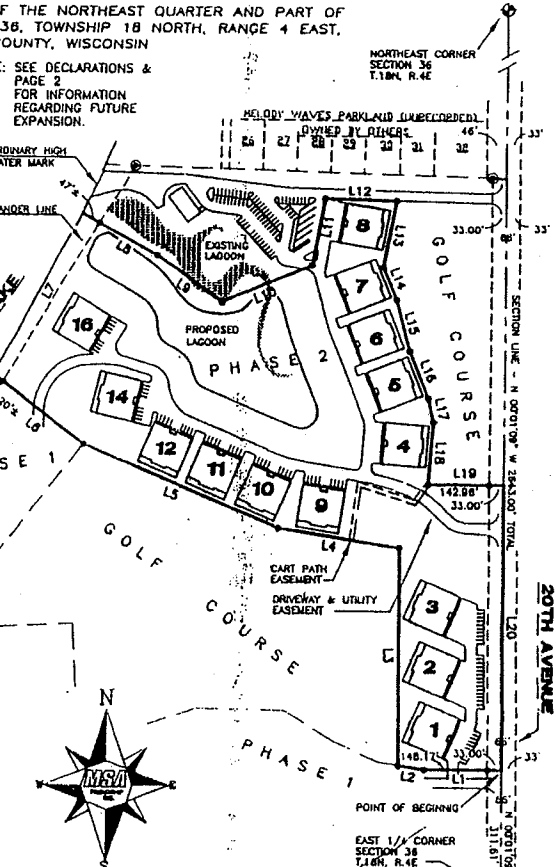
MSA
TRANSPORTATION
ENGINEERING
SURVEYING
CONSULTING
201 Sun Prairie Road, Sun Prairie, WI 53181-1444
© 2001 MSA Professional Services, Inc.

NUMBER	Direction	Distance
L1	S 89°58'51" W	181.17'
L2	N 80°41'28" W	82.13'
L3	N 00°01'09" W	515.09'
L4	N 80°58'07" W	287.61'
L5	N 87°21'24" W	505.24'
L6	N 52°32'19" W	246.23'
L7	N 30°28'49" E	445.88'
L8	S 60°07'59" E	162.07'
L9	S 54°17'00" E	181.41'
L10	N 87°15'25" E	329.33'
L11	N 09°38'33" E	171.05'
L12	S 85°24'32" E	167.44'
L13	S 09°47'53" W	189.33'
L14	S 21°41'39" E	85.43'
L15	S 15°15'43" E	128.56'
L16	S 21°41'39" E	120.00'
L17	S 13°08'31" E	57.61'
L18	S 04°14'22" W	150.31'
L19	N 89°58'51" E	175.96'
L20	S 00°01'09" E	874.24'

PHASE 2 AREA:
699,142 SQ.FT. ± (16.05 ACRES ±)
682,536 SQ.FT.
(15.66 ACRES) TO MEANDER LINE

PHASE 2 DESCRIPTION:

Part of Lots 1 and 2 of C.S.M. No. 4577 located in part of the Northeast Quarter of the Northeast Quarter and part of Government Lot 2 all located in Section 36, Township 18 North, Range 4 East, Town of Strong's Prairie, Adams County, Wisconsin, bounded and described as follows:
Commencing at the East Quarter Corner of said Section 36, thence N00°01'09"W along the East Line of the Northeast Quarter of said Section 36 a distance of 311.61 feet to the Point of Beginning; thence S89°58'51"W a distance of 181.17 feet; thence N80°41'28"W a distance of 82.13 feet; thence N00°01'09"W a distance of 515.09 feet; thence N80°58'07"W a distance of 287.61 feet; thence N87°21'24"W a distance of 505.24 feet; thence N52°32'19"W a distance of 246.23 feet to the Meander Line of Castle Rock Lake; thence N30°28'49"E along said Meander Line a distance of 445.88 feet; thence S60°07'59"E a distance of 162.07 feet; thence S54°17'00"E a distance of 181.41 feet; thence N67°15'25"E a distance of 329.33 feet; thence N09°38'33"E a distance of 171.05 feet; thence S85°24'32"E a distance of 167.44 feet; thence S09°47'53"W a distance of 189.33 feet; thence S21°41'39"E a distance of 85.43 feet; thence S15°15'43"E a distance of 128.56 feet; thence S21°41'39"E a distance of 120.00 feet; thence S13°08'31"E a distance of 57.61 feet; thence S04°14'22"W a distance of 150.31 feet; thence N89°58'51"E a distance of 175.96 feet to the East Line of the Northeast Quarter of said Section 36; thence S00°01'09"E along said East Line a distance of 874.24 feet to the East Quarter Corner of said Section 36 and the Point of Beginning. Together with the lands lying between the Meander Line of Castle Rock Lake and the Shore Line of said Lake and the Lot Lines extended. Containing 699,142 sq.ft. (16.05 Acres), more or less. Subject to any and all covenants, restrictions, assessments, and right-of-way of record.



THE EAST LINE OF THE NE 1/4 OF SECTION 36-18-4 WAS ASSIGNED A BEARING OF S02°01'09" E AS THE BASIS OF BEARINGS ON THIS MAP.

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT HE IS A LICENSED LAND SURVEYOR AUTHORIZED TO PRACTICE HIS PROFESSION IN THIS STATE. THAT HE HAS SURVEYED AND MAPPED THE REAL ESTATE DESCRIBED AND PICTURED ON THESE SHEETS OF THESE CONDOMINIUM PLAT. THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND THE CONDOMINIUM DESCRIBED; AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT AND EACH THRESHOLD UNIT (IF ANY) AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

DATED THIS _____ DAY OF _____, 2001

IF THE SURVEYOR'S SEAL IS NOT RED IN COLOR, THIS MAP IS A COPY AND SHOULD BE ASSUMED TO CONTAIN UNAUTHORIZED ALTERATIONS. THE CERTIFICATION DOES NOT APPLY TO COPIES.
GREGORY P. RUMENART, S-1478

SHEET 2 OF 3
 FILE NO. 333895
 PRELIMINARY CONDOMINIUM PLAT, PHASE 2
 SUNSET CONDOMINIUMS AT NORTHERN BAY
 1841 20TH AVENUE, ARDRALE WI 54813
 PLAN NO. 133895
 DATE DEC. 2004
 CLIENT: NORTHERN BAY, L.L.C.
 1841 20TH AVENUE, ARDRALE, WI 54813
 MSA TRANSPORTATION & CONSTRUCTION, INC.
 1000 W. WISCONSIN AVENUE, SUITE 200, MILWAUKEE, WI 53233
 © 2004 MSA TRANSPORTATION & CONSTRUCTION, INC.

PRELIMINARY CONDOMINIUM PLAT
SUNSET CONDOMINIUMS
AT NORTHERN BAY, PHASE 2
 EXPANSION AREAS

ALL OF LOT 1 OF C.S.M. No. 4452
 LOCATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER
 SECTION 36, TOWNSHIP 18 NORTH, RANGE 4 EAST, TOWN OF STRONGS PRAIRIE,
 ADAMS COUNTY, WISCONSIN

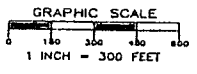
LEGEND

- = 3/4" IRON ROD, FOUND
- ⊙ = 1 1/4" IRON ROD, FOUND
- ⊕ = EXISTING GOVERNMENT MONUMENT
SEE CO. SURVEYOR'S RECORDS
- 17 = BUILDING NUMBER DESIGNATION
EACH BUILDING HOUSES UNITS
NUMBERED 01 THROUGH 08,
WITH THE FIRST TWO DIGITS
BEING THE BUILDING
- 23 = BUILDING NUMBER DESIGNATION
FOR FUTURE BUILDINGS

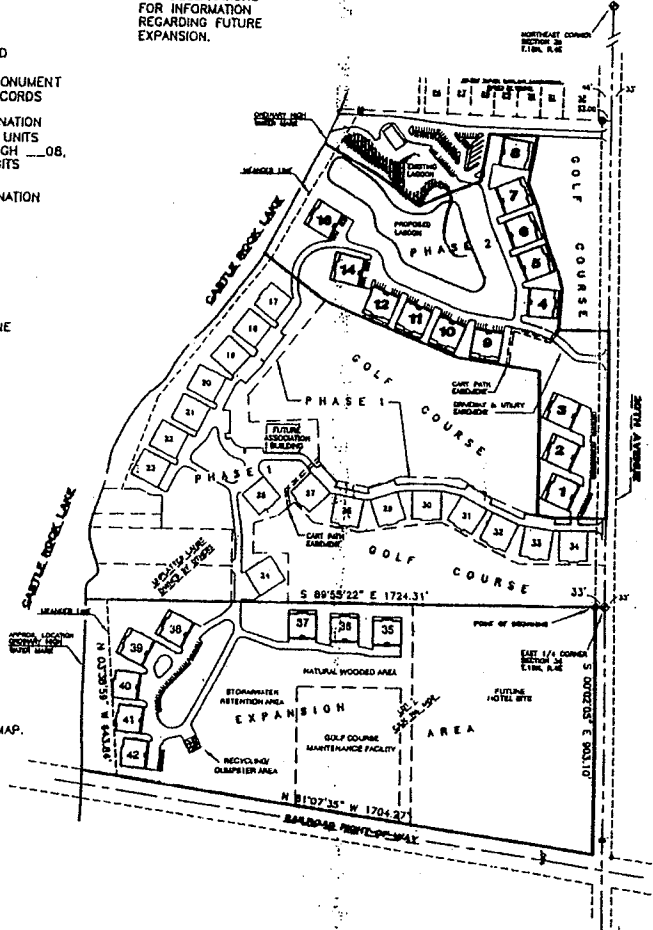
NOTE: SEE DECLARATIONS
FOR INFORMATION
REGARDING FUTURE
EXPANSION.

SEE PAGE 3 OF THIS PLAT FOR
FLOOR PLANS.

NOTE: UTILITY EASEMENT
A 20' WIDE UTILITY EASEMENT IS
HEREBY GRANTED, THE CENTERLINE
OF WHICH IS THE CENTERLINE OF
THE DRIVEWAY EASEMENT.



THE EAST LINE OF THE NE1/4 OF
SECTION 36-18-4 WAS ASSIGNED
A BEARING OF S00°01'09"E AS
THE BASIS OF BEARINGS ON THIS MAP.



CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE HOLDER OF A MORTGAGE EXECUTED BY
 NORTHERN BAY, LLC TO THE UNDERSIGNED RECORDED IN THE OFFICE OF
 THE REGISTER OF DEEDS OF ADAMS COUNTY, WISCONSIN ON
 _____ DAY OF _____ 20____ AS DOCUMENT NO. _____
 IN VOLUME _____ OF RECORDS AT PAGE _____

DOES HEREBY CONSENT TO ALL OF THE TERMS AND CONDITIONS OF THE
 "SUNSET CONDOMINIUMS AT NORTHERN BAY, PHASE 1, SHEETS 1 THRU 4,
 AND AGREES THAT ITS INTEREST IN THE PROPERTY SHALL BE SUBJECT TO
 ALL RESPECTS TO THE TERMS THEREOF.

DATED THIS _____ DAY OF _____ 20____

ANCHORBANK, fsb
 BY: _____
 NAME: _____
 ITS: _____

STATE OF WISCONSIN)
 COUNTY OF _____)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ 2010____

THE _____ OF ANCHORBANK, fsb, WHO ACKNOWLEDGED THE
 PURSUING DOCUMENT FOR THE PURPOSES RECITED THEREIN ON BEHALF
 OF SAID COMPANY.

NAME: _____
 NOTARY PUBLIC, STATE OF WISCONSIN
 MY COMMISSION: _____

EXPANSION AREA DESCRIPTION:

All of Lot 1 of C.S.M. No. 4452 located in part of the
 Northeast Quarter of the Southeast Quarter of Section 36,
 Township 18 North, Range 4 East, Town of Strong's Prairie,
 Adams County, Wisconsin, bounded and described as follows:
 Commencing at the East Quarter Corner of said Section
 36, thence N89°55'22"W a distance of 33.00 feet to the
 West Right-of-way Line of 20th Ave. and the Point of
 Beginning.
 Thence S00°02'05"E along said Right-of-way Line a distance
 of 903.10 feet to the North Railroad Right-of-way Line;
 thence N81°07'35"W along said Right-of-way Line a distance
 of 1704.27 feet to the Meander Line of Castle Rock Lake;
 thence N03°38'59"W along said Meander Line a distance of
 643.84'; thence S89°55'22"E a distance of 1724.31 feet to
 the West Right-of-way Line of 20th Ave. and the Point of
 Beginning.

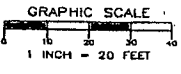
SHEET
3 of 3
FILE NO.
333895

PRELIMINARY CONDOMINIUM PLAT
**SUNSET CONDOMINIUMS
AT NORTHERN BAY, PHASE 2**

A CONDOMINIUM LOCATED IN
PART OF LOTS 1 & 2 OF C.S.M. No. 4577 LOCATED IN
PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF
GOVERNMENT LOT 2 ALL IN SECTION 36, TOWNSHIP 18 NORTH, RANGE 4 EAST,
TOWN OF STRONGS PRAIRIE, ADAMS COUNTY, WISCONSIN

NOTE: FLOOR PLANS SHOWN
ARE FROM ARCHITECTS PLANS.
FOR UNITS 1 THROUGH 12 AND
UNITS 14, & 16

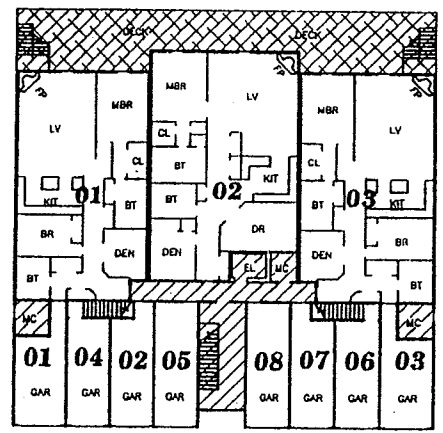
NOTE: SEE DECLARATIONS &
PAGE 2
FOR INFORMATION
REGARDING FUTURE
EXPANSION.



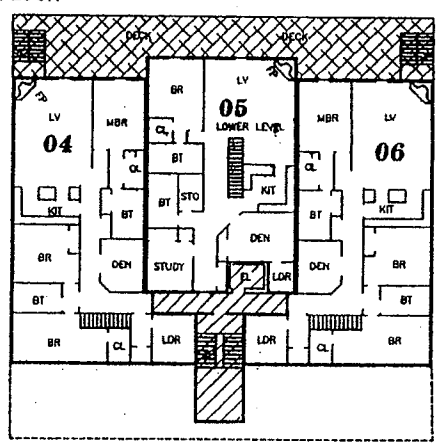
LEGEND

- COMMON ELEMENTS, COMMON HALLWAYS, CORRIDORS, LOBBIES, COMMON STAIRWAYS, ELEVATORS & OPERATING MECHANISMS
- LIMITED COMMON ELEMENTS, DECKS AND/OR PORCHES, DRIVEWAY AND SIDEWALK
- 03** - UNIT DESIGNATION EACH BUILDING HOUSES UNITS NUMBERED 01 THROUGH 08, WITH THE FIRST TWO DIGITS BEING THE BUILDING
- EL = ELEVATOR SHAFT
- MC = MECH. ROOM
- STO = STORAGE ROOM
- GAR = GARAGE
- LV = GREAT ROOM
- DR = DINING ROOM
- KIT = KITCHEN
- BR = BED ROOM
- MBR = MASTER BED ROOM
- LDR = LAUNDRY ROOM
- BT = BATH
- CL = CLOSET (WALK IN)
- FP = FIRE PLACE

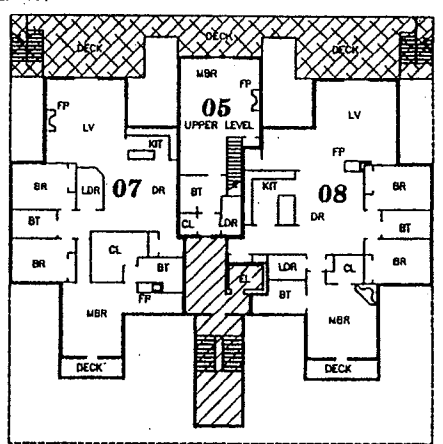
FIRST FLOOR



SECOND FLOOR



THIRD FLOOR



PRELIMINARY CONDOMINIUM PLAT, PHASE 2
SUNSET CONDOMINIUMS AT NORTHERN BAY
1841 20TH AVENUE ARKDALE, WI 54601

OWNER	FILE	PROJECT NO.
WISCONSIN STATE	JAS	333895
ORDER BY GPR	DEC 2004	

CLIENT:
NORTHERN BAY, L.L.C.
17001 5TH ST.
NEW LONDON, WI 53590

MSA
TRANSPORTATION ARCHITECTURAL ENGINEERING
301 W. Wisconsin Ave., Suite 319, Milwaukee, WI 53233-3119
© 2004 MSA Professional Services, Inc.

EXHIBIT C

PERCENTAGE INTERESTS

Unit No.	Percentage Interest
0101	.34%
0102	.35%
0103	.34%
0104	.44%
0105	.48%
0106	.44%
0107	.41%
0108	.42%
0201	.34%
0202	.35%
0203	.34%
0204	.44%
0205	.48%
0206	.44%
0207	.41%
0208	.42%
0301	.34%
0302	.35%
0303	.34%
0304	.44%
0305	.48%
0306	.44%
0307	.41%
0308	.42%
0401	.34%
0402	.35%
0403	.34%
0404	.44%
0405	.48%
0406	.44%
0407	.41%
0408	.42%
0501	.34%
0502	.35%
0503	.34%
0504	.44%
0505	.48%
0506	.44%
0507	.41%
0508	.42%
0601	.34%

Unit No.	Percentage Interest
0602	.35%
0603	.34%
0604	.44%
0605	.48%
0606	.44%
0607	.41%
0608	.42%
0701	.34%
0702	.35%
0703	.34%
0704	.44%
0705	.48%
0706	.44%
0707	.41%
0708	.42%
0801	.34%
0802	.35%
0803	.34%
0804	.44%
0805	.48%
0806	.44%
0807	.41%
0808	.42%
0901	.34%
0902	.35%
0903	.34%
0904	.44%
0905	.48%
0906	.44%
0907	.41%
0908	.42%
1001	.34%
1002	.35%
1003	.34%
1004	.44%
1005	.48%
1006	.44%
1007	.41%
1008	.42%
1101	.34%
1102	.35%

Unit No.	Percentage Interest
1103	.34%
1104	.44%
1105	.48%
1106	.44%
1107	.41%
1108	.42%
1201	.34%
1202	.35%
1203	.34%
1204	.44%
1205	.48%
1206	.44%
1207	.41%
1208	.42%
1401	.34%
1402	.35%
1403	.34%
1404	.44%
1405	.48%
1406	.44%
1407	.41%
1408	.42%
1601	.34%
1602	.35%
1603	.34%
1604	.44%
1605	.48%
1606	.44%
1607	.41%
1608	.42%
1701	.34%
1702	.35%
1703	.34%
1704	.44%
1705	.48%
1706	.44%
1707	.41%
1708	.42%
1801	.34%
1802	.35%
1803	.34%

EXHIBIT C

Unit No.	Percentage Interest
1804	.44%
1805	.48%
1806	.44%
1807	.41%
1808	.42%
1901	.34%
1902	.35%
1903	.34%
1904	.44%
1905	.48%
1906	.44%
1907	.41%
1908	.42%
2001	.34%
2002	.35%
2003	.34%
2004	.44%
2005	.48%
2006	.44%
2007	.41%
2008	.42%
2101	.34%
2102	.35%
2103	.34%
2104	.44%
2105	.48%
2106	.44%
2107	.41%
2108	.42%
2201	.34%
2202	.35%
2203	.34%
2204	.44%
2205	.48%
2206	.44%
2207	.41%
2208	.42%
2301	.34%
2302	.35%
2303	.34%
2304	.44%
2305	.48%

Unit No.	Percentage Interest
2306	.44%
2307	.41%
2308	.42%
2401	.34%
2402	.35%
2403	.34%
2404	.44%
2405	.48%
2406	.44%
2407	.41%
2408	.42%
2501	.34%
2502	.35%
2503	.34%
2504	.44%
2505	.48%
2506	.44%
2507	.41%
2508	.42%
2701	.34%
2702	.35%
2703	.34%
2704	.44%
2705	.48%
2706	.44%
2707	.41%
2708	.42%
2801	.34%
2802	.35%
2803	.34%
2804	.44%
2805	.48%
2806	.44%
2807	.41%
2808	.42%
2901	.34%
2902	.35%
2903	.34%
2904	.44%
2905	.48%
2906	.44%
2907	.41%

Unit No.	Percentage Interest
2908	.42%
3001	.34%
3002	.35%
3003	.34%
3004	.44%
3005	.48%
3006	.44%
3007	.41%
3008	.42%
3101	.34%
3102	.35%
3103	.34%
3104	.44%
3105	.48%
3106	.44%
3107	.41%
3108	.42%
3201	.34%
3202	.35%
3203	.34%
3204	.44%
3205	.48%
3206	.44%
3207	.41%
3208	.42%
3301	.34%
3302	.35%
3303	.34%
3304	.44%
3305	.48%
3306	.44%
3307	.41%
3308	.42%
3401	.34%
3402	.35%
3403	.34%
3404	.44%
3405	.48%
3406	.44%
3407	.41%
3408	.42%

ANCHORBANK, fsb MORTGAGES

- Mortgage dated March 23, 2004 recorded in the office of the Register of Deeds of Adams County, Wisconsin on March 24, 2004 as Document No. 431994.

SCHEDULE I

ANCHORBANK, fsb MORTGAGES

VOL 3833 PAGE 36

- **Mortgage dated March 23, 2004 recorded in the office of the Register of Deeds of Adams County, Wisconsin on March 24, 2004 as Document No. 431994.**

Exhibit D

VOL 3833 PAGE 37

EXPANSION AREA (NORTH):

Part of Lot 1 of C.S.M. No. 4577 located in part of the Northeast Quarter of the Northeast Quarter and part of Government Lot 2 all in Section 36, Township 18 North, Range 4 East, Town of Strongs Prairie, Adams County, Wisconsin, bounded and described as follows:

Commencing at the East Quarter Corner of said Section 36, thence N00°01'09"W along the East Line of the Northeast Quarter a distance of 1640.16 feet to the Point of Beginning.

Thence N88°24'32"W a distance of 262.46 feet; thence N09°47'53"E a distance of 24.54 feet; thence N88°24'32"W a distance of 167.44 feet; thence S09°38'33"W a distance of 171.95 feet; thence S67°15'25"W a distance of 229.33 feet; thence N54°17'00"W a distance of 191.41 feet; thence N60°07'59"W a distance of 162.07 feet to the Meander Line of Castle Rock Lake; thence N30°28'49"E along said Meander Line a distance of 165.15 feet; thence S88°24'32"E a distance of 878.34 feet to the East Line of the Northeast Quarter of said Section 36; thence S00°01'09"E along said East Line a distance of 88.33 feet to the Point of Beginning. Together with the lands lying between the Meander Line of Castle Rock Lake and the Shore Line of said Lake and the Lot Lines extended.

Containing 168,194 sq.ft. (3.86 Acres), more or less.

Subject to any and all covenants, restrictions, easements, and right-of-way of record.

EXPANSION AREA (SOUTH):

All of Lot 1 of C.S.M. No. 4452 located in part of the Northeast Quarter of the Southeast Quarter of Section 36, Township 18 North, Range 4 East, Town of Strongs Prairie, Adams County, Wisconsin, bounded and described as follows:

Commencing at the East Quarter Corner of said Section 36, thence N89°55'22"W a distance of 33.00 feet to the West Right-of-way Line of 20th Ave. and the Point of Beginning.

Thence S00°02'05"E along said Right-of-way Line a distance of 903.10 feet to the North Railroad Right-of-way Line; thence N81°07'35"W along said Right-of-way Line a distance of 1704.27 feet to the Meander Line of Castle Rock Lake; thence N03°38'59"W along said Meander Line a distance of 643.84'; thence S89°55'22"E a distance of 1724.31 feet to the West Right-of-way Line of 20th Ave. and the Point of Beginning. Together with the lands lying between the Meander Line of Castle Rock Lake and the Shore Line of said Lake and the Lot Lines extended.

Containing 1,377,648 sq.ft. (31.63 Acres), more or less.

Subject to any and all covenants, restrictions, easements, and right-of-way of record.

446297

VOL 3999 PAGE 86

THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
SUNSET CONDOMINIUMS AT
NORTHERN BAY

Document Number

Recorded-Adams County WI
Register of Deeds Office-
Jodi M. Helgeson-Register

AUG 08 2005

Time: 3:00pm

Volume: 3999 Page: 86-91

Fee: 2/p

2795 6

THIRD AMENDMENT TO DECLARATION OF
CONDOMINIUM OF SUNSET CONDOMINIUMS AT
NORTHERN BAY

Recording Area

Name and Return Address

James I. Statz
Solheim Billing & Grimmer, S.C.
P.O. Box 1644
Madison, WI 53701-1644

Parcel Identification Number (PIN)

2D:1

**THIRD AMENDMENT TO DECLARATION
OF CONDOMINIUM OF SUNSET CONDOMINIUMS AT NORTHERN BAY**

WHEREAS, on December 5, 2003, Northern Bay, LLC, a Wisconsin limited liability company ("Declarant") did execute that certain Declaration of Condominium for Sunset Condominiums at Northern Bay, recorded in the Office of the Register of Deeds for Adams County on January 27, 2004, as Document Number 430632, as amended by the First Amendment to Declaration of Condominium of Sunset Condominiums at Northern Bay (Phase 1), dated November 12, 2004 and recorded with the Adams County Register of Deeds on November 12, 2004 in Volume 3765, Page 55, as Document Number 38863 and the Second Amendment to Declaration of Condominium of Sunset Condominiums at Northern Bay (Phase 2), dated January 21, 2005, and recorded with the Adams County Register of Deeds on February 7, 2005 in Volume 3833, page 22 as Document Number 441027 (collectively the "Declaration") and Condominium Plat recorded on January 27, 2004 in File 1 of Condo Plats, Envelope 55, as Document Number 430633, as amended by the First Amendment to and Restatement of Sunset Condominiums at Northern Bay, Phase 1, Boundary Addendum, Expansion Area Addendum and Floor Plan Addendum and a Phase 2 Addendum to the Plat of Condominium for Sunset Condominiums at Northern Bay dated February 4, 2005, and recorded with the Adams County Register of Deeds on February 7, 2005 in File 1, Envelope 60, as Document Number 441028 (collectively the "Plat"). As used herein "Condominium" shall collectively refer to the "Declaration" and the "Plat."

WHEREAS, the Declarant wishes to amend the Declaration by deleting the proposed Hotel Unit provisions from the Declaration and amending the provisions dealing with obligations to acquire insurance; and

WHEREAS, Declarant has obtained the consent of sufficient Unit Owners within the Condominium to effect such amendment;

NOW THEREFORE, this Third Amendment to Declaration of Condominium of Sunset Condominiums at Northern Bay ("Third Amendment") hereby amends the Declaration as follows:

1. Section 6.06 of the Declaration is hereby deleted in its entirety. Declarant shall have no right to include a Hotel Unit in any expansion of the Condominium.
2. All references to "Hotel Unit" in the Declaration are hereby deleted, namely in Sections 3.02, 6.02, and 8.05.
3. The first two sentences of Section 9.01 shall be replaced with the following:

The Association shall obtain and maintain fire, casualty, and multi-peril insurance on a full replacement basis. Such insurance shall cover the entire Condominium including the Units, Common Elements, Limited Common Elements, fixtures, building service equipment and supplies, personal property of the Association, and the following types of property contained in Units, regardless of the ownership thereof: (a) fixtures, improvements and alterations that are attached to or part of the building or structure; and (b) cabinetry and appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundry, security or

housekeeping. The maximum deductible for the policy required under this Section shall be the lesser of \$10,000.00 or one percent (1%) of the policy face amount. The insurance required under this Section shall include a standard mortgage clause and shall name the Mortgagees as additional insureds. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all items not covered by the Association's policy, such as personal property and furnishings of the Unit Owner, for not less than the replacement value thereof.

4. The terms and provisions set forth in this Third Amendment shall run with and bind the land described in said original Declaration, together with and including all present and future owners, occupants and mortgagees, and all parties claiming an interest in said real estate, their heirs, personal representatives, successors and assigns, until such time as the Condominium established by the Declaration and all rights of the Declarant to expand shall have terminated in accordance with the terms and provisions as set forth in the Declaration, by operation of law, or by the required voluntary action on the party of the Declarant and/or the Unit Owners of Sunset Condominiums at Northern Bay.

IN WITNESS WHEREOF, the undersigned Declarant, Northern Bay, LLC, does hereby execute this Third Amendment to Declaration to be recorded in the Office of the Register of Deeds for Adams County, Wisconsin.

Dated this 3rd day of August, 2005.

NORTHERN BAY, LLC
a Wisconsin limited liability company

By: The GilRan Group, LLC,
a Wisconsin limited liability company


By: 
William W. Ranguette, Manager

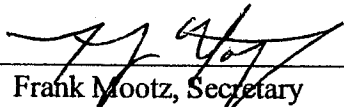
[Signatures continue on next page]

**CERTIFICATION OF THE ASSOCIATION OF THE CONSENT
OF UNIT OWNERS AND THEIR MORTGAGEES**

The undersigned officers of the Sunset Condominiums at Northern Bay Owners Association, Inc. hereby certify that the above Third Amendment was approved and consented to in writing by Unit Owners representing 213 of the 248 votes in the Association, representing 86 % and further each holder of a first mortgage on a Unit, the Owner of which consented to this Third Amendment also consented in writing. See "EXHIBIT A" for listing of Unit Numbers and percentages.

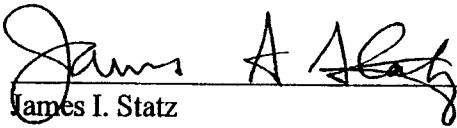
SUNSET CONDOMINIUMS AT NORTHERN BAY
OWNERS ASSOCIATION, INC.

By: 
William W. Ranguette, President

By: 
Frank Mootz, Secretary

AUTHENTICATION

Signature of William W. Ranguette and Frank Mootz authenticated this 3rd day of August, 2005.


James I. Statz
TITLE: MEMBER STATE BAR OF WISCONSIN

Drafter: James I. Statz

The following Units are contained in Sunset Condominiums at Northern Bay, Phase 2: Units 0101-1608 as listed below.

The following Units are contained in First Amendment to and restatement of Sunset Condominiums at Northern Bay Phase 1: Units 1701-1803 as listed below.

Unit No.	Percentage Interest
0101	.34%
0102	.35%
0103	.34%
0104	.44%
0105	.48%
0106	.44%
0107	.41%
0108	.42%
0201	.34%
0202	.35%
0203	.34%
0204	.44%
0205	.48%
0206	.44%
0207	.41%
0208	.42%
0301	.34%
0302	.35%
0303	.34%
0304	.44%
0305	.48%
0306	.44%
0307	.41%
0308	.42%
0401	.34%
0402	.35%
0403	.34%
0404	.44%
0405	.48%
0406	.44%
0407	.41%
0408	.42%
0501	.34%
0502	.35%
0503	.34%
0504	.44%
0505	.48%
0506	.44%
0507	.41%
0508	.42%
0601	.34%

Unit No.	Percentage Interest
0602	.35%
0603	.34%
0604	.44%
0605	.48%
0606	.44%
0607	.41%
0608	.42%
0701	.34%
0702	.35%
0703	.34%
0704	.44%
0705	.48%
0706	.44%
0707	.41%
0708	.42%
0801	.34%
0802	.35%
0803	.34%
0804	.44%
0805	.48%
0806	.44%
0807	.41%
0808	.42%
0901	.34%
0902	.35%
0903	.34%
0904	.44%
0905	.48%
0906	.44%
0907	.41%
0908	.42%
1001	.34%
1002	.35%
1003	.34%
1004	.44%
1005	.48%
1006	.44%
1007	.41%
1008	.42%
1101	.34%
1102	.35%

Unit No.	Percentage Interest
1103	.34%
1104	.44%
1105	.48%
1106	.44%
1107	.41%
1108	.42%
1201	.34%
1202	.35%
1203	.34%
1204	.44%
1205	.48%
1206	.44%
1207	.41%
1208	.42%
1401	.34%
1402	.35%
1403	.34%
1404	.44%
1405	.48%
1406	.44%
1407	.41%
1408	.42%
1601	.34%
1602	.35%
1603	.34%
1604	.44%
1605	.48%
1606	.44%
1607	.41%
1608	.42%
1701	.34%
1702	.35%
1703	.34%
1704	.44%
1705	.48%
1706	.44%
1707	.41%
1708	.42%
1801	.34%
1802	.35%
1803	.34%

The following Units are contained in First Amendment to and restatement of Sunset Condominiums at Northern Bay Phase 1: Units 1804-3408 as listed below.

Unit No.	Percentage Interest
1804	.44%
1805	.48%
1806	.44%
1807	.41%
1808	.42%
1901	.34%
1902	.35%
1903	.34%
1904	.44%
1905	.48%
1906	.44%
1907	.41%
1908	.42%
2001	.34%
2002	.35%
2003	.34%
2004	.44%
2005	.48%
2006	.44%
2007	.41%
2008	.42%
2101	.34%
2102	.35%
2103	.34%
2104	.44%
2105	.48%
2106	.44%
2107	.41%
2108	.42%
2201	.34%
2202	.35%
2203	.34%
2204	.44%
2205	.48%
2206	.44%
2207	.41%
2208	.42%
2301	.34%
2302	.35%
2303	.34%
2304	.44%
2305	.48%

Unit No.	Percentage Interest
2306	.44%
2307	.41%
2308	.42%
2401	.34%
2402	.35%
2403	.34%
2404	.44%
2405	.48%
2406	.44%
2407	.41%
2408	.42%
2501	.34%
2502	.35%
2503	.34%
2504	.44%
2505	.48%
2506	.44%
2507	.41%
2508	.42%
2701	.34%
2702	.35%
2703	.34%
2704	.44%
2705	.48%
2706	.44%
2707	.41%
2708	.42%
2801	.34%
2802	.35%
2803	.34%
2804	.44%
2805	.48%
2806	.44%
2807	.41%
2808	.42%
2901	.34%
2902	.35%
2903	.34%
2904	.44%
2905	.48%
2906	.44%
2907	.41%

Unit No.	Percentage Interest
2908	.42%
3001	.34%
3002	.35%
3003	.34%
3004	.44%
3005	.48%
3006	.44%
3007	.41%
3008	.42%
3101	.34%
3102	.35%
3103	.34%
3104	.44%
3105	.48%
3106	.44%
3107	.41%
3108	.42%
3201	.34%
3202	.35%
3203	.34%
3204	.44%
3205	.48%
3206	.44%
3207	.41%
3208	.42%
3301	.34%
3302	.35%
3303	.34%
3304	.44%
3305	.48%
3306	.44%
3307	.41%
3308	.42%
3401	.34%
3402	.35%
3403	.34%
3404	.44%
3405	.48%
3406	.44%
3407	.41%
3408	.42%