MAY'S POINT
DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS

Document Number

Title of Document

### WITNESSETH:

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

DOCUMENT # 625184

Recorded
SEP. 12,2003 AT 08:40AM
CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO.. WI

Fee Amount: \$47.00

THE THE

Record this document with the Register of Deeds

Name and Return Address:

Atty. Walter G. Wefel PO Box 639 Wisconsin Rapids, WI 54495-0639

WHEREAS, DECLARANT as the owner of the real property (hereinafter "Subject Property" being part of said Land) and the description of which is set forth on Exhibit B attached hereto and incorporated by reference herein. Subject Property described on Exhibit B is shown on the Plat of Survey marked as Exhibit C and incorporated by reference herein and includes Lots One (1) through Seventy (70) together with Outlots One (1), (2), (4), (5), (6), and (7) all of which will be shown on a Plat Map soon to be recorded.

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

Declaration ("Expansion Declaration"). This Expansion Property is intended to encompass additional residential lots, Outlots, the right to use additional portions of the 100 foot easement strip, common piers and stairways. In accordance with the Declaration, all owners will have common enjoyment rights in all the common piers, stairways and in the 100-foot easement strip or other common property.

WHEREAS, the Subject Property also includes seven Outlots and six common piers on the 100 foot easement strip (as shown on Exhibit C) as well as the right to use the aforesaid 100 foot easement strip. The right to use said Outlots, piers, the 100 foot easement strip or other common property are subject to the provisions of the Nonexclusive License Agreement to be entered into by Taylor Investment Corporation of Wisconsin and to be assigned to the May's Point Waterfront Community Association, Ltd.

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

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

## **ARTICLE I**

## **GENERAL PURPOSE**

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

## ARTICLE II

## **USE OF LAND**

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

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

Any detached garage or structure shall not be used for eating, sleeping, or living.

Camping is not permitted on Subject Property.

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

Outdoor toilets shall not be permitted. LP tanks are to be buried or suitably screened from view.

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

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

## ARTICLE III

## **TYPE OF MATERIAL: SIZE OF STRUCTURE**

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

Modular (factory built) homes delivered to the site, with a minimum width of 20 feet per

section, are permitted. Homes assembled on-site from factory built components are permitted.

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

All homes, cabins, or other dwellings, whether permanent, seasonal or recreational shall be at least 1,200 square feet in size. Two-story dwellings must have a minimum of 1,800 square feet of living area.

## **ARTICLE IV**

## **GARBAGE AND REFUSE DISPOSAL**

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

## **ARTICLE V**

## **BUILDING LOCATION**

All buildings shall be located on their respective lots in accordance with the applicable state, county, or township regulations, ordinances or laws, which shall supersede any provisions contained herein. In addition, no building or other structure permitted under the terms of this agreement shall be located closer than 30 feet to any public road, and 15 feet from the side yard or 10 feet from accessory buildings. On parcels that abut the 100 foot easement strip, any structures must be a minimum of 15 feet from the 100 foot easement strip.

## ARTICLE VI

## TIMBER REMOVAL

Cutting of Subject Property will not be allowed unless done pursuant to a timber management plan or for the purpose of clearing a building site, lawn and garden area or driveway. All stumps that are removed shall be buried, burned or otherwise removed from Subject Property. Selective harvesting of trees for personal use as firewood will be allowed.

## ARTICLE VII

## **MAY'S POINT**

## WATERFRONT COMMUNITY ASSOCIATION, LTD.

The property owners of May's Point shall become part of a non-profit membership

corporation for the purpose of maintaining, improving, policing or preserving properties in which its members shall have common rights of usage or enjoyment including said seven Outlots, six piers and the 100 foot easement strip as described in the Non-exclusive License Agreement with Wisconsin River Power Company.

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

- 2. That the Association shall have the rights and duties to fix and collect annual assessments against each lot as follows:
  - A. The Association shall have the power to prepare and annually submit to its membership a budget of the expenditures, which it proposes to make for the ensuing year. Such budget shall include the expenses of maintaining, improving, policing, and preserving the seven (7) Outlots, six piers and a 100-foot easement strip. Such budget shall also include the expenses of maintaining the organization of the Association including, but not limited to salaries of officers, fees paid for auditing the books of the Association and for necessary legal services and counsel fees to the Board of Directors thereof.
  - B. Upon the adoption and approval of the annual budget by a majority of the members entitled to vote as established by the articles of incorporation and by-laws of the Association and by rules validly adopted by resolution of the Board of Directors of the Association, at a regular meeting or adjournment thereof, or upon the approval of a special assessment under par. D., the Board of Directors of the Association may levy an assessment against all of the lots, the ownership of which entitles the owner thereof to the use and enjoyment of the properties controlled by the Association.
  - C. The assessment levied under this section shall be equal in amount against each lot and shall be levied at the same time each year upon all lots. The Association shall at its first Annual Meeting set the assessment for the following year to cover the first year's estimated expenses.
  - D. The Board of Directors of the Association may call a special meeting upon at least five (5) days written notice for the purpose of making special assessment. The nature of the proposed special assessment shall be included in the notice. A majority of members entitled to vote shall constitute a quorum for a special meeting, and a majority of members entitled to vote who are present at the special meeting shall determine a question.
  - E. The Board of Directors of the Association shall declare the assessments levied under sub B., due and payable at any time after 30 days from the date of the levy. The Association's Secretary or other officer shall notify the owner of every lot so assessed of the action taken by the Board, the amount of the assessment of each lot owned by such owner and the date on which the assessment becomes due and payable. The secretary shall mail the notice by U.S. mail, postage prepaid, to the owner at the owner's last-known post-office address.

- F. In the event that an assessment levied under sub. B. against any lot remains unpaid for a period of sixty (60) days from the date of the levy, the Board of Directors of the Association may, in its discretion, file a claim for a maintenance lien against the lot. All of the following apply to a claim for lien under this subsection:
  - i. The claim may be filed at any time within six (6) months from the date of the levy.
  - ii. The claim shall be filed in the office of the clerk of circuit court of the county in which the lands affected by the levy lie.
  - iii. The claim shall contain a reference to the resolution authorizing the levy and the date of the resolution, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the property affected by the levy and a statement of the amount claimed.
  - iv. The claim shall be signed by the claimant or the claimant's attorney, need not be verified, and may be amended, in case an action is brought, by court order, as pleadings may be.
  - v. The clerk of circuit court shall enter each claim for a maintenance lien in the judgment and lien docket immediately after the claim is filed in the same manner that other liens are entered. The date of levy of assessment will appear on the judgment and lien docket instead of the last date of performance of labor or furnishing materials.
  - vi. When the Association has so filed its claim for lien upon a lot it may foreclose the same by action in the circuit court having jurisdiction thereof, and ss. 779.09, 779.10, 779.11, 779.12 and 779.13 shall apply to proceedings undertaken for the enforcement and collection of maintenance liens as described in this subsection.
- 3. The members of the Association shall have the following rights:
- A. The Right to Use Shoreline Property.
  - 1. As of the date of execution of this Declaration, the Shoreline Property is owned by Wisconsin River Power Company ("WRPCO") and lies within the boundary of a hydroelectric project known as Federal Energy Regulatory Commission

("FERC") Project 1984. The land is subject to regulation by FERC in accordance with the terms and conditions of a license issued by FERC.

The Association will obtain from WRPCO a non-exclusive 2. license agreement that grants the Association and its members and invitees the right to construct certain boat docks on the 100 foot easement strip and to use the Shoreline Property for recreational activities, such as walking, swimming, boating, bank fishing, and other pedestrian activities. FERC requires that the Shoreline Property also be open to the public for pedestrian ingress and egress. The Association has the right to construct six piers for up to twelve (12) boats on each pier (64 slips) on the 100 foot easement strip, and its members have the exclusive right to use the piers. WRPCO will install signs at each pier designating them as "Permitted Piers," and "Private Property for the exclusive use of Association Members." These rights shall be subject to the terms and conditions of said License Agreement.

## B. <u>Docks</u>, Watercraft and Storage.

- 1. <u>Maintenance / Construction</u>. All common piers shall be owned and maintained by the Association. The actual frontage area for each pier must be leased annually from WRPCO. Taylor Investment Corporation will execute the 2003/2004 Non-exclusive License Agreement. Taylor will assign said Agreement to the Association, which will be responsible for the Agreement and the payment of all annual fees.
- 2. <u>Placement</u>. Placement of the six (6) piers shall be opposite the property line between Lots Thirteen (13) and Fourteen (14), 40 feet to the West of Lots Twenty Two (22) and Twenty Three (23), between Lots Sixty three (63) and Sixty Four (64), between Lots Sixty Six (66) and Sixty Seven (67), and two piers on Outlot 3.
- 3. <u>Off-Season Storage</u>. Pier components and boatlifts may be stored on the 100 foot easement strip during the off-season months at a location approved by WRPCO.
- 4. <u>Lighting Fixtures</u>. One dusk-to-dawn light fixture may be

installed at each convenience pier. Dusk-to-dawn fixtures shall be standard dusk-to-dawn outdoor lights, mounted on wooden poles with natural finishes, and extending not more than 15 feet above ground level. All wiring leading to permitted light fixtures shall be buried, in accordance with applicable electrical codes and regulations.

4. The Association shall maintain insurance covering the insurable improvements located or constructed upon the 100 foot easement strip owned by Wisconsin River Power Company. The Association shall maintain the following types of insurance, and said insurance coverage shall be paid by the Association out of the annual fee collected from Association members.

## A. <u>Property Insurance</u>.

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

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

## B. Public Liability Insurance.

A comprehensive policy of public liability insurance covering the Outlots, piers and any other improvements owned by the Association, and its use of said 100 foot easement strip, insuring the Association in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) covering bodily injury, including death of one person, arising out of a single occurrence and Two Million and no/100 Dollars (\$2,000,000.00) for death or injury to more than one person arising out of a single occurrence and One Hundred Thousand and no/100 Dollars (\$100,000.00) for property damage. (Such coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the 100 foot easement strip along the water

and the piers, legal liability arising out of lawsuits related to employment contracts of the Association, and protection against liability for non-owned and hired automobiles). Such coverage may also include, if applicable, contractual liability and workmen's compensation insurance for persons hired by the Association for work such as dock installation, maintenance and removal. Such coverage limits may be increased from time to time by the Association.

## C. Other Risks.

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

## D. General Provisions of Insurance Policies.

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

## E. Deductibles.

No policy of insurance in which the Association or its designee is the beneficiary shall include a deductible clause in the amount greater than \$500 or 1% of the face amount of the policy. After notice and the opportunity for hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of an Owner. Upon said determination by the Association, any said loss or portion thereof may be assessed to the Owner in question and the Association may collect the amount from said Owner in the same manner as any annual assessment.

### ARTICLE VIII

## **TERM AND RIGHT TO ABATE VIOLATIONS**

The provisions contained herein shall run with and bind Subject Property and shall inure to the benefit of and be enforceable by or against any owner of land included in Subject Property, their respective legal representatives, heirs, successors, and assigns and shall remain in

full force and effect until and unless an instrument signed by two-thirds of the then owners of Subject Property has been recorded, agreeing to change said covenants in whole or in part.

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

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

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

IN WITNESS WHEREOF, Taylor Investment Corporation of Wisconsin, a

Minnesota Corporation, do hereby cause this instrument to be executed in its name on the day
and year first written above.

TAYLOR INVESTMENT CORPORATION OF WISCONSIN

Scott R. Gruening

Assistant Vice President

STATE OF WISCONSIN	)
PORTAGE COUNTY	)ss )
2003, the above-named Scot	R. Gruening, the Assistant Vice President of Taylor Investment me known to be the person who executed the foregoing instrument
STATE OF STA	OTARIO COLLEGIO MA COLLEGIO MA CONTROL COLLEGIO MA Webster  Notary Public, Portage County, Wisconsin  My commission expires: 1/3 29 2004
conditions and restrictions.	or Mortgagee, does hereby consent to the foregoing covenants, Mortgagee shall not by its consent be responsible for the ovisions and shall be held harmless by any owner seeking to enforce ons and restrictions.
	By: Charvey Spencer President
STATE OF WISCONSIN  COUNTY OF On this day of	) ) ) , 2003, before me a Notary Public for Pock
Luck: County, Wisconsin, the above	marily Sudmunsur  Notary Public  Commission expires 2-15-64  The Expires Slifoy Commission expires 2-15-64  The Expires Slifoy Commission expires 2-15-64
This institution drafted by: Atty. Walter G. Wefel BRAZEAU, WEFEL, KRYSHAK 262 West Grand Avenue PO Box 639	TAPL OTAPL THE
Wisconsin Rapids, WI 54495-063 1 (715) 423-1400 wtw.yw/taylorthyestricits2003/LongViewPoint/Declaration	WIND OF WISCOMMINI

## EXHIBIT A TO MAY'S POINT DECLARATION

## Germantown portion of May's Point to be transferred to Taylor Investment Corp.

Part of the Southwest Quarter of the Northwest Quarter of Section 1 and Part of the Southeast Quarter of the Northeast Quarter, part of the Northwest Quarter of the Northeast Quarter, part of the Northeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 2, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, bounded and described as follows;

BEGINNING at the East Quarter corner of said Section 2, thence N 89°56'45" W along the South line of the Northeast Ouarter of said Section 2 a distance of 2633.82 feet to the Center Quarter corner of said Section 2, thence N 00°17'05" E a distance of 1308.82 feet, thence N 89°43'16" W a distance of 904.69 feet, thence N 00°17'05" E a distance of 1537.44 feet to the North line of the Northwest Quarter of said Section 2, thence N 89°51'29" E along the North line of the Northwest Quarter of said Section 2 a distance of 904.72 feet to the North Quarter corner of said Section 2, thence N 89°50'48" E along the North line of the Northeast Quarter of said Section 2 a distance of 339.64 feet, thence S 10°08'54" W a distance of 160.99 feet, thence S 30°12'30" E a distance of 136.10 feet, thence S 32°48'35" E a distance of 175.78 feet, thence S 57°10'08" E a distance of 86.04 feet, thence S 11°16'50" E a distance of 78.39 feet, thence S 34°04'02" E a distance of 60.41 feet, thence S 13°21'42" E a distance of 154.62 feet, thence S 27°07'21" E a distance of 150.00 feet, thence S 27°09'59" E a distance of 150.00 feet, thence S 36°41'48" E a distance of 124.67 feet, thence S 47°44'27" E a distance of 103.11 feet, thence S 56°21'44" E a distance of 108.16 feet to the West line of Lot 1 of Juneau County Certified Survey Map No. 2748, thence S 12°40'47" W along the West line of said Lot 1 a distance of 267.00 feet to the Southwest corner of said Lot 1 and a non-tangent curve to the left which has a radius of 567.00 feet, a delta angle of 11°50'40" and a chord that bears S 83°48'12" E a distance of 117.00 feet, thence along the arc of said curve and the South line of said Lot 1 a distance of 117.21 feet, thence S 89°43'32" E along the South line of said Lot 1 a distance of 37.49 feet, thence S 00°11'46" W along the West line of said Lot 1 a distance of 33.00 feet, thence S 89°43'32" E along the South line of said Lot 1 and an extension thereof a distance of 216.54 feet, thence S 00°49'38" W a distance of 175.01 feet, thence S 89°43'32" E a distance of 351.95 feet to the Southwest corner of Lot 1 of Juneau County Certified Survey Map No. 2927, thence N 40°13'06" E along the Easterly line of said Lot 1 a distance of 121.29 feet, thence S 41°46'18" E a distance of 254.19 feet, thence S 45°42'00" E a distance of 217.48 feet, thence S 68°36'04" E a distance of 179.61 feet, thence N 90°00'00" E a distance of 208.95 feet, thence S 74°42'54" E a distance of 215.95 feet, thence S 56°37'39" E a distance of 129.45 feet, thence S 81°18'42" E a distance of 387.41 feet, thence S 73°12'45" E a distance of 219.32 feet, thence N 83°13'52" E a distance of 196.38 feet, thence S 89°38'03" E a distance of 190.00 feet, thence S 00°01'14" W a distance of 586.19 feet to the South line of the Southwest Quarter of the Northwest Quarter of said Section 1, thence N 89°58'46" W along the South line of the Southwest Quarter of the Northwest Quarter of said Section 1 a distance of 1124.97 feet to the East Quarter corner of said Section 2 and the POINT OF BEGINNING.

# EXHIBIT A TO MAY'S POINT DECLARATION Continued

## Necedah portion of May's Point

Part of the Northwest Quarter of the Southeast Quarter and part of the Southwest Quarter of the Southeast Quarter of Section 35, Township 18 North, Range 4 East, Town of Necedah, Juneau County, Wisconsin, bounded and described as follows;

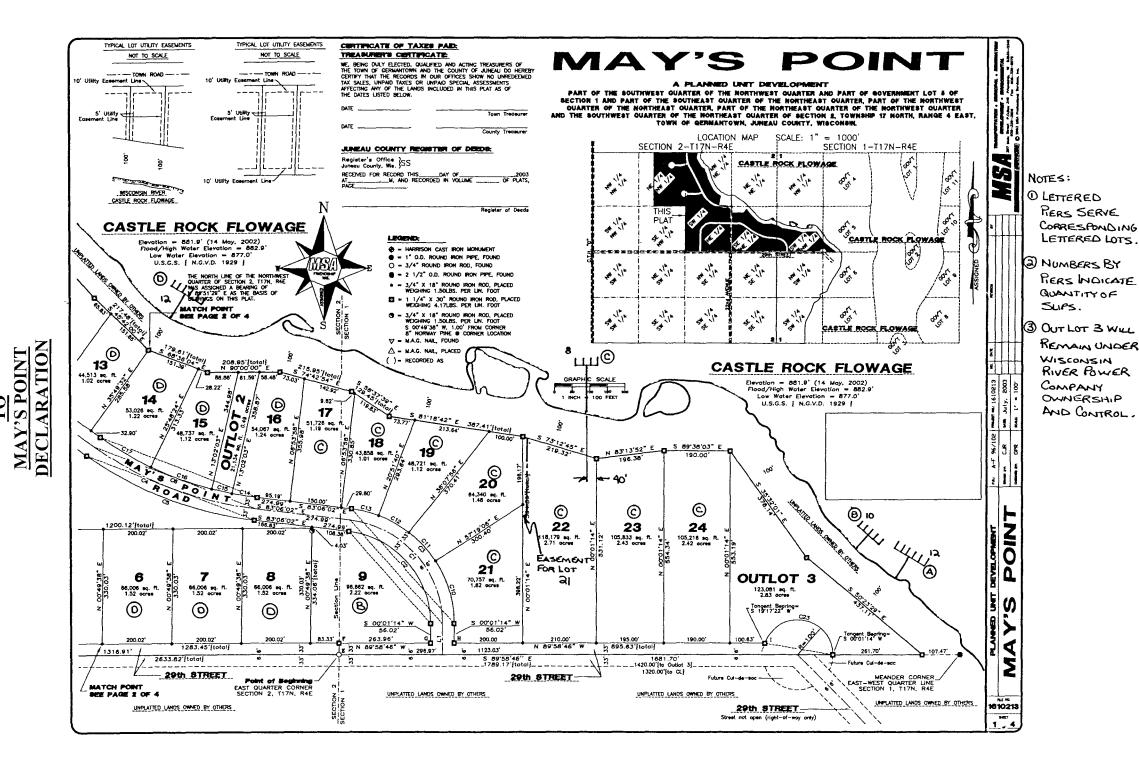
BEGINNING at the South Quarter corner of said Section 35 and a curve to the right which has a radius of 633.00 feet, a delta angle of 19°21'24" and a chord that bears N 09°23'13" E a distance of 212.84 feet, thence along the arc of said curve a distance of 213.85 feet to a curve to the left which has a radius of 605.60 feet, a delta angle of 25°11'20" and a chord that bears N 06°28'15" E a distance of 264.10 feet, thence along the arc of said curve a distance of 266.24 feet, thence N 06°07'25" W a distance of 658.17 feet to the West line of the Southeast Quarter of said Section 35, thence N 00°17'30" W along said West line a distance of 1513.99 feet to the Southwest corner of Lot 3 of Juneau County Certified Survey Map No. 2706, thence the following bearings and distances along the South line of said Lot 3, S 35°27'28" E a distance of 38.21 feet, thence S 86°38'27" E a distance of 393.15 feet, thence S 77°45'27" E a distance of 74.74 feet, thence S 70°39'27" E a distance of 285.83 feet, thence S 58°33'27" E a distance of 212.52 feet to the Southeast corner of said Lot 3 and a point which lies 100 feet Northwesterly of the ordinary high water mark of Castle Rock Flowage, thence Southwesterly, Southerly and Southeasterly along a line parallel with and 100 feet distant from the ordinary high water mark of Castle Rock Flowage to a point on the South line of the Southwest Quarter of the Southeast Quarter of said Section 35 which lies 100 feet Westerly of the ordinary high water mark of Castle Rock Flowage, thence S 89°50'48" W along said South line a distance of 339.64 feet to the South Quarter corner of said Section 35 and the POINT OF BEGINNING.

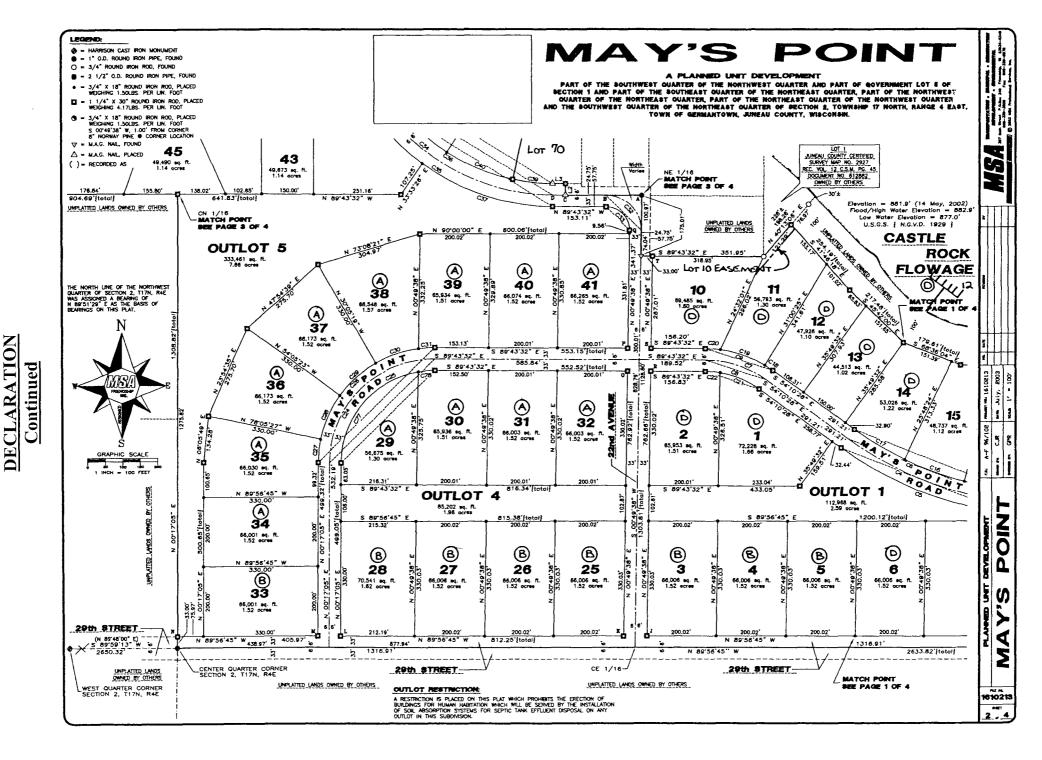
## EXHIBIT B TO MAY'S POINT DECLARATION

## Germantown portion of May's Point to be transferred to Taylor Investment Corp.

Part of the Southwest Quarter of the Northwest Quarter of Section 1 and Part of the Southeast Quarter of the Northeast Quarter, part of the Northwest Quarter of the Northeast Quarter, part of the Northeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 2, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, bounded and described as follows;

BEGINNING at the East Quarter corner of said Section 2, thence N 89°56'45" W along the South line of the Northeast Quarter of said Section 2 a distance of 2633.82 feet to the Center Quarter corner of said Section 2, thence N 00°17'05" E a distance of 1308.82 feet, thence N 89°43'16" W a distance of 904.69 feet, thence N 00°17'05" E a distance of 1537.44 feet to the North line of the Northwest Quarter of said Section 2, thence N 89°51'29" E along the North line of the Northwest Quarter of said Section 2 a distance of 904.72 feet to the North Quarter corner of said Section 2, thence N 89°50'48" E along the North line of the Northeast Quarter of said Section 2 a distance of 339.64 feet, thence S 10°08'54" W a distance of 160.99 feet, thence S 30°12'30" E a distance of 136.10 feet, thence S 32°48'35" E a distance of 175.78 feet, thence S 57°10'08" E a distance of 86.04 feet, thence S 11°16'50" E a distance of 78.39 feet, thence S 34°04'02" E a distance of 60.41 feet, thence S 13°21'42" E a distance of 154.62 feet, thence S 27°07'21" E a distance of 150.00 feet, thence S 27°09'59" E a distance of 150.00 feet, thence S 36°41'48" E a distance of 124.67 feet, thence S 47°44'27" E a distance of 103.11 feet, thence S 56°21'44" E a distance of 108.16 feet to the West line of Lot 1 of Juneau County Certified Survey Map No. 2748, thence S 12°40'47" W along the West line of said Lot 1 a distance of 267.00 feet to the Southwest corner of said Lot 1 and a non-tangent curve to the left which has a radius of 567.00 feet, a delta angle of 11°50'40" and a chord that bears S 83°48'12" E a distance of 117.00 feet, thence along the arc of said curve and the South line of said Lot 1 a distance of 117.21 feet, thence S 89°43'32" E along the South line of said Lot 1 a distance of 37.49 feet, thence S 00°11'46" W along the West line of said Lot 1 a distance of 33.00 feet, thence S 89°43'32" E along the South line of said Lot 1 and an extension thereof a distance of 216.54 feet, thence S 00°49'38" W a distance of 175.01 feet, thence S 89°43'32" E a distance of 351.95 feet to the Southwest corner of Lot 1 of Juneau County Certified Survey Map No. 2927, thence N 40°13'06" E along the Easterly line of said Lot 1 a distance of 121.29 feet, thence S 41°46'18" E a distance of 254.19 feet, thence S 45°42'00" E a distance of 217.48 feet, thence S 68°36'04" E a distance of 179.61 feet, thence N 90°00'00" E a distance of 208.95 feet, thence S 74°42'54" E a distance of 215.95 feet, thence S 56°37'39" E a distance of 129.45 feet, thence S 81°18'42" E a distance of 387.41 feet, thence S 73°12'45" E a distance of 219.32 feet, thence N 83°13'52" E a distance of 196.38 feet, thence S 89°38'03" E a distance of 190.00 feet, thence S 00°01'14" W a distance of 586.19 feet to the South line of the Southwest Quarter of the Northwest Quarter of said Section 1, thence N 89°58'46" W along the South line of the Southwest Quarter of the Northwest Quarter of said Section 1 a distance of 1124.97 feet to the East Quarter corner of said Section 2 and the POINT OF BEGINNING.

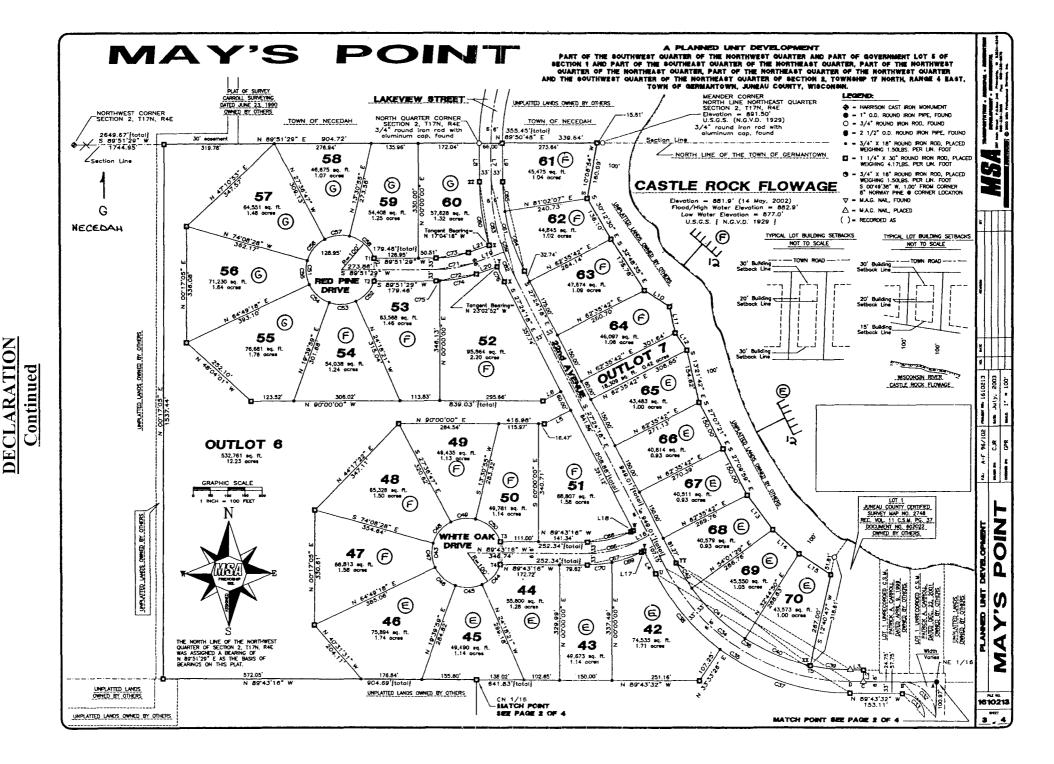




AY'S POINT

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EXHIBIT



AY'S POINT

Document Number



WHEREAS, Taylor Investment Corporation of Wisconsin, as Declarant (the "Declarant"), executed a Declaration of Covenants, Conditions and Restrictions for May's Point, dated September 9, 2003, (the "Declaration"), and recorded on September 12, 2003 at 8:40 a.m. as Doc. No. 625184 in the Office of the Register of Deeds for Juneau County, Wisconsin, said Declaration subjected certain property located in the Town of Germantown, Juneau County, Wisconsin, more particularly described in Exhibit B and shown on the Plat of Survey marked as Exhibit C, attached thereto (the "Subject Property"), to the terms and provisions of said Declaration

WHEREAS, the Declaration provides that Declarant reserves the right in its sole descretion to subject, in whole or in part, the land declared to be "Expansion Property" to the Covenants, Conditions and Restrictions of said Declaration; said Expansion Property located in the Town of Necedah, Juneau County, Wisconsin, is described on page 15 of said Declaration being part of Exhibit A thereof as well as in Exhibit I attached hereto;

DOCUMENT # 629007

Recorded
FEB. 12,2004 AT 02:00PM
CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO.. WI
Fee Amount: \$13.00

Recording Area

Name and Return Address
Attorney Walter G. Wefel
Brazeau, Wefel, Kryshak & Nettesheim
PO Box 639
Wisconsin Rapids, WI 54495-0639

Parcel Identification Number (PIN)

WHEREAS, Declarant desires to add to the Subject Property the aforesaid Expansion Property as more particularly described on attached Exhibit I and depicted on the Plat of Survey on attached Exhibits II-A and II-B and including the 3 common piers and the right to use the additional portion of the 100 foot easement strip running parallel to shoreline and extending inland 100 feet horizontal distance from the ordinary high water mark and lying contiguous to the property described on said Exhibit I, and shown on attached Exhibits II-A, II-B and II-C.

NOW THEREFORE, pursuant to the Declaration, Declarant hereby supplements and amends the Declaration as follows:

The term "May's Point" as used in the Declaration is hereby deemed to refer to the Subject Property as designated therein together with the property described in Exhibit B attached to said Declaration and which property is described again in Exhibit I attached to this First Supplemental Declaration and as depicted on the attached Plat of Survey marked Exhibit II-A, II-B and II-C. Said Subject Property shall also include 3 common piers on the 100 foot easement strip as well as the right to use the aforesaid 100 foot easement strip running parallel to shoreline and extending inland 100 feet horizontal distance from the ordinary high water mark and lying contiguous to the property described on said Exhibit I, and shown on Exhibit II-A, II-B & II-C. The right to use said piers and the 100 foot easement strip or other common property are subject to the provisions of the Nonexclusive License agreement dated December 8, 2003 entered into by

Taylor Investment Corporation of Wisconsin, and Wisconsin River Power Company, and recorded in the office of the Register of Deeds for Juneau County, Wisconsin as Document No. 627844, which Agreement will be assigned to the May's Point Waterfront Community Association, Ltd. Said "May's Point" property is subject to the Declaration and supplemental Declaration for all purposes.

The owners of the properties described in said Exhibit I and shown on said Exhibits II-A, II-B and II-C shall become part of the May's Point Waterfront Community Association, Ltd. subject to the provisions of, and with the rights and duties set forth in Article VII of the Declaration.

The properties which this Supplemental Declaration affects are Lots 71 through Lot 82 and Outlots 8 and 9 of the First Addition to May's Point Field on the 12 had day of Ferguary, 2004 in Volume 11 of Plats at page 1-3 as Document No. 629006

Except as herein amended, all of the terms, covenants and conditions of the Declaration, as supplemented, are hereby confirmed and shall remain in full force and effect and shall be binding upon and inure to the benefit of the owners of May's Point and their respective successors and assigns.

IN WITNESS WHEREOF, this Second Supplemental Declaration is dated and executed this 12TH day of July day of 2004, by Declarant.

> TAYLOR INVESTMENT CORPORATION WISCONSIN

Scott R. Gruening Assistant Vice President

STATE OF WISCONSIN )

)SS.

PORTAGE COUNTY

Personally came before me this 12TH day of June 2004, the above named Scott R. Gruening, the Assistant Vice President of Taylor Investment Corporation of Wisconsin, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Colleen M. Webster

Notary Public, Portage County, Wisconsin My Commission expires: 49.29.2004

This instrument drafted by: Attorney Walter G. Wefel BRAZEAU, WEFEL, KRYSHAK & NETTESHEIM P.O. Box 639 Wisconsin Rapids, WI 54495

(714) 423-1400

INFO-PRO (800)655-2021 www.infoproforms.com

This document is being re-recorded to include Exhibits I, II-A, II-B and

II-C which, by inadvertence, were not recorded with the original document on

February 12, 2004 at 2:00p.m. as Document No. 629007.

DOCUMENT # 629825

Recorded

MAR. 18, 2004 AT 10:25AM

LHA.SIZE BENDER REBISTER D- DEEDS JUNEHO CO.. W!

Fee Arount: \$23.00

Paga An

NDEXED

Recording Area

Name and Return Address
Attorney Walter G. Wefel
Brazeau, Wefel, Kryshak & Nettesheim
PO Box 639
Wisconsin Rapids, W1 54495-0639

Parcel Identification Number (PIN)

WHEREAS, Taylor Investment Corporation of Wisconsin, as Declarant (the "Declarant"), executed a Declaration of Covenants, Conditions and Restrictions for May's Point, dated September 9, 2003, (the "Declaration"), and recorded on September 12, 2003 at 8:40 a.m. as Doc. No. 625184 in the Office of the Register of Deeds for Juneau County, Wisconsin, said Declaration subjected certain property located in the Town of Germantown, Juneau County, Wisconsin, more particularly described in Exhibit B and shown on the Plat of Survey marked as Exhibit C. attached thereto (the "Subject Property"), to the terms and provisions of said Declaration

WHEREAS, the Declaration provides that Declarant reserves the right in its sole descretion to subject, in whole or in part, the land declared to be "Expansion Property" to the Covenants, Conditions and Restrictions of said Declaration; said Expansion Property located in the Town of Necedah, Juneau County, Wisconsin, is described on page 15 of said Declaration being part of Exhibit A thereof as well as in Exhibit I attached hereto;

DOCUMENT # 629007

Recorded FEB. 12,2004 AT 02:00PM CHRISTIE BENDER REGISTER OF DEEDS

Fee Amount:

JUNEAU CO.. WI \$13.00

Recording Area

Name and Return Address Attorney Walter G. Wefel Brazeau, Wefel, Kryshak & Nettesheim PO Box 639 Wisconsin Rapids, WI 54495-0639

Parcel Identification Number (PIN)

WHEREAS, Declarant desires to add to the Subject Property the aforesaid Expansion Property as more particularly described on attached Exhibit I and depicted on the Plat of Survey on attached Exhibits II-A and II-B and including the 3 common piers and the right to use the additional portion of the 100 foot easement strip running parallel to shoreline and extending inland 100 feet horizontal distance from the ordinary high water mark and lying contiguous to the property described on said Exhibit I, and shown on attached Exhibits II-A, II-B and II-C.

NOW THEREFORE, pursuant to the Declaration, Declarant hereby supplements and amends the Declaration as follows:

The term "May's Point" as used in the Declaration is hereby deemed to refer to the Subject Property as designated therein together with the property described in Exhibit B attached to said Declaration and which property is described again in Exhibit I attached to this First Supplemental Declaration and as depicted on the attached Plat of Survey marked Exhibit II-A, II-B and II-C. Said Subject Property shall also include 3 common piers on the 100 foot easement strip as well as the right to use the aforesaid 100 foot easement strip running parallel to shoreline and extending inland 100 feet horizontal distance from the ordinary high water mark and lying contiguous to the property described on said Exhibit I, and shown on Exhibit II-A, II-B & II-C. The right to use said piers and the 100 foot easement strip or other common property are subject to the provisions of the Nonexclusive License agreement dated December 8, 2003 entered into by

Taylor Investment Corporation of Wisconsin, and Wisconsin River Power Company, and recorded in the office of the Register of Deeds for Juneau County, Wisconsin as Document No. 627844, which Agreement will be assigned to the May's Point Waterfront Community Association, Ltd. Said "May's Point" property is subject to the Declaration and supplemental Declaration for all purposes.

The owners of the properties described in said <u>Exhibit I</u> and shown on said Exhibits II-A, II-B and II-C shall become part of the May's Point Waterfront Community Association, Ltd. subject to the provisions of, and with the rights and duties set forth in Article VII of the Declaration.

The properties which this Supplemental Declaration affects are Lots 71 through Lot 82 and Outlots 8 and 9 of the First Addition to May's Point Field on the  $12^{TH}$  day of  $F_{CERVAICY}$ , 2004 in Volume 11 of Plats at page 1-3 as Document No. 629000

Except as herein amended, all of the terms, covenants and conditions of the Declaration, as supplemented, are hereby confirmed and shall remain in full force and effect and shall be binding upon and inure to the benefit of the owners of May's Point and their respective successors and assigns.

IN WITNESS WHEREOF, this Second Supplemental Declaration is dated and executed this 12<sup>TH</sup> day of 2004, by Declarant.

TAYLOR INVESTMENT CORPORATION

OF WISCONSIN

Scott R. Gruening

Assistant Vice President

STATE OF WISCONSIN )

)SS.

PORTAGE COUNTY

Personally came before me this 12<sup>TH</sup> day of 2004, the above named Scott R. Gruening, the Assistant Vice President of Taylor Investment Corporation of Wisconsin, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Colleen M. Webster

Notary Public, Portage County, Wisconsin

My Commission expires: 129 2004

This instrument drafted by: Attorney Walter G. Wefel

BRAZEAU, WEFEL, KRYSHAK & NETTESHEIM

P.O. Box 639

Wisconsin Rapids, WI 54495

(714) 423-1400

## Necedah portion of May's Point

Part of the Northwest Quarter of the Southeast Quarter and part of the Southwest Quarter of the Southeast Quarter of Section 35, Township 18 North, Range 4 East, Town of Necedah, Juneau County, Wisconsin, bounded and described as follows;

BEGINNING at the South Quarter corner of said Section 35 and a curve to the right which has a radius of 633.00 feet, a delta angle of 19°21'24" and a chord that bears N 09°23'13" E a distance of 212.84 feet, thence along the arc of said curve a distance of 213.85 feet to a curve to the left which has a radius of 605.60 feet, a delta angle of 25°11'20" and a chord that bears N 06°28'15" E a distance of 264.10 feet, thence along the arc of said curve a distance of 266.24 feet, thence N 06°07'25" W a distance of 658.17 feet to the West line of the Southeast Quarter of said Section 35, thence N 00°17'30" W along said West line a distance of 1513.99 feet to the Southwest corner of Lot 3 of Juneau County Certified Survey Map No. 2706, thence the following bearings and distances along the South line of said Lot 3, S 35°27'28" E a distance of 38.21 feet, thence S 86°38'27" E a distance of 393.15 feet, thence S 77°45'27" E a distance of 74.74 feet, thence S 70°39'27" E a distance of 285.83 feet, thence S 58°33'27" E a distance of 212.52 feet to the Southeast corner of said Lot 3 and a point which lies 100 feet Northwesterly of the ordinary high water mark of Castle Rock Flowage, thence Southwesterly, Southerly and Southeasterly along a line parallel with and 100 feet distant from the ordinary high water mark of Castle Rock Flowage to a point on the South line of the Southwest Quarter of the Southeast Quarter of said Section 35 which lies 100 feet Westerly of the ordinary high water mark of Castle Rock Flowage, thence S 89° 50'48" W along said South line a distance of 339.64 feet to the South Ouarter corner of said Section 35 and the POINT OF BEGINNING. The property is now known as Lots 71-77 and Outlot 8, First Addition to

May's Point.

## Permitted Improvements on the Strip

The following improvements may be installed and maintained on the Strip, upon approval by Licensor (which approval shall not be unreasonably withheld) of detailed plans and specifications for said improvements:

## 1. DOCK CLUSTERS

## a. Location and Number

The licensed premises may be used by Licensee, for obtaining access to water, the construction of hiking trails and to install, maintain, keep in good repair and use certain shoreline improvements limited to not more than three (3) piers to accommodate twenty-eight (28) boat slips and any steps necessary to access the three piers.

## b. Type and Size

The size of dock cluster shall be such as to accommodate the reasonable needs of Licensee members and temporary guests for boat docking and shall in no event extend beyond the limits of the Strip.

## 2. LIGHTING FIXTURES

## a. Location and Number

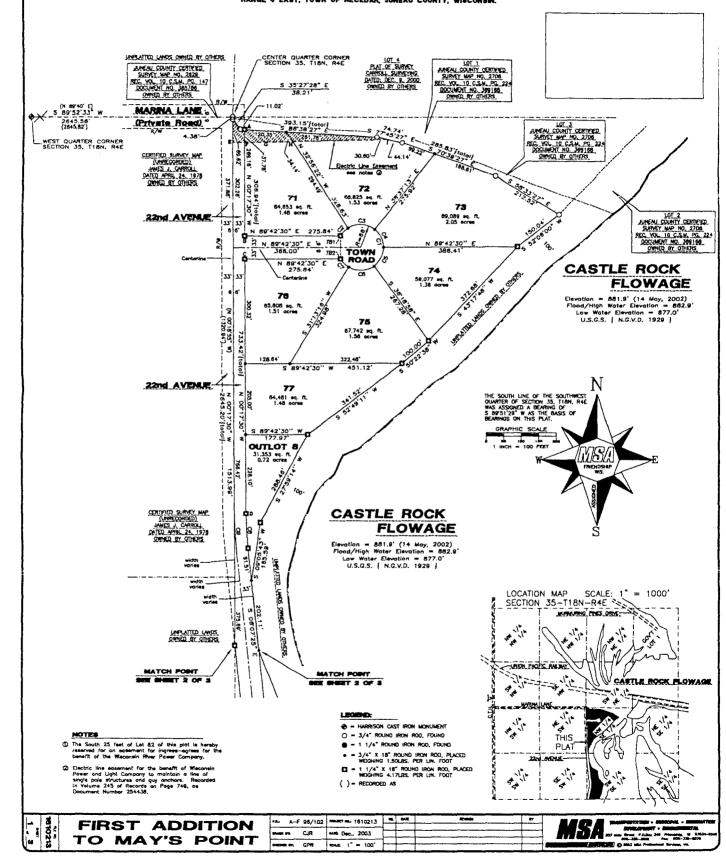
No more than three dusk-to-dawn light fixtures may be installed at or near each dock cluster.

## b. Type and Size

Dusk-to-dawn fixtures shall be standard dusk-to-dawn outdoor lights, mounted on wooden poles with natural finishes, and extending not more than fifteen (15) feet above ground level. All wiring leading to permitted light fixtures shall be buried, as applicable, in accordance with applicable electrical codes and regulations.

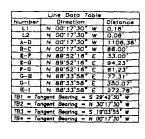
## FIRST ADDITION TO MAY'S POINT

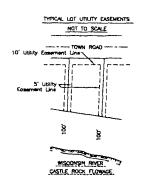
PART OF THE MORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWAST QUARTER OF SECTION 35, TOWNSHIP 18 MORTH, RANGE 4 EAST, TOWN OF RECEDAN, JUMEAU COUNTY, WISCORSM.

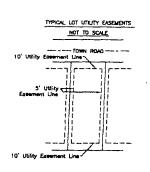


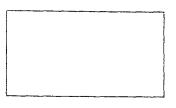
## FIRST ADDITION TO MAY'S POINT

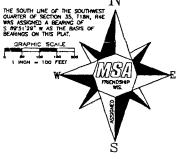
PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP IS NORTH, RANGE 4 EAST, TOWN OF NECEDAH, JUNEAU COUNTY, WISCONSM.

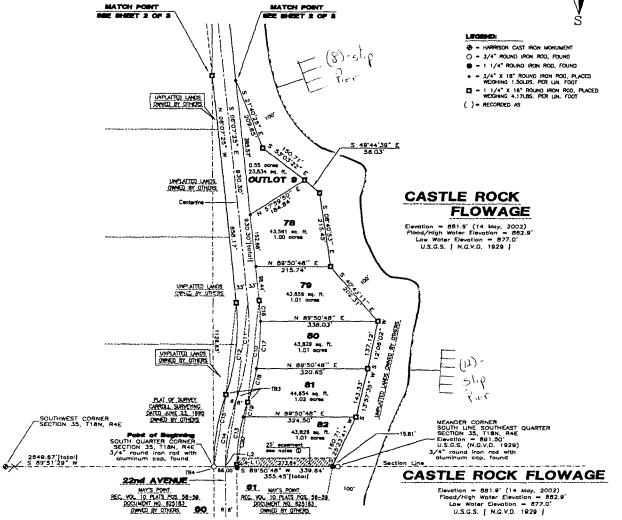












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## **TENDMENT NO. 1 TO FIRST** SUPPLEMENTAL DECLARATION FOR MAY'S POINT

Title of Document

Document Number

WHEREAS, Taylor Investment Corporation of Wisconsin, as Declarant (the "Declarant"), executed a Declaration of Covenants, Conditions and Restrictions for May's Point, dated September 9, 2003, (the "Declaration"), and recorded on September 12, 2003 at 8:40 a.m. as Doc. No. 625184 in the Office of the Register of Deeds for Juneau County, Wisconsin;

WHEREAS, pursuant to said Declaration, the Declarant executed a First Supplemental Declaration to said Declaration dated February 12, 2004 (First Addition to May's Point"), which was recorded on February 12, 2004 at 2:00 p.m. as Doc. No. 629007, and again on March 18, 2004 at 10:25 a.m. as Doc. No. 629825 in the Office of the Register of Deeds for Juneau County, Wisconsin:

LOCUMENT # 638747

Recorded FEB. 28,2005 AT 10:45AM CHRISTIE BENDER REGISTER OF DEEDS JUNEAU CO., WI

\$17.00

Fee Amount:

INDEXED

Name and Return Address Attorney Walter G. Wefel, Jr. P.O. Box 639 Wis. Rapids, WI 54495-0639

WHEREAS, Exhibit II-B said First Supplemental Declaration identified 2 common piers, but did not state or show the assignment of the right of each lot in said First Addition to use a specific pier;

WHEREAS, Declarant, at the time of the sale of each lot in said First Supplemental Declaration was made subject to these pier assignments;

WHEREAS, Declarant does hereby wish to amend said First Supplemental Declaration to state and show said pier assignments;

NOW THEREFORE, the Declarant amends said First Supplemental Declaration to state that pier G serves Lots 55, 56, 57, 58, 59, 60, 78, 79, 80, 81 and 82, and pier H serves Lots 71, 72, 73, 74, 75, 76 and 77, all as shown on a map of the First Addition to May's Point attached hereto as Exhibit I-A and Exhibit I-B.

Except as herein amended, all of the terms, covenants and conditions of said First Supplemental Declaration are hereby confirmed and shall remain in full force and effect and shall be binding upon and inure to the benefit of the owners of the First Addition to May's Point and their respective successors and assigns.

IN WITNESS WHEREOF, this First Amendment is dated and executed this 23<sup>rd</sup> day of February. 2005. by Declarant.

++ → of May's Point and on a

map

all in the First Addition to May's Point

TAYLOR INVESTMENT CORPORATION OF

WISCONSIN

Assistant Vice President

STATE OF WISCONSIN ) )ss PORTAGE COUNTY )

Personally came before me this 23rd day of February, 2005, the above-named Scott R. Gruening, the Assistant Vice President of Taylor Investment Corporation of Wisconsin, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Colleen M. Webster

Notary Public, Portage County, Wisconsin
My commission expires: 2 24 2008

This instrument drafted by: Atty. Walter G. Wefel, Jr. BRAZEAU, WEFEL, KRYSHAK & NETTESHEIM PO Box 639 Wisconsin Rapids, WI 54495-0639

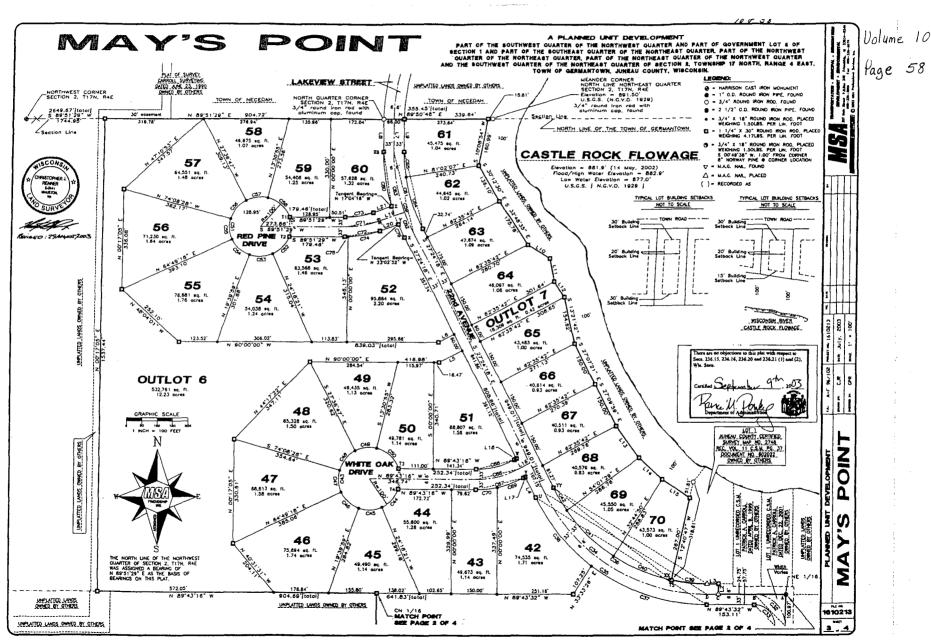


Exhibit 1-A

Exhibit 1-B

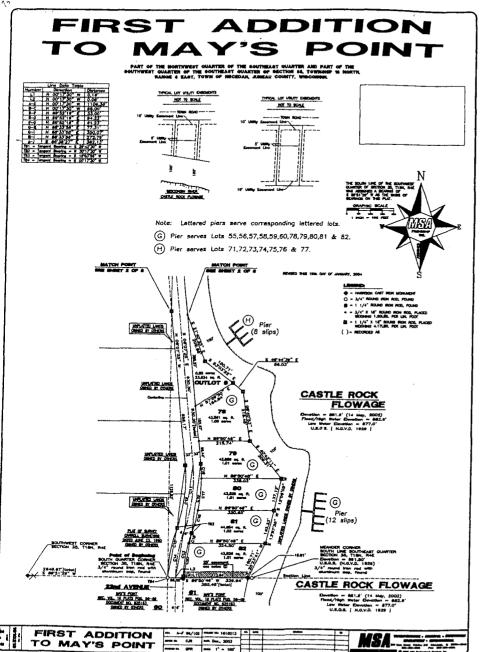


EXHIBIT I-A

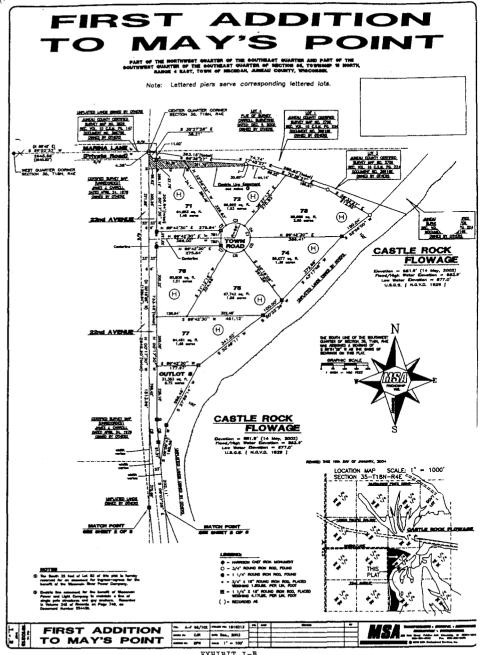


EXHIBIT I-B

**Document Number** 

## AMENDMENT TO MAY'S POINT DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

**NS AND KESIKI** Document Title

This Amendment to Declaration of Covenants, Conditions and Restrictions made this 17th day of January, 2005 amends that DECLARATION, made on September 9, 2003, and recorded on September 12, 2003 at 8:40 a.m. as Document No. 625184 in the office of the Juneau County Register of Deeds by Taylor Investment Corporation of Wisconsin, a Minnesota Corporation, legally described as follows:

**DOCUMENT # 639138** 

Recorded
MAR. 17,2005 AT 10:15AM
CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI
Fee Amount: \$19.00

Return to: Naterra Land, Inc. 2825 Post Road, Stevens Point, WI 54481

Lots 1-70, inclusive of May's Point, a County Plat, Document No. 625183, Volume 10 of plats, Pages 56-59 located the Town Germantown, Juneau County, and State of Wisconsin.

**Article VII**, section B, paragraph 2 shall be amended to read:

Placement of the six (6) piers shall be opposite the property line in the following locations: Forty (40) feet west of the lot line between lots Fifteen (15) and Outlot two (2), Approximately the middle of Lot 23, between Lots Sixty three (63) and Sixty Four (64), between Lots Sixty Six (66) and Sixty Seven (67) and to piers on Outlot Three (3).

**Exhibit C** to May's Point Declaration shall be amended per the attached map.

This change is being made in accordance with ARTICLE VII Term And Right To Abate Violations as stated in paragraph 1. Recorded in DECLARATION, stated above.

## BOARD OF DIRECTORS FOR MAY'S POINT WATERFRONT COMMUNITY ASSOCIATION:

Scott R. Sun	<u>mg 1/17/05</u>
Scott R. Gruening	Date
Suit O Resu	6 V17/05
Keith J. Rusch	Date
Mahe J. With	1/17/05
Michael J. Wittry	Date
STATE OF WISCONSIN	)
COUNTY OF Yortage	)ss _ )
The above named <u>Keith</u> instrument and acknowledg	J. Rusch to be known to be the person(s) who executed the ed the same this

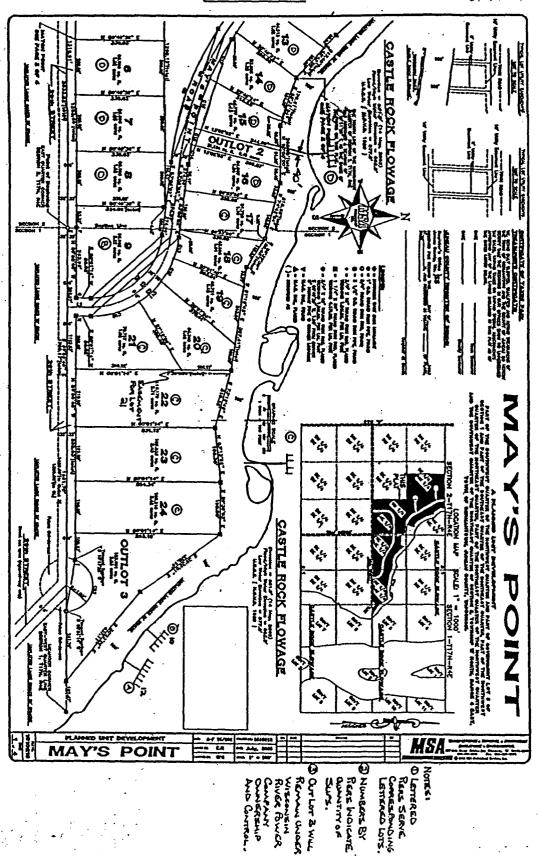
Notary Public Yorkall County, Wisconsin. My commission expires Oct, 21-2007

above

This Instrument Was Drafted By: Philip C. Taylor Naterra Land, Inc. 43 Main Street SE, Suite 506 Minneapolis, MN 55414

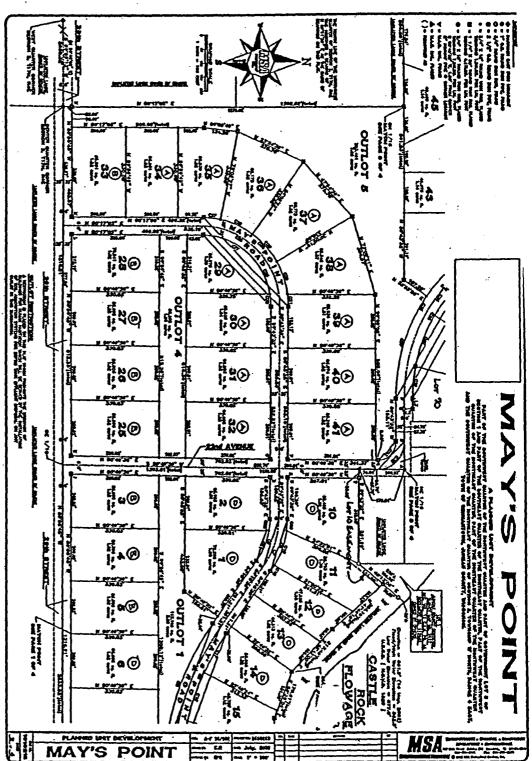
17th day of January

## MAY'S TO AT DECLARATION



EX
LU

MAY'S POINT
DECLARATION
Continued



EX C
TO
MAY'S POINT
DECLARATION
Continued

