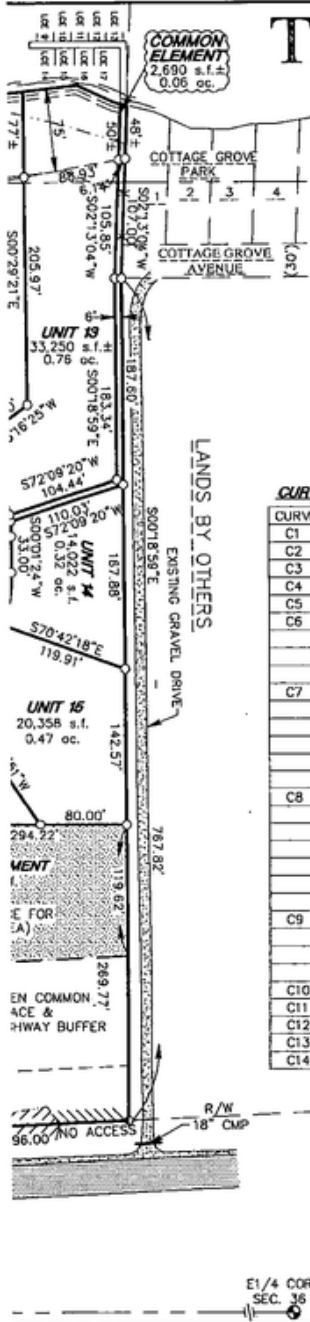


The Waterfront at Lake Mason Condominium

BEING A PART OF THE SW1/4 OF THE NW1/4 AND THE NW1/4 OF THE NW1/4,
SECTION 36, T. 14 N., R. 7 E., TOWN OF NEW HAVEN, ADAMS COUNTY, WISCONSIN.
CONTAINING: 742,952 SQ. FT. ± - 17.06 ACRES ±



SCALE: 1" = 100'



BASIS OF BEARINGS: IS THE WEST LINE OF THE NW1/4, WHICH IS ASSUMED TO BEAR N00°29'21"W.

LEGEND

- 3/4" X 24" IRON REBAR SET (WT. = 1.5 LBS./L.F.)
- 3/4" IRON ROD FND.
- ⊙ 1" IRON PIPE FND.
- ⊙ 1 1/2" IRON PIPE FND.
- ⊙ 2" IRON PIPE W/BRASS CAP FND.
- ⊙ 3" IRON PIPE FND.
- *—* EXISTING FENCE LINE
- ▭ UNIT BUILDING SPACE

CURVE DATA TABLE

| CURVE | UNIT # | DELTA | ARC | RADIUS | BEARING | DIST |
|-------|--------|-----------|--------|---------|-------------|--------|
| C1 | | 02°31'01" | 170.00 | 3870.00 | S85°55'32"W | 169.99 |
| C2 | C.E. | 00°19'24" | 21.85 | 3870.00 | S87°01'20"W | 21.85 |
| C3 | ROAD | 00°48'57" | 55.10 | 3870.00 | S86°27'10"W | 55.10 |
| C4 | C.E. | 01°22'40" | 93.05 | 3870.00 | S85°21'22"W | 93.05 |
| C5 | 1 | 90°02'18" | 39.29 | 25.00 | N44°57'27"W | 35.37 |
| C6 | | 90°00'00" | 227.77 | 145.00 | N44°58'36"W | 205.06 |
| | 1 | 32°29'10" | 82.21 | 145.00 | S73°44'01"E | 81.12 |
| | 2 | 38°08'56" | 96.55 | 145.00 | S38°24'58"E | 94.77 |
| | 3 | 19°21'54" | 49.01 | 145.00 | S09°39'33"E | 48.77 |
| C7 | | 90°00'00" | 227.77 | 145.00 | N45°01'24"E | 205.06 |
| | 3 | 05°19'34" | 13.48 | 145.00 | S02°41'11"W | 13.47 |
| | 4 | 27°06'11" | 68.59 | 145.00 | S18°54'04"W | 67.95 |
| | 5 | 24°31'35" | 62.07 | 145.00 | S44°42'57"W | 61.60 |
| | 6 | 21°31'16" | 54.46 | 145.00 | S67°44'22"W | 54.14 |
| | 7 | 11°31'24" | 29.17 | 145.00 | S84°15'42"W | 29.11 |
| C8 | | 90°00'00" | 227.77 | 145.00 | S44°58'36"E | 205.06 |
| | 10 | 00°47'55" | 2.02 | 145.00 | N89°34'39"W | 2.02 |
| | 11 | 25°44'26" | 85.14 | 145.00 | N78°18'28"W | 64.60 |
| | 12 | 26°42'40" | 67.60 | 145.00 | N50°04'55"W | 66.99 |
| | 13 | 28°55'00" | 73.18 | 145.00 | N22°16'05"W | 72.41 |
| | C.E. | 02°25'03" | 6.12 | 145.00 | N06°36'04"W | 6.12 |
| | 14 | 05°24'56" | 13.71 | 145.00 | N02°41'05"W | 13.70 |
| C9 | | 90°00'00" | 227.77 | 145.00 | S45°01'24"W | 205.06 |
| | 14 | 19°16'18" | 48.77 | 145.00 | N09°39'33"E | 48.54 |
| | 15 | 32°01'54" | 81.07 | 145.00 | N35°18'39"E | 80.01 |
| | 16 | 38°41'48" | 97.93 | 145.00 | N70°40'30"E | 96.08 |
| C10 | C.E. | 89°57'42" | 39.25 | 25.00 | S45°02'33"W | 35.34 |
| C11 | 21 | 90°00'00" | 149.23 | 95.00 | N44°58'36"W | 134.35 |
| C12 | 21 | 90°00'00" | 149.23 | 95.00 | N45°01'24"E | 134.35 |
| C13 | 17 | 90°00'00" | 149.23 | 95.00 | S44°58'36"E | 134.35 |
| C14 | 17 | 90°00'00" | 149.23 | 95.00 | S45°01'24"W | 134.35 |



SURVEYOR

SCOTT P. HEWITT
P.O. BOX 373
625 E. SLIFER STREET
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PHONE PORTAGE: (608) 742-7788
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OWNER

LAKE MASON PROPERTIES LLC
C/O DANIEL GOFF
340 INVERNESS TERRACE
BARABOO, WI 53913

490516

The Waterfront at Lake Mason Condominium

G GROTHMAN & ASSOCIATES S.C. LAND SURVEYORS

625 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI 53901
PHONE: PORTAGE: (608) 742-7788 SAUK: (608) 644-8877
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FILE NO. 1000-795 PROJ. NO. 394-103 DWG NO. 1000795 condo
THIS INSTRUMENT DRAFTED BY JERON ABEGGLEN SHEET 2 OF 3

E1/4 COR. SEC. 36

SURVEYOR'S CERTIFICATE

I, **SCOTT P. HEWITT**, Registered Land Surveyor, No. 2229 of the State of Wisconsin do hereby certify that I have surveyed and mapped according to the official records, condominiums as described and pictured hereon. I further certify that this plat is a true scaled and dimensional representation of the boundaries, buildings, improvements and existing encroachments, if any.



SCOTT P. HEWITT
Registered Land Surveyor, No. 2229
Dated: August 19, 2009
File No. 1000-795



LEGAL DESCRIPTION

Being a part of the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of Section 36, Town 14 North, Range 7 East, Town of New Haven, Adams County, Wisconsin, described as follows:

Commencing at the west quarter corner of said Section 36;
thence North 00°29'21" West along the west line of the Northwest Quarter of said Section 36, 411.39 feet to a point in the northerly right-of-way line of State Trunk Highway 23 and the point of beginning;
thence continuing North 00°29'21" West along the west line of the Northwest Quarter of said Section 36, 789.95 feet to a meander corner, said corner lies South 00°29'21" East, 60 feet more or less from the water's edge of Mason Lake and the beginning of a meander line along said lake;
thence North 80°07'29" East along said meander line, 820.78 feet to a point in the west line of Lot 1, Cottage Grove Park, said point lies South 02°13'04" West, 48 feet more or less from the water's edge of Mason Lake and the end of the meander line along said lake;
thence South 02°13'04" West along the west line of said Lot 1 and the west right-of-way line of Cottage Grove Avenue, 107.00 feet;
thence South 00°18'59" East along the east line of lands described and recorded in Volume 2874, page 51, 767.82 feet to a point in the northerly right-of-way line of State Trunk Highway 23;
thence South 87°11'03" West along the northerly right-of-way line of State Trunk Highway 23, 396.00 feet;
thence Southwesterly along a 3,870.00 foot radius curve to the left in the northerly right-of-way line of State Trunk Highway 23 having a central angle of 02°31'01" and whose long chord bears South 85°55'32" West, 169.99 feet;
thence South 84°06'43" West along the northerly right-of-way line of State Trunk Highway 23, 238.15 feet to the point of beginning.
Containing 742,952 square feet, (17.06 acres) more or less. And intending to include all lands lying between the meander line herein described and the water's edge of Mason Lake lying between true northerly extensions of the easterly and westerly lines herein described and being subject to servitudes and easements of use or record, if any.

The Waterfront at Lake Mason Condominium

BEING A PART OF THE SW1/4 OF THE NW1/4 AND THE NW1/4 OF THE NW1/4,
SECTION 36, T. 14 N., R. 7 E., TOWN OF NEW HAVEN, ADAMS COUNTY, WISCONSIN.
CONTAINING: 742,952 SQ. FT. ± - 17.06 ACRES ±

SURVEYOR

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REVIEWED

JUL 19 2010

ADAMS COUNTY PLANNING
AND ZONING DEPARTMENT



OWNER

LAKE MASON PROPERTIES LLC
C/O DANIEL GOFF
340 INVERNESS TERRACE
BARABOO, WI 53913

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The Waterfront at
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FILE NO. 1000-795

PROJ. NO. 394-103

DWG NO. 1000795 *condo*

THIS INSTRUMENT DRAFTED BY JERON ABEGGLEN

SHEET 3 OF 3

Document Number.

**DECLARATION OF
CONDOMINIUM**

490517

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

JUL 19 2010

Time: 2:30pm
Recording Fee: 30.00
Transfer Fee: -
of Pages: 25
Receipt # 3410

THIS SPACE RESERVED FOR
RECORDING DATA

Name and Return Address:
Attorney David J. Grove
Grove Law Office
529 Trail Side Drive, Suite 200
DeForest, WI 53532

22-14-07-36-23-005
(Parcel Identification Numbers)

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**Declaration
of
The Waterfront at Lake Mason Condominium**

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made this 1st day of July, 2010, Lake Mason Properties, LLC, a Wisconsin limited liability company (the "Declarant").

**Section 1.
Declaration**

Declarant hereby declares that it is the sole owner of a certain tract of land in the Town of New Haven, Adams County, Wisconsin, together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto ("the Property"), described as follows:

See Exhibit A, which is attached and incorporated by reference

The Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Act") and this Declaration. The Property is also described on the Condominium Plat which is attached hereto and made a part hereof.

This Declaration shall run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

**Section 2.
Name and Address**

2.1. Name.

The name of the condominium created by this Declaration (the "Condominium") is "The Waterfront at Lake Mason Condominium".

2.2. Address.

The address of the condominium is 340 Inverness Terrace, Baraboo, WI 53913.

**Section 3.
Common Elements.**

3.1. Description of Common Elements.

The common elements (the "Common Elements") consist of all of The Waterfront at Lake Mason Condominium real property, real property interests, improvements and appurtenances as described in this Declaration, except the individual units as described in Section 4, and shall include, without limitation, the land on which the units are located and the following items as described on the Condominium Plat:

3.1.1. the entry area, including the "Open Common Space Highway Buffer" area set aside for highway buffer along State Highway 23 and the "35' Buffer Area" located along the shoreline of Mason Lake, and as further depicted on the Condominium Plat;

3.1.2. the Private Roadway extending from State Highway 23 to be known as 1st Ridge, and as further depicted on the Condominium Plat;

3.1.3. the two (2) separate "Septic Areas", including the septic and drain fields, pipes, lines, pumps, lift stations and any other necessary improvements associated with the common use of the Septic Areas;

3.1.4. the riparian rights associated with and appurtenant to the Condominium Property;

3.1.5. the "6 foot Walk Path" extending from the Private Road known as 1st Ridge to the waters of Mason Lake, and as further depicted on the Condominium Plat;

3.1.6. the storm water detention basin(s) as depicted on the Condominium Plat as "Storm Water Management Area";

3.1.7. the utility services, utility lines and conduits, and those improvements, structures, and facilities constructed on the Common Elements and additions thereto in the future made by the Association of Unit Owners (hereinafter described).

3.2. The Waterfront at Lake Mason Condominium Walk Path.

The portion of the common elements designated as the "6' Walk Way" on the Condominium Plat may be used as a pedestrian ingress and egress for purpose of access to the shoreline of the Property. The Walk Path may be used by the unit owners, their invitees and guests. No motor vehicles of any sort may be operated over or parked upon the Walk Path, except the Association's agents may operate and temporarily park motor vehicles on the Walk path for purposes of performing necessary installation, maintenance, or repair of the walk way and of the Dock Facilities.

3.3. The Waterfront at Lake Mason Condominium Septic Areas.

The areas designated as "Septic Areas" on The Waterfront at Lake Mason Condominium Plat shall be for the use of the Property's septic fields and service. No structures or buildings may be placed or constructed at any time in the Septic Areas. No persons may enter the Septic Areas by motor vehicle of any type; except the Association's agents may enter the Septic Areas by foot or by motor vehicle for the purpose of installing, repairing or maintaining the Septic Area and the Common Element drain fields and related plumbing.

3.4. The Waterfront at Lake Mason Condominium Storm Water Management Area.

The areas designated as "Storm Water Management Area(s)" on The Waterfront at Lake Mason Condominium Plat shall be preserved in such a manner and at a sufficient depth for the proper retention of storm water run off from the Property. No structures or buildings may be placed or constructed at any time in the Storm Water Management Area(s). The Association's agents may enter the Storm Water Management Area(s) by foot or by motor vehicle for the sole purpose of maintaining or repairing the Storm Water Management Area(s) in a sufficient state to assure that the Storm Water Management Area(s) continue to function in the manner with which they were originally designed.

Section 4.
Definition and Description of the Units.

4.1. Number.

Twenty-one (21) residential condominium Units are hereby declared in "The Waterfront at Lake Mason Condominium".

4.2. Definition.

A unit is a cubicle of air whose vertical boundaries shall be as set forth for such unit on the Condominium Plat, whose lower boundary is an imaginary horizontal plane located parallel to and 50 feet below the surface of the ground, extended to the vertical boundaries, and whose upper boundary is an imaginary horizontal plane located parallel to and 75 feet above the surface of the ground, extended to the vertical boundaries, intended for the private, individual, use of its owner and its owner for the construction and maintenance of a single family residence (hereinafter "Unit").

4.3. Identification.

The units are as designated by numbers as shown in the Condominium Plat (i.e., Unit 1 to Unit 21).

4.4. Division or Separation of Units.

No Unit within the Property as platted shall be re-subdivided. No boundary line of any Unit within the Property shall be changed, except with the approval of the Declarant or the Architectural Review Committee, whichever is then applicable.

Section 5.
Limited Common Elements.

5.1. Description.

That portion of the Common Elements designated as "Limited Common Elements," as shown in the Condominium Plat, including the all docks, boardwalks, piers and pilings constructed or extending from the Property into the waters of Mason Lake (hereinafter the "Dock Facilities"). Such limited common elements shall be reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant, to the exclusion of all other units in the condominium. The use of the Limited Common Elements shall be subject to the Associations Bylaws and any Rules and Regulations established by the Declarant, the Association, or Architectural Review Committee.

5.2. Division of Limited Common Elements.

No Limited Common Element within the Property as platted shall be re-subdivided. No boundary line of any Limited Common Element within the Property shall be changed, except with the approval of the Declarant or the Architectural Review Committee, whichever is then applicable.

5.3. Entry by the Association.

The Association or its agents may enter upon the Limited Common Elements for the purposes of constructing or repairing the Limited Common Elements, and for the purposes of providing the maintenance of the Limited Common Elements as provided in Section 10.

5.4. The Dock Facilities.

The Declarant shall construct the Dock Facilities adjacent to the shoreline of the Property with slips to accommodate not more than seventeen (17) watercraft. The Dock Facilities shall be Limited Common Elements and all times relevant hereto are for the exclusive use of the owner or occupant of the Unit to which they are appurtenant, to the exclusion of all other Units in the Condominium. During the boating season, the owner of each Unit with a slip shall be entitled to moor a boat or watercraft in the slip which has been assigned to that Unit. The right to moor a boat or watercraft in the assigned slip shall be limited to those boats or watercraft that may be reasonably accommodated in relation to the dimensions of the slip and the depth of the water and may be subject to further Rules and Regulations as established by the Association.

In the event that a Unit Owner elects not to moor a boat or watercraft in the slip which has been assigned to this or her Unit, the Unit Owner may not rent, assign, lease or otherwise transfer the right to occupy the assigned boat slip to any other person or entity, except with the prior written approval of the Association.

With the prior written consent of the Association, a Unit Owner may purchase and install, as his or her own expense, a boat lift for the limited common element Dock Facility that has been assigned to him or her.

Section 6.

Approvals by Declarant or Architectural Review Committee.

6.1. Submission of Plans.

After three (3) years from the date of the sale of the first Unit or thirty (30) days after the conveyance of seventy-five (75%) of the Common Elements to purchasers, whichever occurs first, the plans, specifications, site plans, and other matters to be submitted to the Declarant under this section and Section 7 must be submitted to the Architectural Review Committee.

6.2. Architectural Review Committee.

The Architectural Review Committee shall consist of three persons, elected by the owners of a majority of the Units within the Property. The Architectural Review Committee shall act by majority vote. The election of the Architectural Review Committee shall be held annually on the first Monday in October at 8:00 o'clock p.m. at a site selected by the Declarant or the Architectural Review Committee. In the event of the failure of the owners of a majority of the Units within the Property to elect a committee in any year, the most recently elected members shall continue to serve until successors are duly elected.

6.3. Building Plans.

The plans and specifications for all buildings and structures proposed to be erected or placed within any Unit must be submitted to the Declarant, or the Architectural Review Committee, whichever is then applicable, for written approval as to the quality and durability of workmanship and materials, harmony of exterior design, including exterior colors, size, location with respect to topography, landscaping details, and finish grade elevation, prior to commencement of construction.

6.4. Approval of Builder.

The prime contractor or builder to be hired for construction of each building and structure proposed to be erected or placed within any Unit shall be approved in writing by the Declarant or

Architectural Review Committee, whichever is then applicable, prior to the commencement of construction. The approval of the Declarant or the Architectural Review Committee shall not be unreasonably withheld. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status, business history and prospects, building reputation or any other reason which would be similarly relied upon by a reasonably prudent businessman then developing a condominium of single family residences.

6.5. Assignment of Approval Rights.

The Declarant, for a period of three (3) years from the date of the sale of the first unit or thirty (30) days after the conveyance of seventy-five (75%) of the Units to purchasers, whichever occurs first, may elect to assign all of the Declarant's rights to approve all of the items set forth in this section to the Architectural Review Committee.

6.6. Approval by Nonaction.

In the event the Declarant or Architectural Review Committee, whichever is then applicable, does not affirmatively approve or reject the plans, specifications, the prime contractor or builder, alterations, or any other matters which must be submitted to the Declarant or Architectural Review Committee, within forty-five (45) days after complete application materials have been submitted to the approving authority in writing, then such approval shall not be required in that instance.

6.7. Waiver, Release, Amendment or Cancellation.

The covenants, conditions, and restrictions set forth in this section and Section 7, or any part thereof, may be cancelled, released, amended, or waived in writing as to some or all of the buildings within the Property by an instrument signed by the Declarant and the owners of a majority of the Units within the Property, or if the Declarant has released or assigned the Declarant's rights under section 6.5 as provided therein, then by an instrument in writing signed by the owners of a majority of the units within the Property.

6.8. Standards.

In exercising any authority under this section, the Declarant or the Architectural Review Committee, whichever is then applicable, shall act in accordance with the following standards:

- 6.8.1. to assure the most appropriate development and improvement of the Property;
- 6.8.2. to protect each Unit Owner against improper uses by other Unit Owners;
- 6.8.3. to preserve the beauty of the Property;
- 6.8.4. to guard against the erection of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable material;
- 6.8.5. to encourage and secure the erection of attractive, adequately sized buildings, which conform and harmonize in external design with other residential structures within the Property and which are properly located within the Unit in accordance with its topography, finished grade elevation, and as the Unit relates to other adjacent Units;
- 6.8.6. to insure and protect the Storm Water Management Areas and Buffer Areas as depicted on the Condominium Plat; and
- 6.8.7. to provide for high quality improvements which will protect the investments of purchasers of Units.

6.9. Limitation of Liability.

The Declarant and the Architectural Review Committee shall not be liable for any loss suffered by any person on the basis of the approval or disapproval of any proposed use, plans, specifications, site plan, approval of a separation of a Unit, or any other matter, including any loss arising out of the negligence of the Declarant or Architectural Review Committee.

Section 7.

Unit Building and Use Restrictions.

7.1. Location of Buildings.

Buildings shall be constructed and placed only within the Units, and only within the "Building Envelopes", shown on the Condominium Plat. Only one single family residence shall be constructed or placed within each Unit. No accessory buildings shall be placed on any Unit, unless the Unit Owner has obtained the advance written approval of the Declarant or Architectural Review Committee, whichever is then applicable.

7.2. Building Restrictions.

Buildings placed, constructed, or to be constructed on the Property shall in each instance comply with each of the following conditions and restrictions:

7.2.1. Driveways.

Driveways may be placed within Unit and any Common Element appurtenant to the Unit at the Unit Owner's expense. Driveways should be concrete, but this requirement may be waived by the Declarant or the Architectural Review Committee, whichever is then applicable, in the event of labor strikes, concrete unavailability, or other similar material is being proposed by the Unit Owner or other circumstances not within the control of the Unit Owner, which prevent or delay the installation of a concrete driveway, or may encourage better storm water management.

7.2.2. Garages. All residences constructed on the Property must have an attached garage and such garage must contain not less than two (2) and not more than three (3) automobile garage stalls; but the maximum limitation may be waived by the Declarant or Architectural Review Committee, whichever is then applicable.

7.2.3. Previously Erected Buildings. No building previously erected elsewhere may be moved onto the Property, except new prefabricated construction which has been approved by the Declarant or Architectural Review Committee, whichever is then applicable.

7.2.4. Approval of Alterations. No alteration in the exterior appearance of any building erected or placed within the Property, including but not limited to, exterior remodeling and the construction of patios, decks, swimming pools, jacuzzis, walk-ways and driveways, shall be made without the prior written approval of the Declarant or Architectural Review Committee, whichever is then applicable.

7.2.5. Antennas and Satellite Dishes. No visible exterior antennas will be allowed. Satellite dishes no larger than 2 feet in diameter shall be permitted on any Unit within the Property. With respect to placement of satellite dishes that are 2 feet in diameter or less, each Unit Owner should act in a manner which preserves the value of the Unit Owner's property and that of his or her neighbor's. Satellite dishes should be placed in a location which is as unobtrusive as possible, provided that a quality signal can be received and unreasonable costs are not required. If a Unit Owner can locate a dish at the rear of the Unit without delaying

installation or significantly increase costs and still obtain a quality signal, the Unit Owner should do so. Installation companies should be told to proceed with these policies in mind. The provisions of this section shall not apply if such application would violate any applicable state or federal laws.

7.2.6. Fences. The installation of any fence or walls of any kind is prohibited without the approval of the Declarant or the Architectural Review Committee, whichever is then applicable.

7.2.7. Conformity with Applicable Laws. All buildings and structures placed or constructed on the Property or within the Units shall conform to all applicable governmental codes and regulations.

7.2.8. Temporary Residences. No trailer, basement, tent, shack, garage, barn or any part thereof, shall ever be used as a residence, temporary or permanent, within the Property or within the Units, nor shall any residence be of a temporary character.

7.2.9. Roofs. All residences erected on the Property shall have a minimum roof pitch of not less than 6/12 pitch, and shall have architectural dimensional shingles or cedar shake shingles. A variance from the minimum roof pitch requirement may be granted by the Declarant or Architectural Review Committee, whichever is then applicable, in their discretion.

7.2.10. Improvement Exterior Restrictions. All residences erected on the Property shall have exteriors of brick, stucco, or natural wood. No residence located on the Property shall have exteriors of vinyl or aluminum siding. All eaves, soffits, overhangs, gutters, and downspouts shall be made of aluminum. Except for the restriction of no vinyl or aluminum siding, a variance from the requirements imposed by this paragraph may be granted by the Declarant or Architectural Review Committee, whichever is then applicable, in their discretion.

7.3. Restrictions on Use of Units.

The use of the Units shall in each instance comply with each of the following conditions and restrictions:

7.3.1. Single Family Use. All Units shall be used for single family residential purposes only. No building or structure shall be erected, altered, or placed within the Units other than a dwelling for the use and occupancy of a single family only.

7.3.2. Animals. Commercial animal boarding, kenneling or treatment is expressly prohibited whether for free or not. No more than two (2) domestic animals may be kept in any Unit within the Property.

7.3.3. Signs. Except as provided within this section, no signs of any type shall be displayed to the public view on any Unit within the Property without the prior written consent of the Declarant or Architectural Review Committee, whichever is then applicable. Lawn signs of not more than four (4) square feet in size located in the Unit advertising the Unit where locate for sale, and signs of any size displayed by the Declarant as part of the Declarant's marketing of the Units within the Property shall be allowed without any prior written consent.

7.3.4. Sports Courts or like facilities. No Unit Owner may construct a sports court, or other similar structure anywhere within the Limited Common Elements or Units. This restriction does not prohibit the installation of one basketball hoop within the driveway serving the Unit.

7.3.5. Nuisances. No noxious or offensive trade or activity shall be carried on, nor shall anything be done which may be or will become a nuisance to the neighborhood in any Unit within the Property.

7.3.6. Parking and Storage of Vehicles. Parking of vehicles of any kind (including but not limited to commercial or service vehicles, owned or operated by residents, travel trailers, mobile homes, campers, mobile storage or moving units or pods, and other recreational vehicles) within the Property or each Unit is prohibited, except regularly used personal passenger vehicles may be parked in driveways. This section shall not prohibit the temporary parking or storage of such vehicles for the purpose of loading and unloading at the Unit at which parked, for a period not to exceed forty-eight (48) hours. The parking of other vehicles and boats shall be controlled by the Association's Rules and Regulations.

7.4. Time for Commencement and Completion of Construction.

7.4.1. Commencement. Construction shall be commenced by the Unit Owner (or any successors or assigns) on all Units within the Property within one (1) year from the date of the land contract or deed by which such owner received an interest in the Unit involved from Declarant. If no construction is commenced by owner (or any successors or assigns) within such one-year period, the Declarant shall have the option, exercisable at any time after the expiration of such one-year period, whether the Unit is then owned by owner or successors or assigns, to have said Unit conveyed to the Declarant at the original sales price at which the owner acquired such Unit from Declarant, free and clear of any liens and encumbrances created by the act or default of the owner or any other party than the Declarant, with taxes and installments on special assessments for the year in which the conveyance occurs being prorated as of the date of such conveyance. Declarant may waive its rights under this section in writing, in its discretion.

7.4.2. Completion. Construction of all buildings within the Units shall be completed within six (6) months after issuance of a building permit for the respective building.

7.5. Landscaping Requirements.

7.5.1. Existing Vegetation.

No existing vegetation within the Unit, including trees of a diameter three (3) inches or greater, shall be destroyed or removed except as approved in writing by the Declarant or the Architectural Review Committee, whichever is then applicable. In the event such vegetation is removed or destroyed without approval, the Declarant or Architectural Review Committee, whichever is then applicable, may require the replanting or replacement of same, and the cost thereof shall be borne by the Unit Owner.

7.5.2. Landscaping Requirements.

A Unit Owner shall, at its expense, provide the landscaping for the Unit as part of the original construction of all improvements to a Unit. In addition, a Unit Owner, with the written approval of the Declarant or the Architectural Review Committee, whichever is then applicable, as provided in Section 6, shall install, upgrade, change or improve the landscaping within the Unit at the Unit Owner's expense any time completion of the improvements on the Unit.

7.5.3. Maintenance of Limited Common Elements.

All areas in the Unit not used as a lawn or under cultivation as a garden shall have a cover crop or be so cultivated or tended as to keep such areas free from noxious weeds and to

prevent storm water erosion. The Unit Owner shall be responsible for keeping such areas in good order and repair and free of debris, including, but not limited to, the mowing of all lawns, and the pruning of all trees and shrubbery all in a manner and with such frequency as is consistent with good property management. In the event that the Association has to take any action to maintain a Unit in such a manner, the Association's expense for such maintenance shall be assessed to the applicable Unit as provided in section 10.2. Each Unit Owner irrevocably grants an easement of ingress and egress, over and above the Unit, to allow the Association, or its agents, access for the purposes of such maintenance.

7.6. Grading and Elevation Requirements.

7.6.1. Site Plans.

The elevation of the Unit shall not be changed so as to materially affect the surface elevation or grade of any adjacent portions of the Property or in a manner that is detrimental to the Association's storm water management practices. A copy of all grading, landscaping, and site plans shall be kept by the Declarant or the Architectural Review Committee for the benefit of other Unit purchasers in planning their individual elevations. Violations of the grading or site plans as submitted shall give either the Declaration or Architectural Review Committee, whichever is then applicable, or any adjacent Unit Owner within the Property, a cause of action against the person violating such grading or site plans for injunctive relief or damage as appropriate. No earth, rock, gravel, or clay shall be excavated or removed from any Unit within the Property without the approval of the Declaration or Architectural Review Committee, whichever is then applicable.

7.6.2. Drainage Swales.

No Unit Owner shall grade or obstruct any drainage swale or Storm Water Management Area which is in existence at the time of development by such Unit Owner, so as to impede the flow of drainage water to, from or across such swale or Storm Water Management Area. Any Unit Owner who grades, obstructs or alters any drainage swale or Storm Water Management Area, which is in existence at the time of such Unit Owner's development, shall be required to repair or restore such drainage swale or Storm Water Management Area as such Unit Owner's sole expense.

7.7. Time for Completion.

Landscaping (including grading, installation of sod and seeding) and paving of any driveway within the Unit shall be completed within ninety (90) days of completion of construction of the residence provided weather conditions so allow. If such landscaping is delayed due to matters beyond the control of the Unit Owner, the time for completion shall be extended by the period of such delay. The cost of all such improvements shall be the responsibility of the Unit Owner.

Section 8.

Ownership of Unit and Percentage of Ownership in Common and Limited Common Elements.

8.1. Definition.

A "Unit Owner" shall mean a person, combination of persons, partnership, trust or corporation, who holds legal title to a Unit: provided, however, that in the event equitable

ownership has been conveyed in the Unit by means of a land contract or other similar document, "Unit Owner" shall mean the land contract purchaser.

8.2. Ownership.

Each Unit Owner shall own a fee simple interest in his or her Unit. Each Unit Owner shall also own an undivided interest in the Common Elements and the Limited Common Elements as a tenant in common with all other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the Common Elements and Limited Common Elements for all purposes incidental to the intended uses thereof and such other recreational and incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his or her Unit.

8.3. Percentages for Common Elements.

The undivided percentage interest in the Common Elements appurtenant to each Unit for all purposes, including proportionate payment of common expenses, shall be a percentage equal to one hundred divided by the total number of Units; or since there can be no more than 21 Units, each Unit Owner has a 4.76% undivided ownership interest in the Common Elements.

8.4. Percentages for Limited Common Elements.

The undivided percentage interest in the Limited Common Elements appurtenant to each Unit for all purposes, including proportionate payment of limited common expenses, shall be a percentage equal to one hundred divided by the total number of Units who enjoy the use and ownership rights of the Limited Common Elements; or since there are only seventeen (17) Units that have appurtenant Limited Common Element (i.e., the Dock Facilities), each Unit Owner has a 5.88% undivided ownership interest in the Limited Common Elements.

Section 9.

Association of Unit Owners.

9.1. Membership, Duties and Obligations.

All Unit Owners shall be entitled and required to be a member of an association of Unit Owners to be known as the The Waterfront at Lake Mason Condominium Association, Ltd. (the "Association") which shall be responsible for carrying out the purposes of this Declaration, including the management and control of the Common Elements and the Limited Common Elements, including the Storm Water Maintenance and Septic Areas. Such Association shall be incorporated as a non-profit, non-stock, corporation under the laws of the State of Wisconsin. Each Unit Owner and the tenants and permitted users of the Units, Common Elements and Limited Common Elements shall abide by and be subject to all of the rules, regulations, duties, and obligations of this Declaration and the Bylaws and rules and regulations of the Association.

9.2. Voting Rights.

Each Unit shall be entitled to receive one vote at meetings of the Association. If title to a Unit is held by more than one person, only one vote shall exist for that Unit. Voting rights may not be split, and must be voted by one person pursuant to the Bylaws. A Unit Owner of more than one Unit shall be entitled to vote for each Unit owned by him. The affirmative vote of a majority of the votes in the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, pursuant to the Bylaws. The Declarant

shall be entitled to cast the vote or votes pertaining to any Unit or Units declared as part of the condominium but not yet sold until such time as the respective Units are sold by Declarant or its successors or assigns. The respective rights, qualifications, and obligations of the members shall be as set forth in the Bylaws of the Association.

9.3. Declarant Control.

Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the Bylaws or rules and regulation of the Association, until the earlier of: (a) three (3) years from the date of the first sale of a Unit by Declarant, (b) thirty (30) days after the conveyance of seventy-five (75) percent of the Units to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Act. Each Unit Owner in The Waterfront at Lake Mason Condominium shall be deemed by acceptance of any deed or land contract to any Unit to agree, approve, and consent to the right of Declarant to so control the Association.

9.4. Association Authority.

The Association shall have and exercise all the powers enumerated in the Wisconsin Condominium ownership Act and the Wisconsin Non-Stock Corporation Law, to the extent not inconsistent with the Condominium Ownership Act, or the Declaration, as well as all powers contained in the Articles of Incorporation and Bylaws of the Association, as set forth therein.

9.5. Association Personnel.

The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for common services or utilities as may be required for each Unit.

9.6. Association Records.

The Association shall maintain and have available current copies of this Declaration, the Articles of Incorporation and the Bylaws of the Association, the Condominium Plat, any rules or regulations affecting The Waterfront at Lake Mason Condominium and the Association's books, records, and financial statements, for inspection during normal business hours by Unit Owners or by holders, insurers or guarantors of first mortgage secured by a condominium Units in The Waterfront at Lake Mason Condominium. Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor.

**Section 10.
Repairs and Maintenance.**

10.1. Units.

Each Unit Owner shall be responsible for keeping his or her Unit, including its structure and exterior, and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and maintenance which may at any time be necessary to maintain the good appearance and condition of his or her Unit, including maintenance, repair and upkeep of all additions, improvements, alterations and changes made by them to the Unit. Each Unit Owner shall be responsible for

maintenance of driveways, walks, yards, lawns, gardens, and landscaping, including snow removal from walks and driveways, the mowing of all lawns and the removal of all debris.

10.2. Common Elements and Limited Common Elements.

The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall cause the same to be kept in good, clean, attractive, and sanitary condition, order, and repair. The Association shall be responsible for providing snow and ice removal to, and the maintenance of, the Private Road built in the Common Elements; for the maintenance, repair, and replacement of all Dock Facilities, sidewalks, bicycle/cart/walk paths and all outdoor amenities located in the Common Elements and Limited Common Elements; for the maintenance, repair, and replacement of all Septic laterals, lift stations, pumps, drain fields, tanks and other improvements associated with the Common Element Septic Areas and located within the Common Elements to allow all Unit Owners the ability to dispose of their sewage; for the maintenance and repair of all Storm Water Management Areas and all Buffer Areas; and for the mowing of all lawns located within the Common Elements. This shall include all repair, maintenance, and replacement of any utility lines, electric, sewer supply systems for which the Association has responsibility under any easement agreements, and all roads which are a part of the Property. Any maintenance or repairs that have not been expressly assigned to the Association pursuant to this declaration shall be the responsibility of the Unit Owner. All expenses of maintenance under this paragraph of the Common Elements shall be a common expense of the Association. All expenses of the Limited Common Elements shall be the expense of the relevant Unit. The Association shall have full control and approval rights over all additions, improvements, and alterations to Common Elements. In the event any repair or maintenance of the Common Elements or Limited Common Elements is necessitated by reason of the negligence of a Unit Owner or the guest, tenant, licensee, or agent of a Unit Owner, such expense shall be charged and specially assessed against the responsible Unit Owner.

10.3. Prohibition Against Changes by Owner.

A Unit Owner shall not, without first obtaining the written consent of the Association, make or permit to make any alternations, additions, changes, or improvement in or to any Common Elements or Limited Common Element. A Unit Owner shall not, without first obtaining the written consent of the Declaration or Architectural Review Committee, whichever is then applicable, make or permit to be made any alternations, additions, changes, or improvements in or to any Unit. Such consent may be given upon such terms and conditions as the Association, the Declarant, or the Architectural Review Committee (whichever is applicable) in their discretion deem appropriate, provided that in no event shall any change or alternation impede or interfere with the use and enjoyment of any other Unit or appurtenances. A Unit Owner shall not perform, or allow to be performed, any act or work which will impair the structural safety of the Property, or impair any easement or property right, without the prior written consent of the Association, the Declarant, or the Architectural Review Committee, whichever is applicable.

10.4. Entry for Repairs .

The Association may at any time, for any reason, and without notice, at reasonable times and under reasonable conditions, enter into any Limited Common Element or Unit Exterior when necessary in connection with any maintenance, construction or repair, or for other matters, which the Association is responsible.

Section 11.
Reconstruction upon Destruction or Other Events.

11.1. Units.

In the event of a partial or total damage or destruction to a building or structure within a Unit, the repair and restoration of the same shall be the responsibility of the Unit Owner, utilizing insurance upon the Unit maintained by the Unit Owner or otherwise. On reconstruction, the design, plan and specifications of any building shall be subject to the approval of the Declaration or Architectural Review Committee, whichever is then applicable, the same as if the building or structure were being built in the first instance.

11.2. Common Elements and Limited Common Elements.

In the event of a partial or total damage or destruction or other event preventing use as previously contemplated of any improvements to the Common Elements or Limited Common Elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of the condominium. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for repair or reconstruction. However, if the repair or reconstruction of the damage or destruction would exceed available insurance proceeds, within 90 days of the date of the damage or destruction, the Association may determine not to rebuild or repair by written consent of at least 75% of the votes in the Association (such written consent is not effective unless approved by the mortgagees of the voting Units, if any). In such event, the Property shall be subject to an action for partition and shall be partitioned pursuant to §703.18 of the Wisconsin Statutes, providing for distribution of net proceeds of sale of the Property and net proceeds of insurance in proportion to the undivided percentage ownership interests in the Common Element and in accordance with the priority of interests in each Unit.

On reconstruction, the design, plan, and specification of any improvements or Common Elements or Limited Common Elements may vary from that of the original upon approval of the Association. If it is determined to repair and rebuild, all costs of repair or reconstruction in excess of available insurance proceeds shall be a common expense or limited common expense, as applicable, and the Association shall have the right to levy assessments as a common expense or limited common expense, as applicable, against all Unit Owners to the extent that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

Section 12.
Insurance

12.1. Units.

The individual Unit Owners shall provide and maintain fire and broad form extended coverage insurance on their Units and any buildings and accessory structures in an amount not less than the full replacement value thereof from time to time. Premiums for all such insurance shall be the responsibility of the Unit Owner and shall not be a common expense.

12.2. Common Elements.

The Association shall provide and maintain fire and broad form extended coverage insurance on the Common Elements and Limited Common Elements and any portion thereof

which are of the Property in an amount not less than the full replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective mortgagees in the percentages established within this Declaration, as their interests may appear. Said premiums shall be a common expense.

In the event of partial or total destruction of any such improvement and the repair or reconstruction of same in accordance with section 11.2 the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale, shall be distributed to the Unit Owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

12.3. Liability Insurance.

The Board of Directors shall also provide public liability insurance covering the Common Elements and Limited Common Elements with respect to all claims commonly insured against, and appropriate with regard to all activities conducted on the Property, in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workman's compensation insurance, directors' and officer's liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time. Said premiums shall be a common expense.

12.4. Terms of Insurance.

To the extent possible, all insurance shall provide that the insurer waives its rights of subrogation as to any claim against the Unit Owners, the Association, and their respective agents, invitees, and guests, and that the insurance cannot be canceled, invalidated, nor suspended on account of conduct of any one or more Unit Owners, or the Association, or their agents, invitees and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at anytime it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

Section 13.

Liability for Common and Limited Common Elements

The costs of administration of the Association, insurance, repair, maintenance, replacement, and other expenses of Common Elements and Limited Common Elements, including professional management services and other personnel, snow and ice control, and repair and maintenance of landscaping, walkways, Dock Facilities, Buffer Areas, Storm Water Management Areas and the Private Road shall be paid for by the Association. The Association shall make assessments against the Unit Owners and the Units for the expenses of maintaining the Common Elements in accordance with the percentage of the undivided interest in the Common Elements relating to each Unit, in the manner provided in the Bylaws of the Association. The Association shall also make assessments against the Unit Owner and the Units for the expenses of maintaining the Limited Common Elements directly to the Unit that the same is related. No Unit Owner may exempt the Unit Owner's ownership from liability for the Unit Owner's contribution toward the common expenses or limited common expenses by waiver of the use or enjoyment of the Common Elements or Limited Common Elements or services or by

abandonment of his Unit. No conveyance shall relieve the Unit Owner-grantor or the Unit of such liability, and the Unit Owner shall be joint, severally, and personally liable along with the Unit Owner's grantee in any such conveyance for any expenses as provided herein incurred up to the date of the sale, until all expenses charged to the Unit Owner's Unit have been paid.

All assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, until paid, against the Unit to which charged, as provided in the Act. Assessments shall be made against the Unit Owners and the Units at the beginning of each fiscal year of the Association to meet estimated common expenses of the Association for the ensuing year; however, if the prorated and paid in installments, the assessments shall not be considered due until the respective installment payment dates. In the event of delinquency in payment, the Association may assess penalties and interest, and may accelerate annual assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association. The Unit Owner shall be responsible for any costs of the Association incurred in the collection of that Unit Owner's delinquent assessments, as set forth in the Bylaws of the Association.

Section 14. Mortgagees.

14.1. 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 writing, received by the Association's agent for service of process, shall be entitled to receive notice of the following matters:

14.1.1. Default or Delinquency.

Written notice as to any default or delinquency in the performance of the individual Unit Owner who is the Mortgagee's mortgagor as to any obligation under the Condominium documents, which default or delinquency is not correct within thirty (30) days after written notice of said default or delinquency by the Association to said mortgagor.

14.1.2. Proposed Amendments.

Written notice of 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 the Declaration, the Articles of Incorporation of the Association, or the Bylaws of the Association.

14.1.3. Damage or Destruction.

Written notice any damage or destruction to the Common Elements of the Condominium, including any building structure, fixtures, and equipment, which are a part of the Common Elements, which is an aggregate amount, exceeds \$20,000.00, at such time as such damage or destruction is known to the Board of Directors.

Section 15.

Rights of Action; Failure of Association to Insist on Strict Performance Not Waiver.

15.1. Rights of Action.

If any Unit Owner fails to comply with this Declaration or the Bylaws or decisions made by the Declarant, the Architectural Review Committee, or the Association, the Declarant, the

Architectural Review Committee, or the Association, or any other Unit Owner may sue such Unit Owner for damages caused by the failure or for injunctive relief. In addition, the Declarant and the Association shall have any enforcement authority contained in the Bylaws of the Association.

15.2. No Waiver.

The failure of the Declarant, the Architectural Review Committee or the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option therein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such term, covenant, condition, or restriction, but such terms, covenant, condition, or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

Section 16.
General.

16.1. Rules and Regulations.

The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance, and use of the Common Elements by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of this Declaration or any contracts, documents, or easements referred to in this Declaration, and shall be designed to prevent unreasonable interference with the use of the Common Elements by persons entitled thereto. The Association members, their guests, and any persons using the Common Elements, shall conform to and abide by all such rules and regulations. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate, which may include fines or other penalties. The rules and regulations may be adopted, altered, and amended or repealed by the Board of Directors by an affirmative vote of two-thirds (2/3) or more of the votes present or represented at a meeting at which a quorum is in attendance, provided such action as been included in the notice of meeting.

16.2. Partition of Common Elements Prohibited.

There shall be no partition of the Common Elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the applicable statutes regarding Unit Ownership or condominium ownership; provided, however, that if any Unit shall be jointly owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Unit as between such co-owners.

16.3. Conveyance to Include Interest in Common Elements and Facilities and Limited Common Elements.

The percentage of undivided interest in the Common Elements and facilities shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed,

mortgage, lease, or other instrument affecting title to such Unit ownership without including therein the Unit Owner's interest in the Unit and the corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease, or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

16.4. Amendments to Declaration.

Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, this Declaration may only be amended with the written consent of all the Unit Owners. A Unit Owner's written consent is not effective unless it is approved by the mortgagee of the Unit, if any. Prior to completion of the initial sale of all declared condominium Units by Declarant, 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 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, Wisconsin, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at the address on file with the Association.

16.5. Notices.

All notices and other documents required to be given by this Declaration or 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 specified for receipt of process herein. 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 the Association.

16.6. Registered Agent.

The Registered Agent for the Condominium shall be Daniel S. Goff, 340 Inverness Terrace, Baraboo, WI 53913, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Department of Financial Institutions of the State of Wisconsin. A designation of Registered Agent in replacement of said Agent shall be filed by the Association within thirty (30) days after the date Declarant has sold all units in the Condominium, or at such earlier time as may be requested by said Agent. The Association may designate successors to the Registered Agent by affirmative vote of a majority of the Unit Owners present or represented by proxy at a meeting of the Association at which a quorum is present.

16.7. Severability.

The provisions hereof shall be deemed independent and severable, and the invalidity, 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.

16.8. Declarant Access During Construction of Improvements.

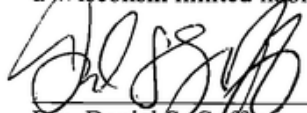
During any period of construction of Buildings and other improvements on the Property by the Declarant or the Unit Owner, the Declarant and Unit Owner and their contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection 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.

16.9. Conflicts.

If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

IN WITNESS WHEREOF, this Declaration of Condominium has been executed this 1st day of July, 2010.

Lake Mason Properties, LLC
a Wisconsin limited liability company,

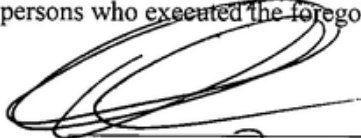


By: Daniel S. Goff
Authorized Member

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 1st day of July, 2010, the above named Daniel S. Goff, to me known to be the persons who executed the foregoing document and acknowledged the same.



Notary Public, DANE County, WI
My Commission is permanent.

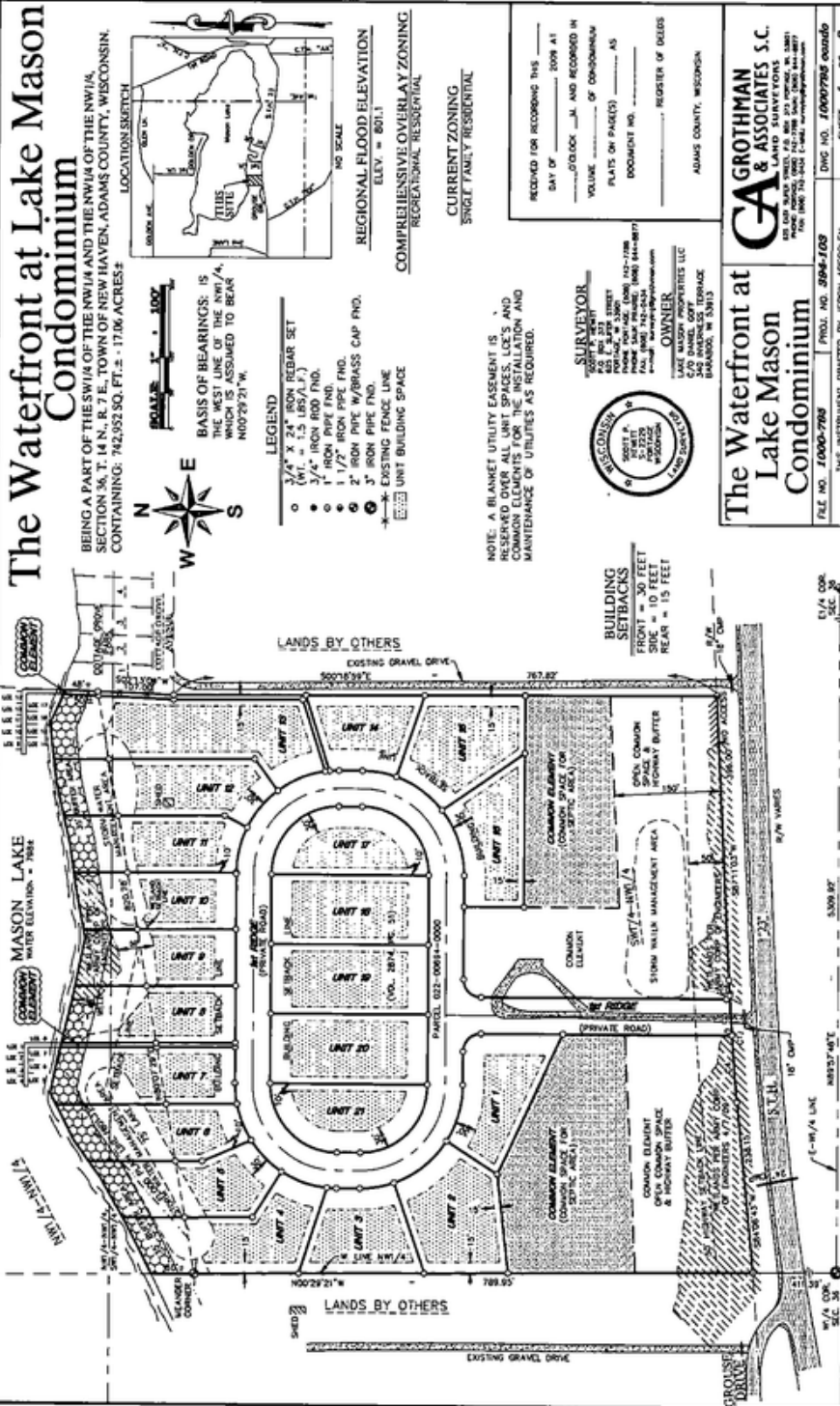


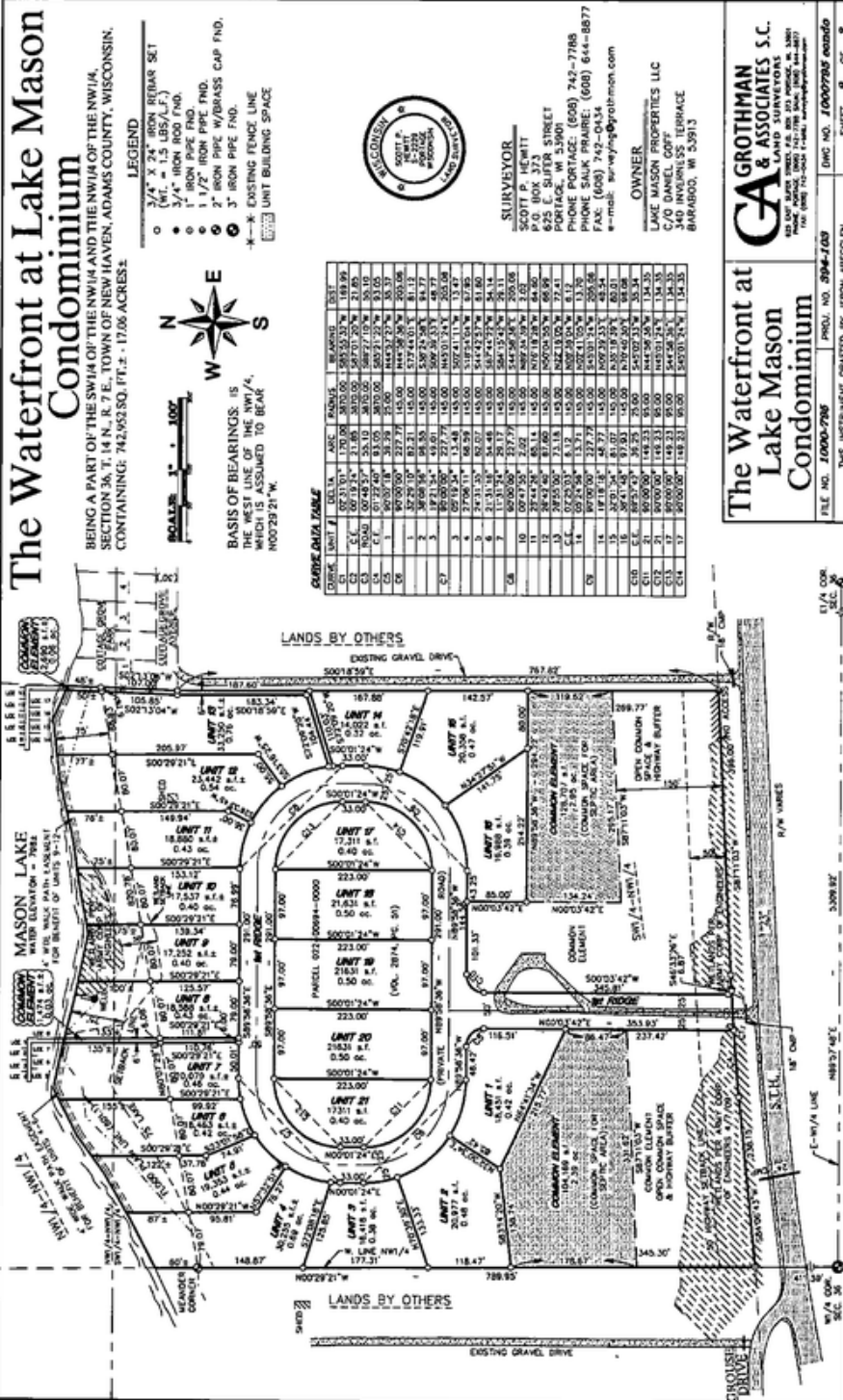
Drafted by:
David J. Grove
Grove Law Office
529 Trailside Drive, Suite 200
DeForest, WI 53532
(608) 846-7511

EXHIBIT**A**

Being a part of the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of Section 36, Town 14 North, Range 7 East, Town of New Haven, Adams County, Wisconsin, described as follows:

Commencing at the west quarter corner of said Section 36;
thence North 00°29'21" West along the west line of the Northwest Quarter of said Section 36, 411.39 feet to a point in the northerly right-of-way line of State Trunk Highway 23 and the point of beginning;
thence continuing North 00°29'21" West along the west line of the Northwest Quarter of said Section 36, 789.95 feet to a meander corner, said corner lies South 00°29'21" East, 60 feet more or less from the water's edge of Mason Lake and the beginning of a meander line along said lake;
thence North 80°07'29" East along said meander line, 820.78 feet to a point in the west line of Lot 1, Cottage Grove Park, said point lies South 02°13'04" West, 48 feet more or less from the water's edge of Mason Lake and the end of the meander line along said lake;
thence South 02°13'04" West along the west line of said Lot 1 and the west right-of-way line of Cottage Grove Avenue, 107.00 feet;
thence South 00°18'59" East along the east line of lands described and recorded in Volume 2874, page 51, 767.82 feet to a point in the northerly right-of-way line of State Trunk Highway 23;
thence South 87°11'03" West along the northerly right-of-way line of State Trunk Highway 23, 396.00 feet;
thence Southwesterly along a 3,870.00 foot radius curve to the left in the northerly right-of-way line of State Trunk Highway 23 having a central angle of 02°31'01" and whose long chord bears South 85°55'32" West, 169.99 feet;
thence South 84°06'43" West along the northerly right-of-way line of State Trunk Highway 23, 238.15 feet to the point of beginning.
Containing 742,952 square feet, (17.06 acres) more or less. And intending to include all lands lying between the meander line herein described and the water's edge of Mason Lake lying between true northerly extensions of the easterly and westerly lines herein described and being subject to servitudes and easements of use or record, if any.





490517 ✓

The Waterfront at Lake Mason Condominium

BEING A PART OF THE SW¹/₄ OF THE NW¹/₄ AND THE NW¹/₄ OF THE NW¹/₄, SECTION 36, T. 14 N., R. 7 E., TOWN OF NEW HAVEN, ADAMS COUNTY, WISCONSIN, CONTAINING: 742,952 SQ. FT. ± - 17.06 ACRES ±

SURVEYOR'S CERTIFICATE

I, SCOTT P. HEWITT, Registered Land Surveyor, No. 2228 of the State of Wisconsin do hereby certify that I have surveyed and mapped according to the official records, condominiums as described and pictured hereon, together with the boundaries, easements, and dimensional representation of the boundaries, buildings, improvements and existing encroachments, if any.



SCOTT P. HEWITT
Registered Land Surveyor, No. 2228
Date of Expiration: 12/31/2025
For the record:

LEGAL DESCRIPTION

Being a part of the Southeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of Section 36, Town 14 North, Range 7 East, Town of New Haven, Adams County, Wisconsin, described as follows:

Commencing at the west corner of said Section 36; thence North 00°29'21" West along the west line of the Northwest Quarter of said Section 36, 411.29 feet to a point in the northerly right-of-way line of State Trunk Highway 23 and the point of beginning; thence continuing North 00°29'21" West along the west line of the Northwest Quarter of said Section 36, 289.85 feet to a meander corner, said corner lies South 00°29'21" East, 60 feet more or less from the westerly right-of-way line of said Section 36; thence North 00°17'29" East along said meander line, 820.78 feet to a point in the west line of Lot 1, Cottage Grove Park, said point lies South 02°13'04" West, 48 feet more or less from the westerly edge of Mason Lake and the end of the meander line along said lake; thence North 02°13'04" West along the west line of said Lot 1 and the west right-of-way line of Cottage Grove Avenue, 107.90 feet; thence South 00°18'59" East along the east line of said lot described and recorded in Volume 2874, page 51, 787.83 feet to a point in the northerly right-of-way line of State Trunk Highway 23; thence South 00°18'59" West along the northerly right-of-way line of State Trunk Highway 23, 368.00 feet; thence South 00°18'59" West along the northerly right-of-way line of State Trunk Highway 23, 108.89 feet; thence South 04°06'43" West along the northerly right-of-way line of State Trunk Highway 23, 238.15 feet to the meander corner of said Section 36; thence North 04°06'43" East along the westerly edge of Mason Lake, 117.06 acres more or less. And according to outside all lands lying between the meander line herein described and the westerly edge of Mason Lake lying between two northerly extensions of the westerly and westerly lines herein described and being subject to servitudes and easements of use or record, if any.

SURVEYOR
SCOTT P. HEWITT
P.O. BOX 373
625 E. SUPER STREET
MILWAUKEE, WI 53202
PHONE: (414) 539-0707 (608) 742-7788
PHONE SAUK PRARIE: (608) 644-8877
e-mail: scp@sp@hewittman.com

OWNER
LAKE MASON PROPERTIES LLC
C/O DANIEL GOFF
340 INVERNESS TERRACE
BARABOO, WI 53913

The Waterfront at
Lake Mason
Condominium

CA GROTHMAN & ASSOCIATES S.C.
ATTORNEYS AT LAW
442 WEST WATKINS STREET, FLOOR 1000, MILWAUKEE, WISCONSIN 53202
PHONE: (414) 762-1800 FAX: (414) 762-1800
www.cagrothman.com

FILE NO. 2000-7980 PROJ. NO. 2894-100 DWG NO. 20007980.easdwg SHEET 9 OF 9

THIS INSTRUMENT DRAFTED BY JUDON AREGGLEN

LAKE MASON MANAGEMENT DISTRICT

Document Number

Document Title



Tx:4029323

THIS INSTRUMENT WAS DRAFTED BY:

DAVID L. DITTER

GROTHMAN & ASSOCIATES, S.C.

PORTAGE WI 53901

LENDING FOR USE BY MonarchWindowsService ONLY AND NOT FOR SUBLICENSE, RE...

543755

RECORDED-ADAMS COUNTY WI
REGISTER OF DEEDS OFFICE

JODI M. HELGESON-REGISTER

10/16/2018 09:21 AM

RECORDING FEE: 30.00

TRANSFER FEE:

DOR EXEMPT #:

OF PAGES: 37

Recording Area

37

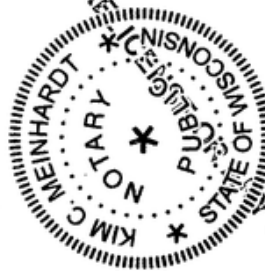
Name and Return Address

LAKE MASON MANAGEMENT
DISTRICT

P O BOX 91

BRIGGSVILLE WI 53920

Parcel Identification Number (PIN)



David L. Ditter

*Subscribed & sworn to
me this October 16, 2018
Kim C. Meinhardt
My Commission expires 3/29/2019*

THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

**Mason Lake Management District Property
Town of Douglas, Marquette County, WI**

Land Abutting Mason Lake, Marquette County, Wisconsin:

Being a part of Sections 30 and 31, Town 14 North, Range 8 East, Town of Douglas, Marquette County, Wisconsin, described as follows:

Beginning at the West Quarter of said Section 30;
thence Easterly along the East West Quarter line of said Section 30 to the center Quarter corner of said Section 30;
thence South along the North - South Quarter line of said Section 30 to the Northerly corner of lands described and recorded in Volume of 256, page 525 of records located on the West line of the Northwest Quarter of the Southeast Quarter of said Section 30;
thence East along the North line of lands described and recorded in Volume of 256, page 525 of records, 263.4 feet more or less to the Northeast corner of lands described and recorded in Volume of 256, page 525 of records;
thence South along the East line of lands described and recorded in Volume of 256, page 525 of records, said line also being the West line of Lakeview Subdivision and a true Northerly extension thereof, 495.8 feet more or less to the water's edge of Mason Lake;
thence Southeasterly along the water's edge of Mason Lake to the point of intersection with the Northwesterly line of Mason Villa Subdivision;
thence Northeasterly along the Northwesterly line of Lot 13, Block 2, Mason Villa Subdivision and a true Southwesterly extension thereof to the most Northerly corner of said Lot 13;
thence Southeasterly along the Northeasterly line of Lots 8, 9, 10, 11, 12, and 13, Block 2, Mason Villa Subdivision to the most Easterly corner of Lot 8, Block 2, Mason Villa Subdivision;
thence Southwesterly along the Southeasterly line of Lot 8, Block 2, Mason Villa Subdivision to the most Southerly corner of said Lot 8;
thence Southeasterly along the terminus of Midway Street to the Northwest corner of Lot 7, Block 1, Mason Villa Subdivision;
thence Northeasterly along the Northwesterly line of said Lot 7, Mason Villa Subdivision to the most Northerly corner of said Lot 7;
thence Southeasterly along the Northeasterly line of Lots 1, 2, 3, 4, 5, 6, and 7, Block 1, Mason Villa Subdivision to the Northeast corner of Lot 1, Block 1, Mason Villa Subdivision;
thence South along the East line of Lot 1, Block 1, Mason Villa Subdivision and a true Southerly extension thereof, said line also being the West line of St. Mary's cemetery to a point on the water's edge of Mason Lake;
thence Southeasterly along the water's edge of Mason Lake along the South line of St. Mary's cemetery to the Southeast corner of said cemetery;
thence Northerly along the West line of Lot 2, Certified Survey Map, No. 1188, said line also being the East line of St. Mary's cemetery to the Northwest corner of said Lot 2, Certified Survey Map, No. 1188;
thence Easterly, Southerly, Easterly, Southerly, and Easterly along the North line of Lot 2, Certified Survey Map, No. 1188 to a point in the center line of Main Street, also known as County Trunk Highway A;
thence Southerly along said center line of Main Street, also known as County Trunk Highway A, to a point 33 feet East of the Northeast corner of Lot 5, unlettered block West of Main Street, Plat of Briggsville;
thence West 33 feet to the Northeast corner of said Lot 5;
thence Southerly along the West right-of-way line of Main Street, also known as County Trunk Highway A, to a point which lies 66 feet due West of a Westerly extension of the North line of Lots 1, 2 and 3, Block D, Plat of Briggsville;
thence Easterly along said Westerly extension line, 66 feet more or less to the Easterly right-of-way line of right-of-way line of Main Street, also known as County Trunk Highway A, said point also being the Northwest corner of Lot 1, Block D, Plat of Briggsville;
thence Easterly along the North line of Lots 1, 2 and 3, Block D, Plat of Briggsville to the Northeast corner of said Lot 3;
thence Southerly along the Easterly line of said Lot 3, Block D, Plat of Briggsville to the Southeast corner of said Lot 3;
thence Westerly along the Southerly line of Lots 1, 2 and 3, Block D, Plat of Briggsville to the Southwest corner of said Lot 1;
thence Northerly along the Easterly right-of-way line of Main Street, also known as County Trunk Highway A to the Northwest corner of said Lot 1, Block D, Plat of Briggsville;
thence due Westerly along the Westerly extension of the North line of Lots 1, 2 and 3, Block D, Plat of Briggsville, 66 feet more or less to the Westerly right-of-way line of Main Street, also known as County Trunk Highway A;
thence Southerly along the West right-of-way line of Main Street, also known as County Trunk Highway A, to a point which lies 65 feet more or less South of the Southeast corner of Lot 1, unlettered block West of Main Street, Plat of Briggsville;
thence Southeasterly to the point of intersection of the Easterly right-of-way line of Water Street and the Westerly right-of-way line of County Trunk Highway A, said point being the most Northerly corner of lands described and recorded in Document No. 268101;
thence Southeasterly along the Westerly right-of-way line of County Trunk Highway A to the Southeast corner of lands described and recorded in Document No. 268101, said point being the Northeast corner of Lot 1, Certified Survey Map, No. 2084;
thence Westerly along the South line of lands described and recorded in Document No. 268101 to the Easterly right-of-way line of Water Street, said point being the Northwest corner of Lot 1, Certified Survey Map, No. 2084;
thence Northeasterly along the Easterly right-of-way line of Water Street to the point of intersection with the Easterly right-of-way line Water Street with the Westerly right-of-way line of County Trunk Highway A;
thence Northwesterly to the Westerly right-of-way line of Main Street, also known as County Trunk Highway A, said

COPY

point lying 65 feet Southerly of the Southeast corner of Lot 1, unlettered Block West of Main Street, Plat of Briggsville; thence Southwesterly 81 feet more or less to the most Southerly corner of said Lot 1, unlettered block West of Main Street, Plat of Briggsville, said point being along the water's edge of Mason Lake; thence Southeasterly, Southerly and Southwesterly along the water's edge of Mason Lake to the point of intersection with the true Northerly extension of the Westerly right-of-way line of Nebraska Street; thence Southerly along said Westerly right-of-way line of Nebraska Street and a true Northerly extension thereof to a point which lies 35.00 feet North of the Northeast corner of Lot 4, Block A, Plat of Briggsville; thence Westerly along a line lying 36 feet North of and parallel to the North line of Lot 4, Block A, Plat of Briggsville to a point on the West line of Lot 5, Block A, Plat of Briggsville; thence South along the West line of Block A, Plat of Briggsville, said line also being the East line of Peterson's First South Shore Addition to a point which lies 35 feet North of the Southeast corner of Lot 8, Peterson's First South Shore Addition; thence Westerly along a line lying 35 feet North of and parallel to the South line of Lot 8, Peterson's First South Shore Addition to a point on the Easterly right-of-way line of Corning Street; thence North along the Easterly right-of-way line of Corning Street to the water's edge of Mason Lake; thence Southwesterly along said water's edge of Mason Lake to the point of intersection with the Westerly right-of-way line of Corning Street; thence Southerly along said Westerly right-of-way line of Corning Street to the Southeast corner of Lot 1, Block A, Buckley Shores; thence Westerly along the Northerly right-of-way line of Lakeview Street, said line also being the South line of Lots 1, 2, 3, 4, 5, and 6, Block A, Buckley Shores to the Southwest corner of said Lot 6, Block A, Buckley Shores; thence Southerly along the terminus of Lakeview Street to the Northwest corner of Lot 6, Block B, Buckley Shores; thence Easterly along the Southerly right-of-way line of Lakeview Street to the Northeast corner of Lot 6, Block B, Buckley Shores; thence Southerly along the East line of said Lot 6, Block B, Buckley Shores to the Southeast corner of said Lot 6, Block B, Buckley Shores; thence Westerly along the Northerly right-of-way line of Sunset Street and a Westerly extension thereof to a point on the Westerly right-of-way line of Linda Street; thence Southerly along said Westerly right-of-way line of Linda Street and Lot 8, Block C, Buckley Shores and a true Southerly extension thereof, said line also being the Easterly line of lands described and recorded in Volume 325, page 44, 855.25 feet more or less; thence Northeasterly along the North line of lands described and recorded in Volume 325, page 44, 333.47 feet more or less; thence Southerly along the Easterly line of lands described and recorded in Volume 325, page 44, 246.48 feet more or less to a point on the Northerly right-of-way line of State Trunk Highway 23; thence Southwesterly along said Northerly right-of-way line of State Trunk Highway 23, 316.71 feet more or less to the Southeast corner of lands described and recorded in Volume 72, page 517; thence Northwesterly along the Northeasterly line of lands described and recorded in Volume 72, page 517, 172 feet more or less; thence Southwesterly along the Northerly line of lands described and recorded in Volume 72, page 517, 114.40 feet more or less; thence Southerly along the Westerly line of lands described and recorded in Volume 72, page 517 to a point on the Northerly right-of-way line of State Trunk Highway 23; thence Westerly along the Northerly right-of-way line of State Trunk Highway 23, 286.19 feet more or less to the Southeast corner of lands described and recorded in Volume 135, page 204; thence Northerly along the Easterly line of lands described and recorded in Volume 135, page 204, 115.48 feet more or less; thence Northwesterly along the Northerly line of lands described and recorded in Volume 135, page 204 to a point on the North - South Quarter line of Section 31; thence Northerly along the North - South Quarter line of said Section 31 to the Southeast corner of the Southeast Quarter of the Northwest Quarter of said Section 31; thence Westerly along the South line of the Southeast Quarter of the Northwest Quarter of said Section 31 to the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 31; thence Westerly along the Northerly right-of-way line of a town road, said line usually considered as the South line of the Southwest Quarter of the Northwest Quarter of said Section 31 to the Southeast corner of Lot 1, Certified Survey Map, No. 546; thence North along the East line of Lot 1, Certified Survey Map, No. 546 to the Southeast corner of Lot 2, Certified Survey Map, No. 546; thence Southwesterly along the South line of Lot 2, Certified Survey Map, No. 546 to a point on the West line of the Northwest Quarter of said Section 31; thence North along the west line of the Northwest Quarter of Section 31 and the west line of the Southwest Quarter of Section 30 to the West Quarter corner of said Section 30 and the point of beginning.

THIS DESCRIPTION WAS PREPARED BY: GROTHMAN & ASSOCIATES, S.C.
 JAMES R. GROTHMAN, P.L.S.
 Professional Land Surveyor, No. 1321
 Dated: September 18, 2018
 File No.: 918-563

THIS DESCRIPTION WAS PREPARED FOR: David Ditter
 176 Grouse Court Pvt.
 Briggsville, WI 53920

COPY

492006

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

Document Number.

STATUTORY RESERVE
ACCOUNT STATEMENT

The Waterfront at Lake Mason Condominium Association, Inc, hereby states that it does maintain a statutory reserve account under Wis. Stat. §703:163 for repairs and replacements beyond routine maintenance for the property located at:

OCT 04 2010
Time: 1:00pm
Recording Fee: 30.00
Transfer Fee:
of Pages: 1
Receipt # 5324

THIS SPACE RESERVED FOR RECORDING DATA

Name and Return Address:

Mr. Daniel S. Goff
340 Inverness Terrace
Baraboo, WI 53913

022-4-14-07-36-23-005

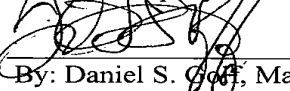
(Parcel Identification Number)

Being a part of the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of Section 36, Town 14 North, Range 7 East, Town of New Haven, Adams County, Wisconsin, described as follows:

Commencing at the west quarter corner of said Section 36;
thence North 00°29'21" West along the west line of the Northwest Quarter of said Section 36, 411.39 feet to a point in the northerly right-of-way line of State Trunk Highway 23 and the point of beginning;
thence continuing North 00°29'21" West along the west line of the Northwest Quarter of said Section 36, 789.95 feet to a meander corner, said corner lies South 00°29'21" East, 60 feet more or less from the water's edge of Mason Lake and the beginning of a meander line along said lake;
thence North 80°07'29" East along said meander line, 820.78 feet to a point in the west line of Lot 1, Cottage Grove Park, said point lies South 02°13'04" West, 48 feet more or less from the water's edge of Mason Lake and the end of the meander line along said lake;
thence South 02°13'04" West along the west line of said Lot 1 and the west right-of-way line of Cottage Grove Avenue, 107.00 feet;
thence South 00°18'59" East along the east line of lands described and recorded in Volume 2874, page 51, 767.82 feet to a point in the northerly right-of-way line of State Trunk Highway 23;
thence South 87°11'03" West along the northerly right-of-way line of State Trunk Highway 23, 396.00 feet;
thence Southwesterly along a 3,870.00 foot radius curve to the left in the northerly right-of-way line of State Trunk Highway 23 having a central angle of 02°31'01" and whose long chord bears South 85°55'32" West, 169.99 feet;
thence South 84°06'43" West along the northerly right-of-way line of State Trunk Highway 23, 238.15 feet to the point of beginning.
Containing 742,952 square feet, (17.06 acres) more or less. And intending to include all lands lying between the meander line herein described and the water's edge of Mason Lake lying between true northerly extensions of the easterly and westerly lines herein described and being subject to servitudes and easements of use or record, if any.


Dated this 29 day of September, 2010.

Lake Mason Properties, LLC, a Wisconsin limited liability company

 (Seal)
By: Daniel S. Goff, Managing Member

(Seal)

AUTHENTICATION

Signatures(s) 
authenticated this 29 day of September, 2010
David J. Grove, Attorney
TITLE: MEMBER STATE BAR OF WISCONSIN

ACKNOWLEDGMENT

STATE OF WISCONSIN)
DANE)
Personally came before me this _____ day of _____, 2010 the above named

known to me to be the person(s) who executed the foregoing instrument and acknowledge the same.

THIS INSTRUMENT WAS DRAFTED BY:

David J. Grove, Attorney
529 Trailside Drive, Suite 200
DeForest, WI 53532
(608) 846-7511

David J. Grove
Notary Public, Dane County, Wisconsin.
My commission is permanent.

LWCD Permit ID # Restrictions for maintenance of Stormwater mgmt measures 2-2009

Parcel Identification Number
022-00694-0000

Name: Type or Print legibly (Use Black Ink Only)

LAKE MASON PROPERTIES, LLC
as "Owner(s)," or "Titleholder(s)" of the property described below, in accordance with Adams County Stormwater Runoff Ordinance No. 2007-28, agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans and Storm Water Permit conditions. The owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

485867
Recorded-Adams County WI
Register of Deeds Office-
Jodi M. Helgeson-Register

OCT 28 2009
Time: 2:00pm
Recording Fee: 23.00
Transfer Fee: -
of Pages: 7
Receipt # 7097

- Exhibit A:** Location Map(s) – shows an accurate location of each storm water management practice affected by this Agreement.
- Exhibit B:** Stormwater Practices-describes which BMP's are installed in reference to Exhibit A.
- Exhibit C:** Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Recording Area
Return To: LAND & WATER CONSERVATION DEPT.
LAKE MASON PROPERTIES, LLC
ATTN: DANIEL GOFF
340 INVERNESS TERRACE
BARABOO, WI 53913

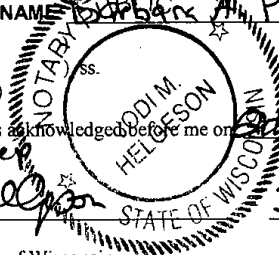
LANDOWNER/REPRESENTATIVE _____ DATE _____
PRINT OR TYPE NAME: _____

State of Wisconsin)
) ss.
_____ County)
This instrument was acknowledged before me on _____ (date)
by _____ (name of landowner or representative)
as _____ (representative's position or type of authority, if applicable)
for _____ (name of entity on behalf of whom instrument was executed, if applicable)

SIGNATURE PRINT NAME
Notary Public, State of Wisconsin
My commission expires _____ (is permanent).

Barbara A. Petkousk 10/27/09 10/23/09
SIGNATURE OF ADAMS COUNTY REPRESENTATIVE DATE
PRINT OR TYPE NAME: Barbara A. Petkousk

State of Wisconsin)
) ss.
Adams County)
This instrument was acknowledged before me on 10/27/09 by Barbara A. Petkousk
as _____ of _____
Jodi M. Helgeson
SIGNATURE PRINT NAME
Notary Public, State of Wisconsin
My commission expires 7-10-2011 (is permanent)

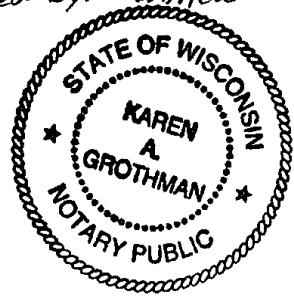


[Signature] 10/23/09
LANDOWNER/REPRESENTATIVE DATE
PRINT OR TYPE NAME: DANIEL GOFF

State of Wisconsin)
) ss.
COLUMBIA County)
This instrument was acknowledged before me on 10/23/09 (date)
by DANIEL GOFF (name of landowner or representative)
as PARTNER (representative's position or type of authority, if applicable)
for LAKE MASON PROPERTIES, LLC (name of entity on behalf of whom instrument was executed, if applicable)

Karen A. Grothman Karen A. Grothman
SIGNATURE PRINT NAME
Notary Public, State of Wisconsin
My commission expires 2-24-10 (is permanent).

This instrument was drafted by: Matthew Bremer.



LWCD Permit #

2-2009

485867

LEGAL DESCRIPTION

Being a part of the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of Section 36, Town 14 North, Range 7 East, Town of New Haven, Adams County, Wisconsin, described as follows:

Commencing at the west quarter corner of said Section 36;
thence North 00°29'21" West along the west line of the Northwest Quarter of said Section 36, 411.39 feet to a point in the northerly right-of-way line of State Trunk Highway 23 and the point of beginning;
thence continuing North 00°29'21" West along the west line of the Northwest Quarter of said Section 36, 789.95 feet to a meander corner, said corner lies South 00°29'21" East, 60 feet more or less from the water's edge of Mason Lake and the beginning of a meander line along said lake;
thence North 80°07'29" East along said meander line, 820.78 feet to a point in the west line of Lot 1, Cottage Grove Park, said point lies South 02°13'04" West, 48 feet more or less from the water's edge of Mason Lake and the end of the meander line along said lake;
thence South 02°13'04" West along the west line of said Lot 1 and the west right-of-way line of Cottage Grove Avenue, 107.00 feet;
thence South 00°18'59" East along the east line of lands described and recorded in Volume 2874, page 51, 767.82 feet to a point in the northerly right-of-way line of State Trunk Highway 23;
thence South 87°11'03" West along the northerly right-of-way line of State Trunk Highway 23, 396.00 feet;
thence Southwesterly along a 3,870.00 foot radius curve to the left in the northerly right-of-way line of State Trunk Highway 23 having a central angle of 02°31'01" and whose long chord bears South 85°55'32" West, 169.99 feet;
thence South 84°06'43" West along the northerly right-of-way line of State Trunk Highway 23, 238.15 feet to the point of beginning.

Containing 742,952 square feet, (17.06 acres) more or less. And intending to include all lands lying between the meander line herein described and the water's edge of Mason Lake lying between true northerly extensions of the easterly and westerly lines herein described and being subject to servitudes and easements of use or record, if any.

LWCD Permit ID #

2-2009

485867

SECTION 1A. COUNTY INFORMATION

PAGE 2

NAME OF COUNTY AGENT/REPRESENTATIVE

MATTHEW BREMER

TELEPHONE NUMBER

(608) 339-4508

ADDRESS

400 MAIN ST.

CITY, STATE, ZIP CODE

FRIENDSHIP, WI 53934

SECTION 1B. LANDOWNER OR AUTHORIZED REPRESENTATIVE

NAME OF LANDOWNER (Individual, Corporation, Trust, Estate, Partnership) NOTE: SPOUSE MUST BE INCLUDED

LAKE MASON PROPERTIES, LLC ATTN: DANIEL GOFF

ADDRESS

340 INVERNESS TERRACE

CITY, STATE, ZIP CODE

BARABOO, WI 53913

TELEPHONE NUMBER

(608) 235-4633

COMPLETE AND CURRENT LEGAL DESCRIPTION OF SUBJECT PROPERTY (COMPLETE BELOW OR ATTACH SEPERATELY). MUST BE COMPLETED IN BLACK INK.

Example: NW ¼ of the NW ¼ of Section 12, T. 14 N., R 6 E. (Aerial photo without description is not sufficient)

SEE ATTACHED LEGAL DESCRIPTION

SCHEDULE OF EVENTS

Each practice must be installed in the year of the proposed schedule, unless the project is extended.

ANTICIPATED START DATE: OCT. 26, 2009; ANTICIPATED DATE OF COMPLETION: 12/31/09

PER MAINTENANCE AGREEMENT AS OF MAY 12, 2009.

Appeal Rights

The landowner or grant recipient may appeal to the County, in writing, any decision of the County Land Conservation Department regarding the Adams County Stormwater Runoff Ordinance No. 2007-28. The County Corporation Counsel will determine if the permittee is eligible for a hearing under Chapter 68, Wis. Stats.

A. The landowner/grant recipient agrees:

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

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2. After Storm Water Permit termination under No.1 above, the current Titleholder(s) shall be solely responsible for maintenance and repair of the storm water management practices and drainage easements in accordance with the maintenance plan contained in Exhibit C.
3. Upon written notification by Adams County or their designee, the Titleholder(s) shall, at their own cost and within a reasonable time period determined by Adams County, have an inspection of the storm water management practice conducted by a qualified professional, file a report with Adams County and complete any maintenance or repair work recommended in the report. The Titleholder(s) shall be liable for the failure to undertake any maintenance or repairs.
4. In addition and independent of the requirements under Paragraph No. 3 above, Adams County, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit B. Adams County may require work to be done which differs from the report described in Paragraph No. 3 above, if Adams County reasonably concludes that such work is necessary and consistent with the intent of this Agreement. Upon notification by Adams County of required maintenance or repairs, the Titleholder(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by Adams County
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STORM WATER MANAGEMENT SYSTEM
OPERATION AND MAINTENANCE PLAN
MAY 12, 2009

485867

LAKE MASON BEACH RESORT CONDOMINIUMS
TOWN OF NEW HAVEN, WISCONSIN

This document addresses the requirements of Wisconsin Department of Natural Resources Code 1001 for a long term operation and maintenance plan for storm water facilities on site.

1. Inspection Schedule & Sediment Removal Requirements

During construction:

Storm Water Management:

- a. A detention/sediment basin will be constructed prior to any other grading. Sediment must be removed from the basins as necessary and in accordance with the approved plan.
- b. The detention basin shall be inspected weekly and following 0.5 inch or more rain event for sediment build-up and general effectiveness in removing sediment from runoff.
- c. Sediment from detention basin shall be removed when a 6 inch accumulation is observed in the bottom of the basin.

Long Term Maintenance:

Detention Basin

The Owner shall visually inspect the detention basin, outfalls, and outlet structure at least twice a year to ensure they are operating properly and to check for any potential problems, such as: subsidence, erosion, tree growth on the embankment, sediment accumulation around the outlet, and damage to the emergency spillway.

Trash and other debris should be removed regularly to prevent clogging.

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An access route to the detention basin facilities shall remain unobstructed.

Accumulated sediment shall be dredged when 6 inches of sediment has accumulated in the basin and as necessary to maintain the function of the basin and disposed offsite in

accordance with NR 347.

485867

Storm Sewers & Culverts

Culverts shall be inspected annually for debris and trash and shall be cleaned as necessary to ensure proper flow.

2. Inspection and Maintenance Checklist

Use the attached checklist for documenting inspections and maintenance of all storm water facilities including:

- Detention Basin

3. Start Up and Shutdown Procedures

The system shall be maintained through construction and not fully implemented until the construction site has been stabilized and restored.

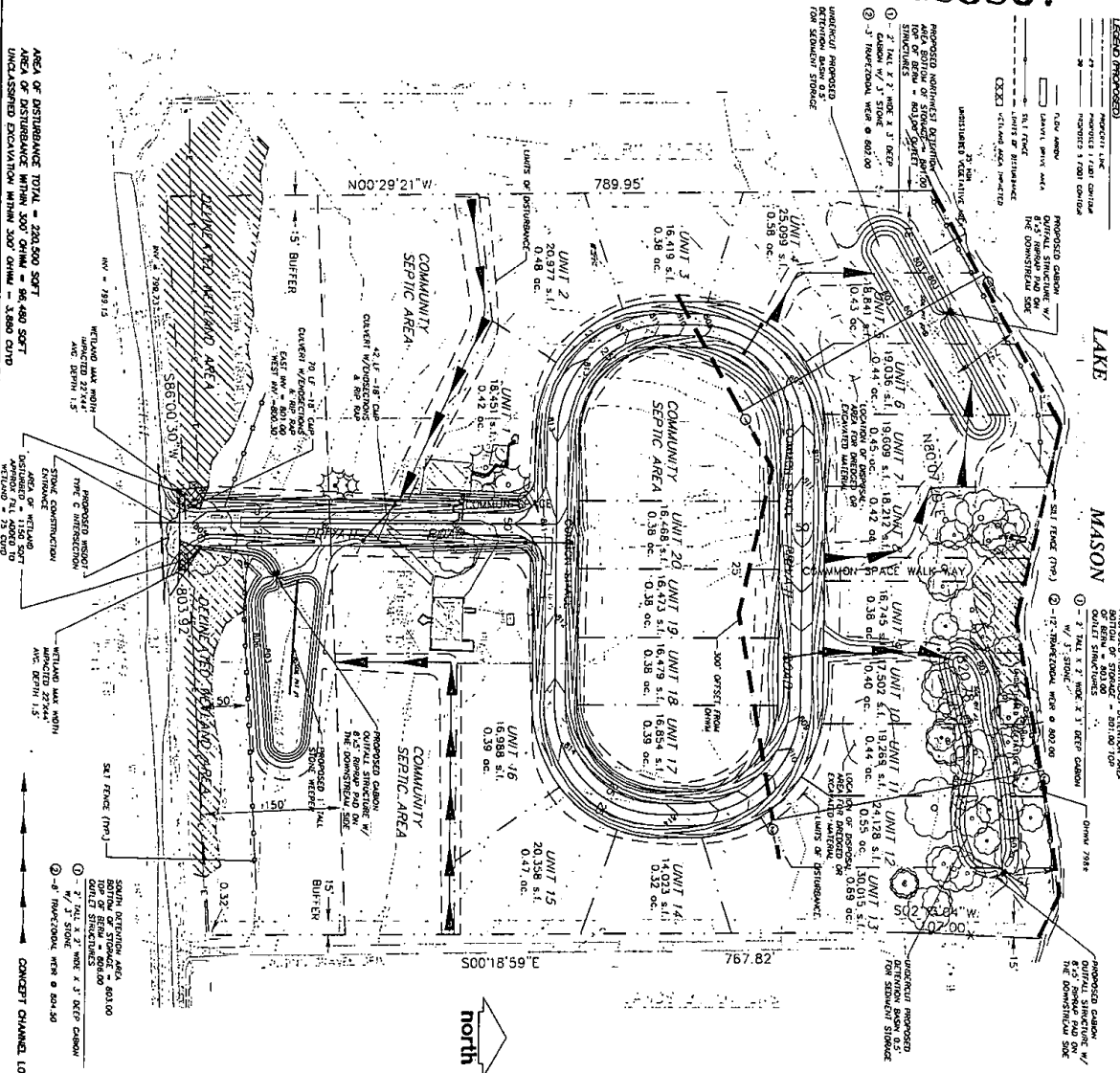
No shutdown of the system is anticipated.

4. Contingency Plan for System Failure

Should the detention basin system overflow, the basin's emergency spillway will direct overflows away from proposed structures.

5. Maintenance Records

The Owner shall maintain records of inspections and maintenance all in accordance with NR 216.



GENERAL NOTES

1. ALL PROPOSED CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IRC, AND ALL APPLICABLE LOCAL ORDINANCES.
2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS.
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CONSTRUCTION SITE EROSION CONTROL REQUIREMENTS

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DISPATCH HOTLINE

Toll Free (800) 242-1811

www.dispatch.com

GRADING & EROSION CONTROL PLAN

EXHIBIT #1a

FSD Professional Services, Inc.

1500 N. 15th St., Suite 100, Phoenix, AZ 85010

Phone: (602) 955-1100

Fax: (602) 955-1101

www.fsd.com

LAKE MASON BEACH RETREAT CONDOMINIUMS

625 EAST SUPER ST. P.O. BOX 573

PHOENIX, AZ 85010

ARCHITECT: GROTHMAN ASSOCIATES, S.C.

DATE: 08/24/09

SCALE: AS SHOWN

408774

VOL 2780 PAGE 27
Recorded-Adams County WI
Register of Deeds Office-
Jodi M. Helgeson-Register

LAKE MASON MANAGEMENT DISTRICT

JAN 09 2002

Return to:
Lake Mason Improvement Assoc
P O Box 91
Briggsville WI 53920-0091

Time: 12:15 pm
Volume: 2780 Page: 27-50
Fee: \$57 pd

9326 24

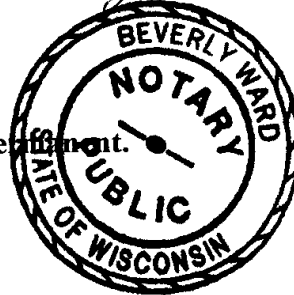
This is to certify that we, the undersigned, Being duly sworn, deposes and says that we are owners of land within the boundaries of the proposed district; that we have obtained signatures of the greater majority of the property owners within the boundaries proposed in the formation of the Lake Mason Management District. It further certifies that our actions were done on behalf the property owners after it was approved at an annual meeting of the property owners within the proposed District.

Robert Krause Barbara C. Arnswald
Robert Krause Barbara C. Arnswald

Subscribed and sworn to me this 9 day of January, 2002,

Beverly Ward

My commission expires on 1-23-05 or is permanent.



TO THE COUNTY OF ADAMS BOARD OF SUPERVISORS:

WE, THE UNDERSIGNED, HEREBY PETITION the Adams County Board of Supervisors to establish a public inland lake and rehabilitation district pursuant to authority vested in it by Chapter 33, Wisconsin Statutes.

WE STATE OR BELIEVE:

- 1. That the petitioners are owners of land to be included within the proposed district.**
- 2. That the district shall be known as the Lake Mason Management District.**
- 3. That the proposed district is necessary to define the present and anticipated problems of Lake Mason and to identify their causes and to implement various remedial measures to deal with the problem and to undertake activities such as protection of the fishery, maintenance of appropriate lake levels, control of aquatic weeds and reduction of sedimentation.**
- 4. That the public health, comfort, convenience, necessity or public welfare will be promoted by the establishment of the district.**
- 5. That the district will not contribute to long-term environmental pollution.**
- 6. That the lands to be included will be benefited by the establishment of the district and that the lands proposed for inclusion are all riparian property of Lake Mason, a/k/a Mason Lake, in the Towns of New Haven and Douglas, in the counties of Adams and Marquette, as described by the attached legal land description and map.**

AFFIDAVIT:

_____, Being duly sworn, deposes and says that he or she is an owner of land within the boundaries of the proposed district; that to the best of his or her knowledge, all persons who have signed the foregoing petition are land owners within the boundaries of the proposed district and that the accompanying map and description indicates the territory to be included in the proposed district

Signature of Petition Circulator:

Subscribed and sworn to me this _____ day of _____, 2001.

_____.

My commission expires on _____ or is permanent.

Introduced by: Lake Mason Management Ad Hoc Committee

Intent & Synopsis: To support the formation of the Lake Mason Management District

WHEREAS: Petitions containing at least 51% of the landowners within the proposed District were received at the September Board meeting, and;

WHEREAS The boundaries being established are in the Town of New Haven, Adams County and the Town of Douglas, Marquette County (see attached description); and

WHEREAS A Public Hearing was held October 11, 2001 to hear all interested persons offering objections, criticisms, or suggestions as to the necessity of the proposed district, and;

WHEREAS Per Wisconsin State Statute 33.26(3) the committee shall report to the county board; and

WHEREAS per Wisconsin State Statute 33.26(3) if it appears to the board, after consideration of all objections, that the petition is signed by the required owners as provided in s.33.25, that the proposed district is necessary, that the public health, comfort, convenience, necessity or public welfare will be promoted by the establishment of the district, that the property to be included in the district will be benefited by the establishment thereof, and that formation of the proposed district will not cause or contribute to long-range environmental pollution as defined in s.144.01(3), the board, by formal order, shall declare the district organized and give it a corporate name by which it shall be known.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Board of Supervisors declare the district organized and give it a corporate name of LAKE MASON MANAGEMENT DISTRICT with the power of a municipal corporation for the purposes of carrying out Chapter 33 of the Wisconsin State Statutes.

Dated this 23rd day of October, 2001

Charles Hill

Robert Englund

Robert H. Menzfeldt

ADOPTED

By the Adams County Board of Supervisors this 23rd day of October, 2001.

DEFEATED

Bev Ward

Bev Ward, County Clerk

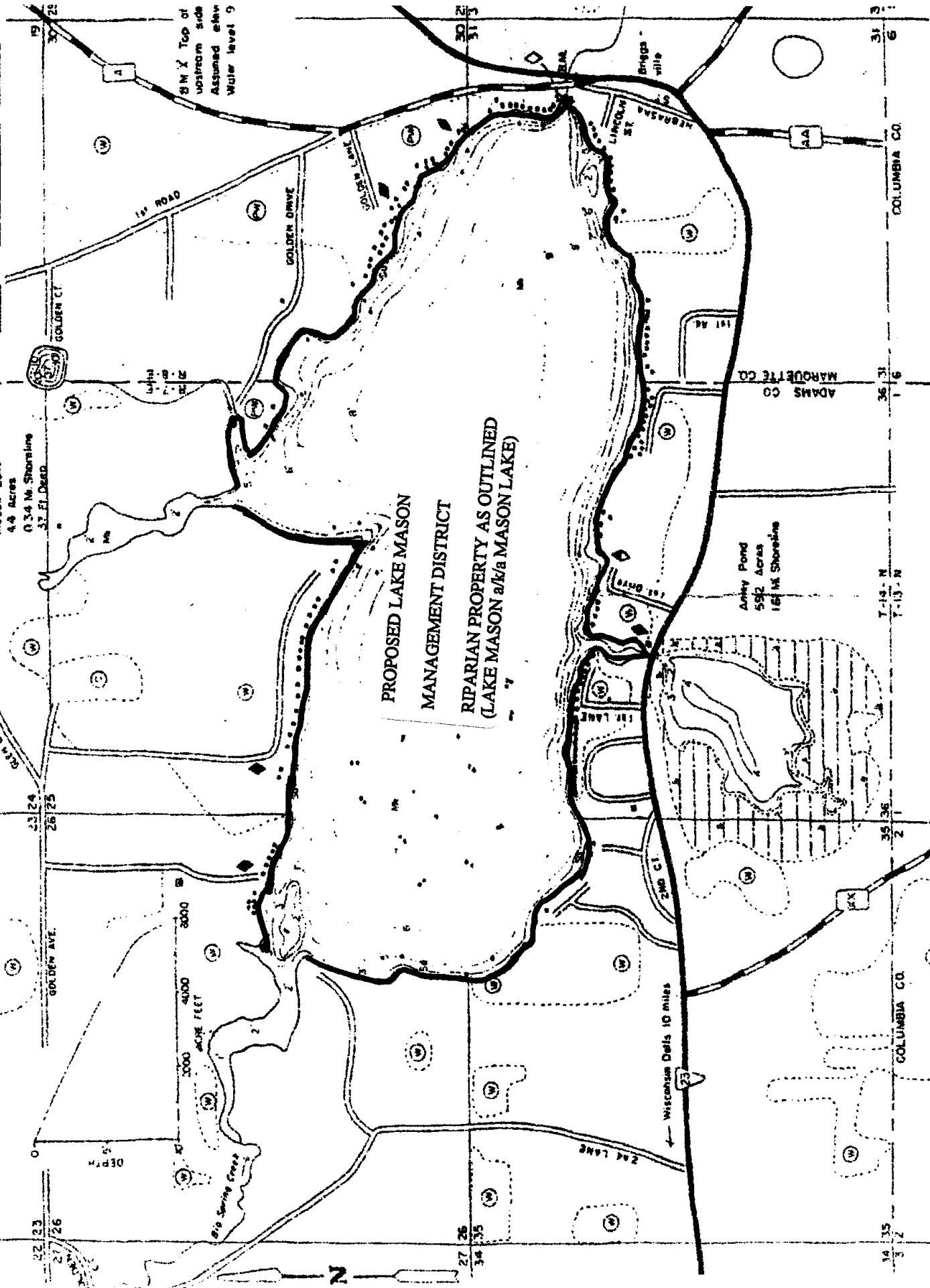
George Kaldenberg

George Kaldenberg, County Board Chair

LAKE SURVEY MAP

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

ADAMS N
MASON LAKE
COU
SEC. 25, 26, 30, 31, 35, 36 T. 13, 14 N. R.



9 M X Top of
upstream side
Assumed elev
Water level 9

LWCD Permit ID # Restrictions for maintenance of Stormwater mgmt measures 2-2009

Parcel Identification Number
022-00694-0000

Name: Type or Print legibly (Use Black Ink Only)

LAKE MASON PROPERTIES, LLC
as "Owner(s)," or "Titleholder(s)" of the property described below, in accordance with Adams County Stormwater Runoff Ordinance No. 2007-28, agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans and Storm Water Permit conditions. The owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

485867
Recorded-Adams County WI
Register of Deeds Office-
Jodi M. Helgeson-Register

OCT 28 2009
Time: 2:00pm
Recording Fee: 23.00
Transfer Fee: -
of Pages: 7
Receipt # 7097

- Exhibit A:** Location Map(s) – shows an accurate location of each storm water management practice affected by this Agreement.
- Exhibit B:** Stormwater Practices-describes which BMP's are installed in reference to Exhibit A.
- Exhibit C:** Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Recording Area
Return To: LAND & WATER CONSERVATION DEPT.
LAKE MASON PROPERTIES, LLC
ATTN: DANIEL GOFF
340 INVERNESS TERRACE
BARABOO, WI 53913

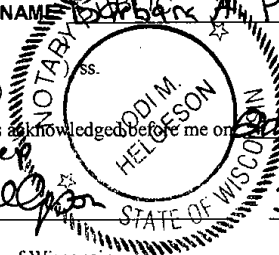
LANDOWNER/REPRESENTATIVE _____ DATE _____
PRINT OR TYPE NAME: _____

State of Wisconsin)
) ss.
____ County)
This instrument was acknowledged before me on _____ (date)
by _____
(name of landowner or representative)
as _____
(representative's position or type of authority, if applicable)
for _____
(name of entity on behalf of whom instrument was executed, if applicable)

SIGNATURE PRINT NAME
Notary Public, State of Wisconsin
My commission expires _____ (is permanent).

Barbara A. Petkousk 10/27/09 10/23/09
SIGNATURE OF ADAMS COUNTY REPRESENTATIVE DATE
PRINT OR TYPE NAME: Barbara A. Petkousk

State of Wisconsin)
) ss.
Adams County)
This instrument was acknowledged before me on 10/27/09 by Barbara A. Petkousk
as _____ of _____
Jodi M. Helgeson
SIGNATURE PRINT NAME
Notary Public, State of Wisconsin
My commission expires 7-10-2011 (is permanent)

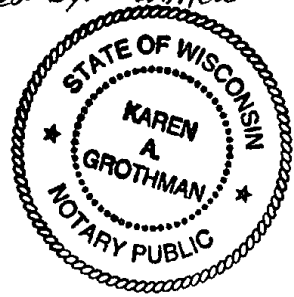


[Signature] 10/23/09
LANDOWNER/REPRESENTATIVE DATE
PRINT OR TYPE NAME: DANIEL GOFF

State of Wisconsin)
) ss.
COLUMBIA County)
This instrument was acknowledged before me on 10/23/09 (date)
by DANIEL GOFF
(name of landowner or representative)
as PARTNER
(representative's position or type of authority, if applicable)
for LAKE MASON PROPERTIES, LLC
(name of entity on behalf of whom instrument was executed, if applicable)

Karen A. Grothman Karen A. Grothman
SIGNATURE PRINT NAME
Notary Public, State of Wisconsin
My commission expires 2-24-10 (is permanent).

This instrument was drafted by: Matthew Bremer.



LWCD Permit #

2-2009

485867

LEGAL DESCRIPTION

Being a part of the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of Section 36, Town 14 North, Range 7 East, Town of New Haven, Adams County, Wisconsin, described as follows:

Commencing at the west quarter corner of said Section 36;
thence North 00°29'21" West along the west line of the Northwest Quarter of said Section 36, 411.39 feet to a point in the northerly right-of-way line of State Trunk Highway 23 and the point of beginning;
thence continuing North 00°29'21" West along the west line of the Northwest Quarter of said Section 36, 789.95 feet to a meander corner, said corner lies South 00°29'21" East, 60 feet more or less from the water's edge of Mason Lake and the beginning of a meander line along said lake;
thence North 80°07'29" East along said meander line, 820.78 feet to a point in the west line of Lot 1, Cottage Grove Park, said point lies South 02°13'04" West, 48 feet more or less from the water's edge of Mason Lake and the end of the meander line along said lake;
thence South 02°13'04" West along the west line of said Lot 1 and the west right-of-way line of Cottage Grove Avenue, 107.00 feet;
thence South 00°18'59" East along the east line of lands described and recorded in Volume 2874, page 51, 767.82 feet to a point in the northerly right-of-way line of State Trunk Highway 23;
thence South 87°11'03" West along the northerly right-of-way line of State Trunk Highway 23, 396.00 feet;
thence Southwesterly along a 3,870.00 foot radius curve to the left in the northerly right-of-way line of State Trunk Highway 23 having a central angle of 02°31'01" and whose long chord bears South 85°55'32" West, 169.99 feet;
thence South 84°06'43" West along the northerly right-of-way line of State Trunk Highway 23, 238.15 feet to the point of beginning.

Containing 742,952 square feet, (17.06 acres) more or less. And intending to include all lands lying between the meander line herein described and the water's edge of Mason Lake lying between true northerly extensions of the easterly and westerly lines herein described and being subject to servitudes and easements of use or record, if any.

LWCD Permit ID #

2-2009

485867

| SECTION 1A. COUNTY INFORMATION | | PAGE 2 |
|---|---|--------|
| NAME OF COUNTY AGENT/REPRESENTATIVE MATTHEW BREMER | TELEPHONE NUMBER (608) 339-4508 | |
| ADDRESS 400 MAIN ST. | CITY, STATE, ZIP CODE FRIENDSHIP, WI 53934 | |
| SECTION 1B. LANDOWNER OR AUTHORIZED REPRESENTATIVE | | |
| NAME OF LANDOWNER (Individual, Corporation, Trust, Estate, Partnership) NOTE: SPOUSE MUST BE INCLUDED LAKE MASON PROPERTIES, LLC ATTN: DANIEL GOFF | | |
| ADDRESS 340 INVERNESS TERRACE | | |
| CITY, STATE, ZIP CODE BARABOO, WI 53913 | TELEPHONE NUMBER (608) 235-4633 | |
| COMPLETE AND CURRENT LEGAL DESCRIPTION OF SUBJECT PROPERTY (COMPLETE BELOW OR ATTACH SEPERATELY). MUST BE COMPLETED IN BLACK INK. Example: NW ¼ of the NW ¼ of Section 12, T. 14 N., R 6 E. (Aerial photo without description is not sufficient) | | |
| SEE ATTACHED LEGAL DESCRIPTION | | |
| SCHEDULE OF EVENTS | | |
| Each practice must be installed in the year of the proposed schedule, unless the project is extended. | | |
| ANTICIPATED START DATE: OCT. 26, 2009; ANTICIPATED DATE OF COMPLETION: 12/31/09 PER MAINTENANCE AGREEMENT AS OF MAY 12, 2009. | | |

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STORM WATER MANAGEMENT SYSTEM
OPERATION AND MAINTENANCE PLAN
MAY 12, 2009

485867

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TOWN OF NEW HAVEN, WISCONSIN

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485867

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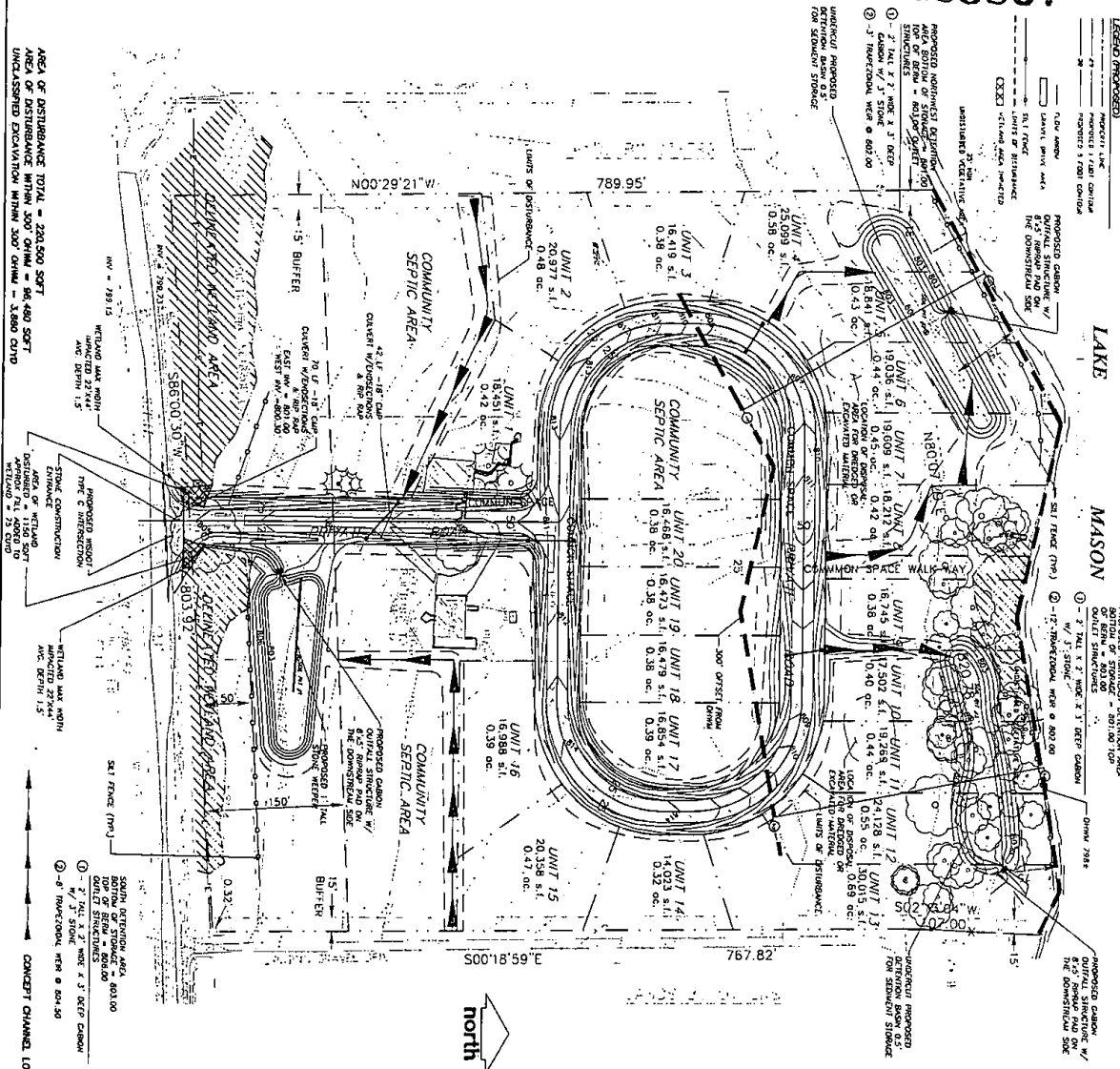
No shutdown of the system is anticipated.

4. Contingency Plan for System Failure

Should the detention basin system overflow, the basin's emergency spillway will direct overflows away from proposed structures.

5. Maintenance Records

The Owner shall maintain records of inspections and maintenance all in accordance with NR 216.



GENERAL NOTES

1. SEE PLAN FOR LOCATION OF PROPOSED UNIT FOUNDATION.
2. CONSTRUCTION SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
3. ALL FOUNDATION WORK SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
4. CONSTRUCTION SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
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TYPICAL ROAD CROSS SECTION

SCALE: 1" = 30'

LEGEND

- (Symbol) 2' TALL X 2' TALL CONCRETE WALL
- (Symbol) 3' TALL X 3' TALL CONCRETE WALL
- (Symbol) 4' TALL X 4' TALL CONCRETE WALL
- (Symbol) 6' TALL X 6' TALL CONCRETE WALL
- (Symbol) 8' TALL X 8' TALL CONCRETE WALL
- (Symbol) 10' TALL X 10' TALL CONCRETE WALL
- (Symbol) 12' TALL X 12' TALL CONCRETE WALL
- (Symbol) 15' TALL X 15' TALL CONCRETE WALL
- (Symbol) 20' TALL X 20' TALL CONCRETE WALL
- (Symbol) 25' TALL X 25' TALL CONCRETE WALL
- (Symbol) 30' TALL X 30' TALL CONCRETE WALL
- (Symbol) 35' TALL X 35' TALL CONCRETE WALL
- (Symbol) 40' TALL X 40' TALL CONCRETE WALL
- (Symbol) 45' TALL X 45' TALL CONCRETE WALL
- (Symbol) 50' TALL X 50' TALL CONCRETE WALL
- (Symbol) 55' TALL X 55' TALL CONCRETE WALL
- (Symbol) 60' TALL X 60' TALL CONCRETE WALL
- (Symbol) 65' TALL X 65' TALL CONCRETE WALL
- (Symbol) 70' TALL X 70' TALL CONCRETE WALL
- (Symbol) 75' TALL X 75' TALL CONCRETE WALL
- (Symbol) 80' TALL X 80' TALL CONCRETE WALL
- (Symbol) 85' TALL X 85' TALL CONCRETE WALL
- (Symbol) 90' TALL X 90' TALL CONCRETE WALL
- (Symbol) 95' TALL X 95' TALL CONCRETE WALL
- (Symbol) 100' TALL X 100' TALL CONCRETE WALL

AREA OF DISTURBANCE TOTAL = 224,900 SQ FT
AREA OF DISTURBANCE WITHIN 200' CHAIN = 98,480 SQ FT
UNCLASSIFIED EXCAVATION WITHIN 200' CHAIN = 3,890 CU YD

LAKE MASON