

## **OTHER RESTRICTIONS OR FEATURES**

**(The page numbers for this Section are formatted "13:" followed by the number of the page and are located at the lower right hand corner.)**

Document No.

## DECLARATION OF EASEMENTS

**426679**

**VOL 3375 PAGE 75**

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

**SEP 04 2003**

Time: **12:45 pm**

Volume: **3375** Page: **75-82**

Fee: **\$25.00** ~~\$22.4~~

Return to:  
Joan M. Bachleitner  
Reinhart Boerner Van Deuren s.c.  
P.O. Box 2018  
Madison, WI 53701-2018  
Part of 34-346-0000

Parcel Numbers

## DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (this "Declaration") is executed  
this 29<sup>th</sup> day of August, 2003, by NORTHERN BAY, LLC  
("Declarant").

### RECITALS:

A. Declarant is the owner of lands located in the Town of Strongs Prairie, Adams County, Wisconsin, more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Lots 1 through 48, inclusive, Northern Bay, and the unplatted lands described on Exhibit A as "Parcel B" are collectively referred to herein as the "Lots" and individually as a "Lot." Parcel B shall be considered a single Lot for purposes of this definition.

Madison\112337\MB:TMR 07/03/03

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C. Declarant desires to create a perpetual, non-exclusive easement over that portion of the Property that is located within 75 feet of the ordinary high water mark of Castle Rock Lake (the "Harbor Access Area"), pursuant to the terms and conditions of this Declaration.

NOW, THEREFORE, Declarant does hereby declare that:

1. Definitions. The terms set forth in this Section 1 shall have the following definitions:

(a) Owners Association. Northern Bay Home Owners Association, Inc., or any successor corporation of which the owners of Lots 1 through 48, inclusive, Northern Bay, must become members pursuant to recorded deeds restrictions.

(b) Condominium Association. The association of condominium unit owners that may be created in the event Parcel B becomes subjected to the condominium form of ownership and of which the condominium unit owners must become members pursuant to recorded deed restrictions.

(c) Owner. The person or persons, including any entity holding the fee simple title to any Lot, except that, in the case of a land contract, land contract vendees and not land contract vendors shall be deemed to be "Owners." The term "Owner" shall not include persons or entities who hold an interest merely as security for the performance of an obligation. If Parcel B has been subjected to the condominium form of ownership, then the term "Owner" shall refer to the condominium unit owners.

(d) Unit. Any condominium unit that is created as a result of the submission of any Lot or portion thereof to the condominium form of ownership.

2. Creation of Easements.

(a) Declarant hereby creates for the benefit of the Owners and their occupants, agents, employees, guests, licensees and invitees a perpetual non-exclusive access easement over that certain real property legally described on the attached Exhibit B (the "Access Easement") for purposes of accessing the boat launch facilities now or to be located near Castle Rock Lake. The Access Easement granted to the Owners under this Section 2(a) shall be appurtenant to and shall pass with the title to the respective Lots or Units. The benefits and burdens of the Access Easement shall run with the land and

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shall inure to the benefit of, and be enforceable by, each Owner and their respective successors and assigns as owners of the Lots or Units.

(b) Declarant hereby creates for the benefit of the public a perpetual non-exclusive access easement over the Access Easement for purposes of accessing the boat launch facilities now or to be located near Castle Rock Lake. The benefits of the Access Easement granted to the public under this Section 2(b) shall be enforceable by the Town of Strongs Prairie.

(c) Declarant hereby creates for the benefit of the Owners and their occupants, agents, employees, guests, licensees and invitees a perpetual non-exclusive pedestrian access easement over the Harbor Access Area for purposes of accessing the frontage along Castle Rock Lake.

3. Damage or Destruction of Common Areas. In the event any portion of the Access Easement is damaged or destroyed by any Owner or any of his or her guests, tenants, licensees, agents or member of his or her family, such Owner does hereby authorize the Owners Association, Condominium Association and/or Declarant to repair said damaged area. Such repair shall be performed in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered by the Owners Association, Condominium Association and/or Declarant. The amount necessary for such repairs shall become a special assessment upon the Lot or Unit of said Owner.

4. General Annual Charge. All Lots and Units which contain a dwelling unit for which an occupancy permit has been issued shall be subject to general annual charges, which may be determined and assessed annually to the Owners by the Owners Association and, if applicable, the Condominium Association, for maintaining and improving the Access Easement. The general charge shall be sufficient to raise an amount which, in the reasonable judgment of the Owners Association and, if applicable, the Condominium Association, may be required for the ensuing calendar year (including interest costs) and for establishing a reasonable reserve for future repairs and replacements. No reserve for future repairs and replacements for the Access Easement shall be established, however, until after the final coat of asphalt has been first placed upon the Access Easement. Such charges shall be paid by the Owners annually to the respective Owners Association and, if applicable, the Condominium Association on or before March 1 of each year. The Owners Association shall be responsible for twenty-five percent (25%) of the costs and expenses described in this Section 4. The Condominium Association, or the Owner of Parcel B if no Condominium Association then exists, shall be responsible for seventy-five percent (75%) of the costs and expenses described in this Section 4. All assessments shall be levied among all Lots and Units which in either case

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contain a dwelling unit for which an occupancy permit has been issued, in accordance with the proportion that the number of dwelling units located on such Lot or within such Unit bears to the total number of dwelling units located on all Lots or within all Units.

5. Special Charges. All Lots and Units shall be subject to special charges, which may be determined and assessed by the Owners Association and, if applicable, the Condominium Association, for the expenses described in Section 4 for which the general annual charges are inadequate.

6. Collection. The right to collect or enforce the collection of charges is hereby exclusively delegated to the Owners Association and, if applicable, the Condominium Association. Such collection shall be conducted in accordance with the Declaration of Protective Covenants for Northern Bay and the bylaws for the Owners Association (with respect to Lots 1 through 48, inclusive, Northern Bay) and in accordance with the Declaration of Condominium and bylaws for the Condominium Association (with respect to Parcel B).

7. Amendment. Until all of the Lots and Units subject to this Declaration have been sold by Declarant, this Declaration may be amended by the recording of a written instrument executed by or on behalf of all the following: (a) Declarant and (b) persons holding no less than a combined seventy-five percent (75%) of the votes of the Owners Association and, if applicable, the Condominium Association, provided, however, that Section 2(b) may only be amended by the Town of Strong's Prairie. Notwithstanding the foregoing, this Declaration shall not be amended in a manner that would cause any Lot or Unit to cease to have access to the Access Easement without the consent of the Owner of such Lot or Unit.

8. Severability. Invalidity of any one of the terms hereof by judgment or court order shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

9. Nonforfeiture. No violation of these restrictions shall result in a forfeiture or reversion of title to any Lot or Unit.

10. Attorneys' Fees. If any suit or action is brought to enforce the provisions of this Declaration, the party who prevails in such action or suit shall be entitled to recover its court costs and attorneys' fees from the other party.

11. Successors and Assigns. The covenants and agreements in this Declaration, and the easement granted hereunder, shall bind and inure to the benefit of the respective successors, assigns and lessees for the parties hereto, and shall run

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with the land. The rights granted or reserved to Declarant hereunder that are unique to Declarant may be assigned by Northern Bay, LLC to any other party by a recorded assignment. Upon the recording of such an assignment, the assignee of such rights shall succeed to all of the rights and obligations granted to "Declarant" in this Declaration.

Executed at Madison, Wisconsin, the day and year first above written.

NORTHERN BAY, LLC  
("Declarant")


By 

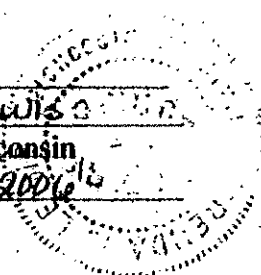
William W. Ranguette,  
Manager

#### ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 29<sup>th</sup> day of August, 2003, the above-named William W. Ranguette, to me known to be the Manager of Northern Bay, LLC, who executed the foregoing instrument, and acknowledged the same on behalf of said entity.

  
Name: Brenda L. Lewis  
Notary Public, State of Wisconsin  
My Commission: 1/22/2006



## CONSENT OF MORTGAGEE

VOL 3375 PAGE 80

The undersigned, being the holder of mortgages describing the Property and recorded in the office of the Register of Deeds of Adams County, Wisconsin, does hereby consent to all of the terms and conditions of the foregoing Declaration.

Dated this 25<sup>th</sup> day of August, 2003.

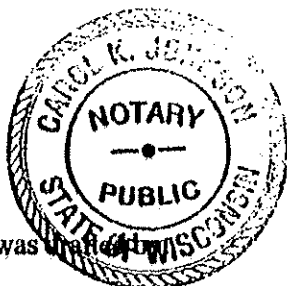
Anchor Bank, fcb

By: [Signature]  
 Name: Edward W. Kloner  
 Title: Vice President

## ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) ss.  
 COUNTY OF Dane )

Personally came before me this 25<sup>th</sup> day of August, 2003, the above-named Edward W. Kloner, to me known to be the Vice President of Anchor Bank, fcb, who executed the foregoing instrument, and acknowledged the same on behalf of said entity.



[Signature]  
 Name: Carol K. Johnson  
 Notary Public, State of Wisconsin  
 My Commission: 01-21-07

This instrument was drafted by

Joan M. Bachleitner, Esq.  
 Reinhart Boerner Van Deuren s.c.  
 22 East Mifflin Street, 6th Floor  
 P.O. Box 2018  
 Madison, WI 53701-2018

Madison\112337\JMB:TMR 07/03/03

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## EXHIBIT A

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**Parcel A:**

Lots 1 through 48, inclusive, on the plat of Northern Bay, recorded in the Adams County Register of Deeds Office on January 24, 2003 as Document No. 419383.

**Parcel B:**

The Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section Thirty-six (36), Township Eighteen (18) North, Range Four (4) East, Township of Strongs Prairie, Adams County, Wisconsin, lying South of a line described as follows: Beginning at a point on the East line of said Section 36, 915.00 feet South of the Northeast corner thereof; thence Westerly parallel to the North line of said NE 1/4 NE 1/4 (also being the South line of Melody Waves Parkland, unrecorded) to the water's edge of Castle Rock Lake (A flowage of the Wisconsin River), and the end of this line; and lying Easterly of the water's edge of said Castle Rock Lake. Being subject to the right of way of 20th Avenue along the East line and subject to any and all recorded and unrecorded rights and interest in and to such portion acquired or claimed by others, including without limitation, rights and interests acquired or claimed by virtue of conveyances, deed restrictions, restrictive covenants, easements, licenses, permission, prescriptive use, adverse possession or otherwise.

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**EXHIBIT B****(VOL 3375 PAGE 82)**

The access easement described in Section 2 shall be a non-exclusive easement that shall cover the southern 10 feet of the northern 50 feet of the property described below:

Those lands in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section Thirty-six (36), Township Eighteen (18) North, Range Four (4) East, Township of Strong's Prairie, Adams County, Wisconsin, lying South of a line described as follows: Beginning at a point on the East line of said Section 36, 915.00 feet South of the Northeast corner thereof; thence Westerly parallel to the North line of said NE 1/4 NE 1/4 (also being the South line of Melody Waves Parkland, unrecorded) to the water's edge of Castle Rock Lake (A flowage of the Wisconsin River), and the end of this line; and lying Easterly of the water's edge of said Castle Rock Lake. Being subject to the right of way of 20th Avenue along the East line and subject to any and all recorded and unrecorded rights and interest in and to such portion acquired or claimed by others, including without limitation, rights and interests acquired or claimed by virtue of conveyances, deed restrictions, restrictive covenants, easements, licenses, permission, prescriptive use, adverse possession or otherwise.

In addition, Developer further agrees that such easement shall include, to the extent legally allowed, Developer's interest in the northern 40 feet of the property described in the indented portion of the legal description set forth above (the "40-foot Parcel"). Developer discloses that it owns only a 30/33 interest as a tenant in common in the 40-foot Parcel and does not warrant that it has the power to grant an easement over the 40-foot Parcel.



Document Number

**AGREEMENT FOR ADAMS TO  
PROVIDE WASTEWATER  
TREATMENT SERVICES TO  
NORTHERN BAY**

VOL 3795 PAGE 87

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

DEC 14 2004

Time: 8:50 Am  
Volume: 3795 Page: 87-95  
Fee: \$27 pd  
3713 - 9

## Recording Area

Name and Return Address

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

Parcel Identification Number (PIN)

## AGREEMENT FOR ADAMS TO PROVIDE WASTEWATER TREATMENT SERVICES TO NORTHERN BAY

THIS AGREEMENT is entered into by and between the City of Adams, Wisconsin (Adams) and Northern Bay LLC (Northern) and consists of the following terms and conditions:

WHEREAS, Northern desires to purchase waste water treatment services from Adams at a rate to be agreed upon by the parties as set forth below and at statutory standards of services; and

WHEREAS, Northern does not currently own or operate its own sewerage and wastewater treatment plant and wishes to have Adams provide sewerage and wastewater treatment for Northern as provided for in this Agreement;

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, Adams and Northern agree as follows:

1. **TERM OF AGREEMENT:** This agreement shall be for a 30 year term beginning on DECEMBER 15<sup>TH</sup> 2009 and ending on the 30 year anniversary of that date.
2. **SERVICES TO BE PROVIDED:** Subject to the terms and conditions set forth in this agreement, Adams will provide wastewater and sewerage treatment services for Northern (Services).
  - a. **Capacity:** Maximum: 65,000 gal/day as averaged over a 6 month period.  
95,000 gal/day peak flow.  
  
Capacity allowance shall be based on actual demand and projected need. If it is determined based upon annual review in the sole discretion of the City that the assigned capacity is or is projected to be underutilized by Northern the City may amend the maximum capacity allowance applied to Northern.
3. **SERVICE AREA:** Adams agrees to provide the services to the Northern as that entity exists at the commencement of the term of this agreement. The property to be serviced by the City is specifically described in Appendix "A".

In the event that the area of Northern is extended or enlarged in any manner whatsoever as a consequence of any consolidation or merger with any other entity the service area may be enlarged to accommodate the increased demand, providing the capacity of the system is not exceeded. However, this contract does not obligate Adams to increase the service area beyond the confines described herein.

**Exclusivity:** Treatment service shall be exclusive to the Northern Bay Development. No other connections or inflow shall be allowed or authorized without the written consent of the City.

**Non-Transferability:** This agreement shall be non transferable and non assignable without the express written authority of Adams. The City will not unreasonably withhold consent to successors, subsidiaries or assignees of Northern's business operations.

**Public Notice.** A copy of this agreement shall be included in and incorporated as part of the "Condominium Documents" that will be referenced in every deed OR, if not a condominium, specifically referenced on every deed that conveys an interest in real estate from Northern to a third party.

4. **CONSTRUCTION/MAINTENANCE;** Northern, at its sole expense, effort and risk shall construct and maintain all sewer lines and metering and sampling station making up the wastewater system from the location of Northern to the property line of Adams' treatment facility.

Adams shall be provided all necessary and appropriate access to the system installed by Northern to insure it's proper functioning or control flows in an emergency situation.

All expenses for the sewer lines and metering/sampling and or lift stations between the Northern location and Adams Waste Water Treatment Plant shall be the responsibility of Northern. Inflow lines, metering systems and any required monitoring equipment or collection facilities on the treatment plant site or a mutually agreed to location shall be designed and installed to City specifications. Upon accepted construction of meter pit, station and meter installation, the City shall own and maintain meter, meter pit and/or station.

Construction and maintenance shall meet the following standards:

- a. It shall comply with any standards established by the Public Service Commission and commonly accepted engineering standards and practices.
  - b. In the absence of such administrative rules applicable to the construction or maintenance in question, construction and maintenance shall be carried out so as to protect public and environmental safety and so as to promote efficient operation of the utility systems in question.
5. **NORTHERN SEWER ENTERING THE CITY:** Northern accepts responsibility and liability for sanitary sewer lines carrying wastewater from Northern.
  6. **INFILTRATION AND INFLOW.** If a damaged or otherwise faulty sewer line is found to exist and is a contributor of infiltration or inflow, it shall be repaired in a reasonable agreeable time frame not to exceed 6 months from the date the situation is recognized and it shall be the sole financial responsibility of Northern for the repair and charges for such accidental inflows unless the inflow/infiltration causes catastrophic effects that prompt the City to exceed its permit in which case the repairs must be immediate.
  7. **HIGH VOLUME METERS.** Meters shall be installed at the interconnection of the wastewater system of Adams and Northern or at a mutually agreed to location.

Responsibility for the maintenance of the meters and sampling devices/equipment and the meter vault within which the meters are located shall be born by the City

8. **RATES AND FEES FOR SERVICES.** For and in consideration fo the services herein provided for, Northern shall pay Adams sewer fees, using the rates established and specified on appendix "B" attached.

a. These rates are subject to change during the term of the agreement. The Common Council of the City of Adams shall enact any such change. Northern shall be notified of any such rate change. The rate change shall be in effect upon receipt of the rate change notice by Northern.

b. Sewer rates are not subject to the Public Service Commission but will be commensurate with the additional cost of the services provided and the surcharge for the facility construction and service provided charges previously paid by the taxpayers of Adams who constructed and maintained the facility as well as for holdbacks for future construction to meet additional capacity demands from the city that would otherwise be available to the city but for the capacity utilized by Northern.

Wastewater from Northern shall be domestic strength wastewater only, regardless of the source of the wastewater, albeit a restaurant, or other public domestic facility. Discharge of wastewater that is non-domestic in nature shall be approved by City prior to discharge. If the strength of the wastewater is greater than domestic strength, the City reserves the right to decrease the volumes set forth in 2a above to compensate for the additional treatment facility capacity that will be consumed by greater-than-domestic-strength wastewater.

c. **SLUG LOADING.** Any and all commercial, industrial, high loading, toxic or slug loading into the sewer system by Northern shall be accounted for and calculated and if the source of such activity can be determined, be charged to the violator at the rates then in effect for those types of wastewater within the City. If the source is not determinable, Northern will bear the cost regardless.

d. **CITY'S EXPENSES/UTILITY AGREEMENT FEE:** Norther agrees to reimburse the City \$5,000 for the City's expenses, including legal and administrative fees currently incurred and that are foreseen to complete the Agreement, amendments, revisions, transfers or renewals and the utility hook up itself.

9. **DISCHARGE LIMITS. INDUSTRIAL, MANUFACTURING, PUBLIC, COMMERCIAL, HOLDING TANK AND SEPTAGE WASTE:** Adams reserves the right to refuse to accept waste generated from industrial, public, commercial or manufacturing sources in or around the serviced area or the area between the serviced area and the treatment facility. This general right is in addition to the right to refuse or accept such waste where excessive volumes, BODS, TSS, toxics or any other hazardous substances will or may be discharged into the sewerage systems connected to the wastewater treatment plant owned by Adams. Prior to accepting discharge of wastes for holding tanks, septage or any other source, Northern will notify Adams of the proposed discharge. Adams will then conduct a study of

the proposed waste discharge to determine the source of the discharge and determine, if any of the following maximums will be exceeded:

Discharge Limits Pertaining to the Following will be set in attached Appendix C

Volume:	65,000 GPD Ave / 95,000 GPD Peak
Biochemical Oxygen Demand:	250 mg/L
Total Suspended Solids:	250 mg/L
pH Levels	Not less than 5 nor greater than 10
Phosphorous:	7 mg/L
Grease:	FOG 100 mg/L of either free or emulsified oil and grease or a combination of both
Total Kielduhl Nitrogen:	To Be Determined
Toxics/Hazardous Material or Other Material Which Exceed the Treatment Capacity of the Wastewater Treatment Plant:	Not permitted in any amounts

Any and all other component compounds or elements within the wastewater composition that may from time to time be directed to be controlled or otherwise limited by the Wisconsin DNR, US EPA, other regulatory agency or at the discretion of the City for proper operation of the City Wastewater Treatment Facility. In the event that any one of the above-described maximums are deemed, by Adams, to be likely to be exceeded, Northern will not accept the discharge into its sanitary sewerage system and Adams will not accept said discharge for treatment at the facility.

10. **RECORD ACCESS:** Northern and Adams shall create and maintain corporate records and record information relating to this agreement. The parties agree to allow representatives of the other party to evaluate and inspect documents record and facilities of the other. Upon request of either party the other shall provide any requested information, documents or records at cost regarding any matters relating to the subject matter of this agreement or the construction or operation of the utility system. This paragraph shall not be construed to eliminate any requirement for public record keeping in conformance with Wisconsin State statues.
11. **INSURANCE:** Each party shall, at its sole expense, obtain and maintain worker's compensation insurance covering its employees performing the services for that party in at least the minimum amounts required from time to time by applicable State of Wisconsin statutory requirements.
12. **LEGAL RELATIONSHIP** Nothing in this agreement shall be construed to create an employer /employee relationship, a joint venture relationship or a principal / agent relationship.
13. **INDEMNIFICATION:** The parties understand and agree that this agreement is not one to ensure of indemnify one another and shall not be construed as such. Each party is solely responsible for its own negligence, acts or omissions. Each party assumes all liability for any damage or any claim or demand whatsoever in any manner

arising or growing out of the construction, maintenance or operation of the transmission lines, water distribution systems, meters and sewage collection system referred to in this agreement.

**ABANDONMENT.** Disconnect fees and charges for properly abandoning the sewer main from Northern to the treatment site and any other charges associated with the discontinuance of service shall be the sole responsibility of Northern.

**ENFORCEMENT.** All discharge regulations and statutes shall apply in addition to regulations imposed by Adams. Daily fines, forfeitures and any other enforcement actions authorized by law shall be utilized to enforce this agreement, specifically including but not limited to enforcement through intergovernmental agreements for the placement of unpaid amounts owed hereunder on the real estate tax bill of Northern and landowners within Northern - pro ratta.

14. **NOTICE:** Notice provided for in this agreement shall be in writing, except as specified in specific in this agreement, such notices shall be received by the party to whom they are addressed at least ten (10) calendar day prior to the effective date of the matter / or event, to which the notice applies, and shall be sent by U.S. mail, postage prepaid, or personally delivered to the parties at the respective locations specified below:

CITY OF ADAMS  
101 N. Main Street  
P. O. Box 1009  
Adams, WI 53910

NORTHERN BAY LLC.  
612 E. Main Street, Suite A  
Waunakee, WI 53597

If notice is sent by U.S. Mail, it shall be presumed that it was received by the party to whom it was addressed 2 business days after it was mailed.

EFFECTIVELY SIGNED this 22<sup>nd</sup> day of September, 2004

City of Adams

Kenneth J. Romell  
Kenneth J. Romell, Mayor

Linda L. Ritchie  
Linda L. Ritchie, Clerk/Treasurer

Subscribed and sworn to before me by  
Kenneth J. Romell and Linda L. Ritchie on  
this 22<sup>nd</sup> day of September, 2004.

Eric J. Pollex  
Eric J. Pollex  
Notary Public, Adams County, WI  
My Commission is Permanent

#### AUTHENTICATION

Northern Bay LLC.

William W. Ranguette  
William W. Ranguette

Francis J. Mootz  
Francis J. Mootz

Signatures of William W. Ranguette and  
Francis J. Mootz authenticated this 10th  
day of December, 2004.

James I. Statz  
James I. Statz  
TITLE: MEMBER STATE BAR OF WISCONSIN

## APPENDIX A

## EXCLUSIVE LEGAL DESCRIPTION OF SERVICE AREA

Any lands currently owned by Northern Bay, LLC and its successors and assigns and held either in fee simple or long term ground lease and being part of and directly contiguous to its development known as Northern Bay Resort in the following sections:

Sec 31, T 18N, R 5E

Sec 36, T 18N, R 4E

Sec 1, T 17N, R 4E

Sec 6, T 17N, R 5E

Located in Adams County, Wisconsin

**APPENDIX "B"****WASTEWATER AND SEWER RATES****SEWER SERVICE RATE:****QUARTERLY SERVICE CHARGE:**

An escrow amount based on three months usage, projected at maximum capacities shall be retained by the City. Service may be discontinued for delinquency. Also, intergovernmental agreements will be utilized for application of delinquent balances to property taxes.

**VOLUME CHARGE: \$7.13 Per 1000 gal of sewerage discharged into the sanitary sewer system.**  
Volume shall be determined on receipt by the meter installed at the metering facility.

**ATTACHMENT B****WASTEWATER DISCHARGE LIMITS**

BIOCEHMICAL OXYGEN DEMAND (BOD): 250 mg/L

TOTAL SUSPENDED SOLIDS (TSS): 250 mg/L

PHOSPHOROUS (P): 7 mg/L

GREASE: FOG 100mg/L of either free or emulsified oil and grease or a combination of both.

pH LEVELS: Not less than 5 nor greater than 10

TOTAL KIELDUHL NITROGEN (TJN): 50 mg/L

TOXICS/HAZARDOUS MATERIAL OR OTHER MATERIAL WHICH EXCEED THE TREATMENT CAPACITY OF THE WASTEWATER TREATMENT PLANT: 0 mg/L

ANY AND ALL OTHER COMPONENT COMPOUNDS OR ELEMENTS WITHIN THE WASTEWATER COMPOSITION THAT MAY FROM TIME TO TIME BE DIRECTED TO BE CONTROLLED OR OTHERWISE LIMITED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, U.S. ENVIRONMENTAL PROTECTION AGENCY, OTHER REGULATORY AGENCY, OR AT THE DISCRETION OF THE CITY FOR THE PROPER OPERATION AND EFFICIENCY OF THE CITY OF ADAMS WASTEWATER TREATMENT FACILITY.



Document No.

## DECLARATION OF EASEMENTS

426679

VOL 3375 PAGE 75

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

SEP 04 2003

Time: 12:45 pm  
Volume: 3375 Page: 75-82  
Fee: \$25.00 pgs  
#8924

Return to:  
Joan M. Bachleitner  
Reinhart Boerner Van Deuren s.c.  
P.O. Box 2018  
Madison, WI 53701-2018  
Part of 34-346-0000

Parcel Numbers

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Madison\112337JMB:TMR 07/03/03

13:19

(Vol. 3375 PAGE 76

C. Declarant desires to create a perpetual, non-exclusive easement over that portion of the Property that is located within 75 feet of the ordinary high water mark of Castle Rock Lake (the "Harbor Access Area"), pursuant to the terms and conditions of this Declaration.

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(b) Condominium Association. The association of condominium unit owners that may be created in the event Parcel B becomes subjected to the condominium form of ownership and of which the condominium unit owners must become members pursuant to recorded deed restrictions.

(c) Owner. The person or persons, including any entity holding the fee simple title to any Lot, except that, in the case of a land contract, land contract vendees and not land contract vendors shall be deemed to be "Owners." The term "Owner" shall not include persons or entities who hold an interest merely as security for the performance of an obligation. If Parcel B has been subjected to the condominium form of ownership, then the term "Owner" shall refer to the condominium unit owners.

(d) Unit. Any condominium unit that is created as a result of the submission of any Lot or portion thereof to the condominium form of ownership.

2. Creation of Easements.

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shall inure to the benefit of, and be enforceable by, each Owner and their respective successors and assigns as owners of the Lots or Units.

(b) Declarant hereby creates for the benefit of the public a perpetual non-exclusive access easement over the Access Easement for purposes of accessing the boat launch facilities now or to be located near Castle Rock Lake. The benefits of the Access Easement granted to the public under this Section 2(b) shall be enforceable by the Town of Strongs Prairie.

(c) Declarant hereby creates for the benefit of the Owners and their occupants, agents, employees, guests, licensees and invitees a perpetual non-exclusive pedestrian access easement over the Harbor Access Area for purposes of accessing the frontage along Castle Rock Lake.

3. Damage or Destruction of Common Areas. In the event any portion of the Access Easement is damaged or destroyed by any Owner or any of his or her guests, tenants, licensees, agents or member of his or her family, such Owner does hereby authorize the Owners Association, Condominium Association and/or Declarant to repair said damaged area. Such repair shall be performed in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered by the Owners Association, Condominium Association and/or Declarant. The amount necessary for such repairs shall become a special assessment upon the Lot or Unit of said Owner.

4. General Annual Charge. All Lots and Units which contain a dwelling unit for which an occupancy permit has been issued shall be subject to general annual charges, which may be determined and assessed annually to the Owners by the Owners Association and, if applicable, the Condominium Association, for maintaining and improving the Access Easement. The general charge shall be sufficient to raise an amount which, in the reasonable judgment of the Owners Association and, if applicable, the Condominium Association, may be required for the ensuing calendar year (including interest costs) and for establishing a reasonable reserve for future repairs and replacements. No reserve for future repairs and replacements for the Access Easement shall be established, however, until after the final coat of asphalt has been first placed upon the Access Easement. Such charges shall be paid by the Owners annually to the respective Owners Association and, if applicable, the Condominium Association on or before March 1 of each year. The Owners Association shall be responsible for twenty-five percent (25%) of the costs and expenses described in this Section 4. The Condominium Association, or the Owner of Parcel B if no Condominium Association then exists, shall be responsible for seventy-five percent (75%) of the costs and expenses described in this Section 4. All assessments shall be levied among all Lots and Units which in either case

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contain a dwelling unit for which an occupancy permit has been issued, in accordance with the proportion that the number of dwelling units located on such Lot or within such Unit bears to the total number of dwelling units located on all Lots or within all Units.

5. Special Charges. All Lots and Units shall be subject to special charges, which may be determined and assessed by the Owners Association and, if applicable, the Condominium Association, for the expenses described in Section 4 for which the general annual charges are inadequate.

6. Collection. The right to collect or enforce the collection of charges is hereby exclusively delegated to the Owners Association and, if applicable, the Condominium Association. Such collection shall be conducted in accordance with the Declaration of Protective Covenants for Northern Bay and the bylaws for the Owners Association (with respect to Lots 1 through 48, inclusive, Northern Bay) and in accordance with the Declaration of Condominium and bylaws for the Condominium Association (with respect to Parcel B).

7. Amendment. Until all of the Lots and Units subject to this Declaration have been sold by Declarant, this Declaration may be amended by the recording of a written instrument executed by or on behalf of all the following: (a) Declarant and (b) persons holding no less than a combined seventy-five percent (75%) of the votes of the Owners Association and, if applicable, the Condominium Association, provided, however, that Section 2(b) may only be amended by the Town of Strongs Prairie. Notwithstanding the foregoing, this Declaration shall not be amended in a manner that would cause any Lot or Unit to cease to have access to the Access Easement without the consent of the Owner of such Lot or Unit.

8. Severability. Invalidity of any one of the terms hereof by judgment or court order shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

9. Nonforfeiture. No violation of these restrictions shall result in a forfeiture or reversion of title to any Lot or Unit.

10. Attorneys' Fees. If any suit or action is brought to enforce the provisions of this Declaration, the party who prevails in such action or suit shall be entitled to recover its court costs and attorneys' fees from the other party.


11. Successors and Assigns. The covenants and agreements in this Declaration, and the easement granted hereunder, shall bind and inure to the benefit of the respective successors, assigns and lessees for the parties hereto, and shall run

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with the land. The rights granted or reserved to Declarant hereunder that are unique to Declarant may be assigned by Northern Bay, LLC to any other party by a recorded assignment. Upon the recording of such an assignment, the assignee of such rights shall succeed to all of the rights and obligations granted to "Declarant" in this Declaration.

Executed at Madison, Wisconsin, the day and year first above written.


NORTHERN BAY, LLC  
("Declarant")

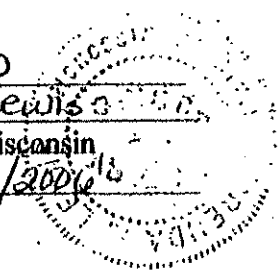
By   
William W. Ranguette,  
Manager

#### ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 29<sup>th</sup> day of August, 2003, the above-named William W. Ranguette, to me known to be the Manager of Northern Bay, LLC, who executed the foregoing instrument, and acknowledged the same on behalf of said entity.

  
Name: Brenda L. Lewis  
Notary Public, State of Wisconsin  
My Commission: 1/22/2006



## CONSENT OF MORTGAGEE

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The undersigned, being the holder of mortgages describing the Property and recorded in the office of the Register of Deeds of Adams County, Wisconsin, does hereby consent to all of the terms and conditions of the foregoing Declaration.

Dated this 25<sup>th</sup> day of August, 2003.

Anchor Bank, fcb

By: [Signature]

Name: Edward W. Koenig

Title: Vice President

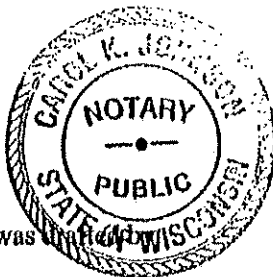
## ACKNOWLEDGMENT

STATE OF WISCONSIN )

) ss.

COUNTY OF Dane )

Personally came before me this 25<sup>th</sup> day of August, 2003, the above-named Edward W. Koenig, to me known to be the Vice President of Anchor Bank, fcb, who executed the foregoing instrument, and acknowledged the same on behalf of said entity.



[Signature]  
Name: Carol K. Johnson  
Notary Public, State of Wisconsin  
My Commission: 01-21-07

This instrument was acknowledged by

Joan M. Bachleitner, Esq.  
Reinhart Boerner Van Deuren s.c.  
22 East Mifflin Street, 6th Floor  
P.O. Box 2018  
Madison, WI 53701-2018

Madison\112337JMB:TMR 07/03/03

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13:24

## EXHIBIT A

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**Parcel A:**

Lots 1 through 48, inclusive, on the plat of Northern Bay, recorded in the Adams County Register of Deeds Office on January 24, 2003 as Document No. 419383.

**Parcel B:**

The Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section Thirty-six (36), Township Eighteen (18) North, Range Four (4) East, Township of Strongs Prairie, Adams County, Wisconsin, lying South of a line described as follows: Beginning at a point on the East line of said Section 36, 915.00 feet South of the Northeast corner thereof; thence Westerly parallel to the North line of said NE 1/4 NE 1/4 (also being the South line of Melody Waves Parkland, unrecorded) to the water's edge of Castle Rock Lake (A flowage of the Wisconsin River), and the end of this line; and lying Easterly of the water's edge of said Castle Rock Lake. Being subject to the right of way of 20th Avenue along the East line and subject to any and all recorded and unrecorded rights and interest in and to such portion acquired or claimed by others, including without limitation, rights and interests acquired or claimed by virtue of conveyances, deed restrictions, restrictive covenants, easements, licenses, permission, prescriptive use, adverse possession or otherwise.

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## EXHIBIT B

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The access easement described in Section 2 shall be a non-exclusive easement that shall cover the southern 10 feet of the northern 50 feet of the property described below:

Those lands in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section Thirty-six (36), Township Eighteen (18) North, Range Four (4) East, Township of Strongs Prairie, Adams County, Wisconsin, lying South of a line described as follows: Beginning at a point on the East line of said Section 36, 915.00 feet South of the Northeast corner thereof; thence Westerly parallel to the North line of said NE 1/4 NE 1/4 (also being the South line of Melody Waves Parkland, unrecorded) to the water's edge of Castle Rock Lake (A flowage of the Wisconsin River), and the end of this line; and lying Easterly of the water's edge of said Castle Rock Lake. Being subject to the right of way of 20th Avenue along the East line and subject to any and all recorded and unrecorded rights and interest in and to such portion acquired or claimed by others, including without limitation, rights and interests acquired or claimed by virtue of conveyances, deed restrictions, restrictive covenants, easements, licenses, permission, prescriptive use, adverse possession or otherwise.

In addition, Developer further agrees that such easement shall include, to the extent legally allowed, Developer's interest in the northern 40 feet of the property described in the indented portion of the legal description set forth above (the "40-foot Parcel"). Developer discloses that it owns only a 30/33 interest as a tenant in common in the 40-foot Parcel and does not warrant that it has the power to grant an easement over the 40-foot Parcel.

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13:26



Document No.

**DECLARATION OF PROTECTIVE COVENANTS  
FOR NORTHERN BAY**

**426680**

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

**SEP 04 2003**

Time: 12:45 PM  
Volume: 3375 Page: 83-106  
Fee: \$57.00 24  
#8924

Return to:  
Joan M. Bachleitner  
Reinhart Boerner Van Deuren s.c.  
P.O. Box 2018  
Madison, WI 53701-2018

**SEE EXHIBIT A**

**Parcel Number**

**DECLARATION OF PROTECTIVE COVENANTS  
FOR NORTHERN BAY**

THIS DECLARATION is made this 28<sup>th</sup> day of August 2003 by  
NORTHERN BAY, LLC ("Developer").

**RECITALS:**

A. Developer now owns certain lands in the Town of Strongs Prairie, Adams County, Wisconsin (the "Town") which are platted as Northern Bay and legally described on Exhibit B attached hereto and made a part hereof.

B. Developer desires to subject the Lots to the conditions, restrictions, covenants and reservations set forth below, which shall encumber the Lots and shall bind the successors in interest, any owner thereof, and the owner of any interest therein.

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NOW, THEREFORE, Developer declares that the Lots shall be used, held, sold and conveyed subject to the conditions, restrictions, covenants and reservations set forth below, which shall inure to the benefit of and encumber the Lots, and run with the land, and shall bind the successors in interest, any owner thereof, and the owner of any interest therein.

## ARTICLE I

### STATEMENT OF PURPOSE

**1.01 General Purpose.** The general purpose of this Declaration is to help assure that the Lots will become and remain an attractive community; to preserve and maintain the natural beauty of the Lots; to insure the most appropriate development and improvement of each Lot; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; to insure the highest and best residential development of the Lots; and to encourage and secure the construction of attractive residential structures thereon.

**1.02 Owner's Acknowledgement.**

(a) All Owners are subject to the conditions, restrictions, covenants and reservations contained in this Declaration and are given notice that (a) their ability to use their privately owned property is limited thereby; and (b) Developer and/or the Association may add, delete, modify, create exceptions to, or amend the conditions, covenants and reservations in this Declaration as provided in Section 11.01 herein.

(b) Each Owner by acceptance of a deed acknowledges and agrees that the use and enjoyment and marketability of his or her property can be affected by the conditions, restrictions, covenants and reservations in this Declaration and that the conditions, restrictions, covenants and reservations contained in this Declaration may change from time to time.

(c) **Assignment of Declarant's Rights.** Any or all of the rights and powers granted to the party named as "Developer" in this Declaration may be assigned by a written, recorded instrument to any other party who assumes such rights and powers. Upon the recording of any such instrument, such assignee shall become "Developer" under this Declaration to the extent of the rights and powers

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assigned and shall succeed to all rights and powers granted to "Developer" under this Declaration that were the subject of the assignment. The term "Developer" as used herein shall mean the Developer and its successors and assigns.

## ARTICLE II

### DEFINITIONS

The following definition shall be applicable to this Declaration:

2.01 Association. Northern Bay Home Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation, its successors and assigns.

2.02 Committee. The Architectural Control Committee described in Section 3.01(a).

2.03 Declaration. This Declaration of Protective Covenants.

2.04 Developer. Northern Bay, LLC or any party named as assignee of the rights of Developer.

2.05 Dwelling. The detached single-family dwelling referred to in Section 5.01.

2.06 Golf Course. The golf course referred to in Article IX.

2.07 Golf Course Owner. The owner or owners of the fee simple interest in the Golf Course.

2.08 Lot. Any platted lot within the lands described on Exhibit B.

2.09 Outlot. Any platted Outlot within the lands described on Exhibit B.

2.10 Owner. Any person, including any entity, holding fee simple title to (or, in the case of a land contract, the purchaser's interest in) a Lot.

2.11 Register of Deeds. Office of Register of Deeds for Adams County, Wisconsin.

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## ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE3.01 Establishment, Duties, Membership.

(a) There shall be an Architectural Control Committee, which shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights. No building or other improvement shall be erected, placed or altered on any Lot until its construction plans and specifications shall have been approved in writing by the Committee.

(b) The Committee shall consist of no fewer than three (3) persons designated by Developer. All members of the Committee shall serve at Developer's pleasure until such time as Developer no longer owns any interest in real property within the Lots or Outlots. A majority of the Committee may designate a representative to act for it, in which case such representative shall have and may exercise all of the powers of the Committee until such designation has been revoked by a majority of the Committee. Notwithstanding the foregoing provisions, at such time as Developer no longer owns any interest in real property within the Lots or Outlots, the Developer and Committee members shall, within thirty (30) days thereafter, resign from the Committee. Thereafter, the directors of the Association shall elect the members and fill vacancies on the Committee. In the event of any vacancy, Developer shall, within thirty (30) days thereafter, appoint a new member to fill the vacancy on the Committee. A member of the Committee may resign by submitting a written resignation to the address to which submissions to the Committee are to be sent under Section 3.02. For the purpose of this Article, each Lot shall constitute a unit having a single vote.

3.02 Procedure. An Owner desiring to construct a building or otherwise improve a Lot shall submit to the Committee, for its written approval, construction plans and specifications for all improvements, and a plot plan showing the location of all contemplated improvements. The items submitted to the Committee shall include:

(a) Construction details for all buildings, structures, fences, walls and other improvements;

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- (b) Proposed facades of any building, including the style, color and location of eaves and windows;
- (c) Description of materials to be used in any building or improvement;
- (d) A detailed site plan showing the building footprint and driveway;
- (e) The color scheme of all improvements;
- (f) Detailed landscape plans and specifications, which shall show trees to be removed, existing trees, their species, size and location, and the size and location of proposed trees, shrubs, fences, berms, walls, patios, proposed trees, bedding plantings, and other landscape materials; and
- (g) Such other materials as the Committee may deem necessary.

All structures shall be designed by a registered architect, a professional engineer experienced in home design, or comparable qualified individual or firm. A submission will not be complete and the thirty (30)-day approval time set forth below shall not commence until all documents required in this Section 3.02 have been submitted. All such submissions shall be to Developer at its principal place of business (or, if Developer ceases to be a member of the Committee, such other address that the Committee may designate), together with any applicable fee required under Section 3.05. Developer shall then call a meeting of the Committee to consider such plans and specifications. Action of the Committee shall be by majority vote of the Committee members present at such meeting. A tie vote on an issue shall be deemed equivalent to rejection. The Committee, with the written consent of at least three (3) of its members, may take action without a meeting. The Committee may approve, disapprove or approve subject to stated conditions the preliminary and final development plans. If the Committee conditionally approves either the preliminary or final development plans, then the applicant shall be entitled to resubmit such plans. The Committee's decision shall be in writing, signed by two or more Committee members. If the Committee fails to render its decision on the preliminary or final development plans within thirty (30) days of their submission, or upon any resubmitted preliminary or final development plans within fifteen (15) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If such plans are not rejected, then the owner of the Lot shall construct the improvements materially in accordance with the submitted documents. All

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material changes to such plans must be resubmitted to, and approved by, the Committee. Any changes to such plans that would lessen the quality or expense of the construction as previously approved shall be deemed to be material changes.

**3.03 Standards.** The Committee shall have the right to reject any plans and specifications or plot plans which, in the judgment and sole opinion of a majority of its members, or the representative of the Committee:

- (a) are not in conformity with any of the restrictions set forth in this Declaration; or
- (b) are not desirable for aesthetic reasons; or
- (c) are not in harmony with buildings located on the surrounding Lots; or
- (d) have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons; or
- (e) are not in conformity with the general purposes of this Declaration.

**3.04 Occupancy.** No structure shall be occupied unless it has been approved by the Committee pursuant to Section 3.02 hereof, constructed in accordance with the plans as approved by the Committee, and an occupancy permit has been issued therefor.

**3.05 Fees.** The Committee, by majority vote, shall from time to time adopt a fee schedule designed to defray the Committee's out-of-pocket costs incurred in connection with its review of any preliminary or final development plan or of any resubmission of any such plans and such fee may be adjusted at any time by the Committee. The initial fee will be One Hundred Twenty-Five Dollars (\$125.00) per plan.

**3.06 Approval of Contractors.** For each building erected or placed on any Lot subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the Committee prior to commencement of any construction. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status or building reputation.

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**3.07 Liability of Committee.** The Committee and its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any plans and specifications, whether or not defective;
- (b) The construction or performance of any work, whether or not pursuant to approved plans and specifications; or
- (c) The development of any property within the Lots.

#### ARTICLE IV

##### ARCHITECTURAL RESTRICTIONS

**4.01 Mobile and Other Manufactured Homes.** Mobile and manufactured homes are not permitted. The Committee may make exceptions for other manufactured homes such as modular or open-panel construction homes that have prefabricated components if size, elevation and building material requirements are met and, in the opinion of the Committee, the finished quality of the improvements will be comparable to a stick-built home and compatible with other homes within the Lots.

**4.02 Front and Side Yard Requirements.** All buildings or any parts thereof shall be built and located in conformance with the following standards:

- (a) Minimum Frontage: 100 feet; corner lots shall have an extra width of 100 feet
- (b) Minimum Front Yard: 30 feet
- (c) Minimum Side Yard: 10 feet each, 20 feet in combination except that a side yard that abuts a street shall not be less than 20 feet in width; if a garage entrance is located on the side yard abutting a

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street, it shall have a minimum side yard of not less than 10 feet

- (d) Minimum Rear Yard: 30 feet

**4.03 Floor Area Minimums.** Each Dwelling constructed on a Lot shall have a minimum of the following floor area of finished living space:

- (a) Single-story houses shall have not less than one thousand six hundred (1,600) square feet of finished area.
- (b) Raised ranch, bi-level and tri-level houses shall have not less than one thousand two hundred (1,200) square feet of finished area on the main level and eight hundred (800) square feet of finished area on the upper levels.
- (c) Two-story houses shall have not less than two thousand (2,000) square feet of finished area on both floors.
- (d) Open porches, screened porches, patios, attached garages, and all basements, whether finished or not, are not to be included as part of the total area. Stair openings shall be included in determining floor area.
- (e) The main level is defined as the level that is totally above the finished grade of the Lot.

**4.04 Building Materials.** The following standards shall be adhered to in relation to all designs and construction to preserve the initial and improved beauty of the Lots.

- (a) If the chimney is in the front two-thirds of the Dwelling, it must be of brick, stone or stucco.
- (b) All chimneys and flues shall be fully enclosed.
- (c) Aluminum and vinyl siding shall be limited.
- (d) No plywood siding shall be allowed.
- (e) All fascia must be at least ten inches in width. No aluminum fascia shall be allowed.

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(f) All roofing shall be of laminated architectural grade textured fiberglass, asphalt shingles, wood shakes, or other acceptable material. No standard 3 in 1 shingles shall be allowed.

(g) At least one-quarter of the front elevations of all Dwellings shall be brick, stone, stucco or masonry material.

It is the intent of the Developer to coordinate trim, siding and roofing colors to provide the most aesthetic combination for a particular Dwelling as well as for the overall development of the Lots.

**4.05 Building Elevations.** All elevations of the building shall be designed in a consistent and coherent architectural manner. Changes in material, color and/or texture shall occur at points relating to the massing, fenestration and overall design concept of the building. The Committee shall be entitled to reject any plans which would result in fenestration or length of building walls that would be incompatible with neighboring structures, that would not harmonize with the natural surroundings or that would violate any of the standards set forth in Section 3.03.

**4.06 Building Location.** All buildings should be sited on the Lot to present their most desirable face to the street and where possible should be related to buildings on adjoining Lots. The Committee may check sight lines based on proposed structure location to minimize the structure's obstruction of views from neighboring Lots.

**4.07 Utilities.** All utilities serving any building or site shall be underground. No building or other improvement, or trees shall be erected, placed or planted within any utility easement.

**4.08 Fencing.** Fences shall not be allowed, except for screening of service areas, without the prior written consent of the Committee. The prior written consent of the Golf Course Owner is required if the proposed fence is to be erected on a Lot which is adjacent to or abuts the Golf Course.

**4.09 Mailboxes and Exterior Yard Lights.** The Developer shall provide to each home a mailbox, newspaper tube, and post to be installed by the builder on the Lot in accordance with the United States Post Office Department regulations. Each Owner at his or her expense shall install a post light or comparable lighting approved by the Committee for the front yard. Each light shall use only a direct wire and shall

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be controlled by a photo cell. Each Owner shall be responsible for the maintenance of the fixture.

4.10 Garages; Use of Outbuildings. All garages shall be attached to the Dwelling and shall have space for no fewer than two cars. Side entry garages shall be constructed when possible. No trailer, basement, tent, treehouse, shack, detached garage, outdoor toilet, barn or outbuilding, or any part thereof, shall be erected or permitted to remain on any Lot, temporarily or permanently, except for construction trailers during the period of construction.

4.11 Landscaping. The following guidelines shall be followed for each Lot:

(a) Landscape plans shall be developed to enhance the ambience of each Lot. The overall plan should pay particular attention to street side foundation plantings and should adapt to the surrounding topography of the Lot.

(b) All plantings to be placed upon the Lot shall be planted within the Dwelling's curtilage and within thirty (30) days of occupancy of the Dwelling or upon completion of construction, whichever comes first, except that sodding, seeding, and planting new vegetation shall not be required during any period in which winter weather conditions restrict the ability to complete the planting.

(c) No planting shall be permitted within an easement of record which may damage or interfere with the installation and maintenance of utilities or which may alter the direction or impede the flow of surface water in drainage channels within the easement.

(d) No Owner shall grade or obstruct any swale or drainage way whether in an easement or not which is in existence at the time of construction so as to impede the flow of surface water from other Lots through such swale or drainage way. The elevation of a Lot shall not be changed so as to materially affect the surface elevation, grade, or drainage pattern of the surrounding Lots. Any modification to drainage patterns shall be approved by the Committee and shall conform to local law.

(e) Each Lot shall, within one growing season of the issuance of a certificate of occupancy for the Dwelling located thereon, be improved with all

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landscaping that was set forth in the landscaping plan approved by the Committee under Section 3.02.

**4.12 Construction Deadline.** Each residential structure erected shall have its entire external construction completed within six (6) months from the date of issuance of the building permit except for delays in completion due to strike, war, or act of God. If construction does not commence upon any Lot within twenty-four (24) months of the date on which Developer has conveyed title to such Lot to any Owner, Developer shall then have the right, upon fifteen (15) days' notice to the Owner, to buy back that Lot from the Owner for the price originally paid by the Owner to Developer for the Lot.

**4.13 Driveways.** All driveways from the front face of the garage to the street shall be paved with concrete (cement) or other material approved by the Committee, which has an equivalent quality and decorative appearance, within thirty (30) days of occupancy or upon completion of construction, whichever comes first, unless winter weather conditions restrict the Owner's ability to complete such construction. All driveways shall have sufficient space to allow for parking of no fewer than two cars. The driveway serving certain Lots will be laid out along a portion of the common lot line of certain contiguous pairs of Lots (the "Common Driveways"). Each Common Driveway shall be subject to a joint easement for the mutual benefit of the Lots on which the Common Driveway is located.

**4.14 Stormwater Runoff from Roof.** Each Dwelling shall be constructed in a manner such that all stormwater runoff from the roof thereof shall be directed toward an absorbant, pervious surface. Stormwater from roof runoff may not be directly channelled into a driveway, street or into a stormwater drainage system.

**4.15 Variances.** The Committee is authorized in its sole discretion to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration.

**4.16 Inspections.** The Committee and its designated representatives shall have the right to inspect the construction of any improvements to any Lot, without notice and during regular business hours, to ensure that all construction is performed in accordance with the plans and specifications previously approved by the Committee.

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## ARTICLE V

USE RESTRICTIONS

5.01 Single-Family Residences. Each Lot shall be used for single family residential purposes, with the following as exceptions:

(a) The Committee may approve the use of one or more Lots for churches or educational facilities if, in the Committee's discretion, the churches or educational facilities are architecturally compatible with the Lots.

(b) The Committee may approve the use of one or more Lots as a swimming pool or tennis complex, provided a majority of the Owners have agreed in writing to the construction of such a facility.

(c) Developer may use one or more Lots as a sales office and/or model home for purposes of marketing Lots and Dwellings.

A Lot shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage or adoption) plus no more than one unrelated person. No structures shall be erected, altered, placed or permitted to remain on any Lot or part thereof other than one detached single-family dwelling, not to exceed two stories in height, and a private garage attached to said dwelling for not less than two cars, nor more than four cars. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Dwelling. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit an Owner from:

- (i) maintaining his or her personal professional library in his or her Dwelling;
- (ii) keeping his or her personal business or professional records or accounts in his or her Dwelling;
- (iii) handling his or her personal or business records or accounts in his or her Dwelling; or

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(iv) handling his or her personal business or professional telephone calls or correspondence from his or her Dwelling.

Nothing in this Section 5.01 shall authorize the maintaining of an office (other than a sales office as described in Section 5.01(c)) at which customers or clients customarily call and the same is prohibited.

**5.02 Fractional Ownership.** No Dwellings shall be subjected to or used for any fractional interest ownership, time share, cooperative, licensing or other arrangement that would entail weekly, monthly or any other type of revolving or periodic occupancy by multiple owners, cooperators, licensees or timesharing participants without the prior written consent of the Committee.

**5.03 Signs.** No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than six square feet advertising the Lot for sale during the hours of open house showings only, or signs provided and allowed exclusively by the Developer for builders or licensed real estate brokers during the initial construction and sales periods. The Developer reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Lots and to erect appropriate signage for the sales of Lots.

**5.04 Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers, and no exterior burning of household items is permitted.

**5.05 Storage and Parking.** Outdoor storage of vehicles, boats, or any other personal property shall not be permitted. The parking of service vehicles owned or operated by the Lot owners and their families is prohibited unless they are kept in garages. Except on weekends and holidays, the storage of automobiles, boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles or any other recreational vehicles is prohibited unless kept inside the garage. This shall not prohibit the temporary parking of such vehicles for the purpose of loading and unloading. On-street parking on a temporary basis for Owners' visitors and guests is allowed, subject to reasonable rules and regulations that the Association may adopt from time to time. Subject to all applicable laws and regulations, no exterior antennas, windmills or satellite dishes shall be erected on any structure or Lot without the prior written approval of the Committee. No firewood or wood pile shall be kept outside a structure unless it is less than one cord, is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and is screened from street view and Golf Course view by plantings or a fence approved by the Committee. Nothing set forth in this Section 5.05

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shall prohibit temporary storage of moving vehicles for the purpose of loading or unloading for a period of more than eight (8) hours. No cars or other equipment may be parked on any yard at any time.

5.06 Outside Clothes Lines. Clothes line poles shall not be permitted on any Lot and no laundry or wash shall be dried or hung outside any Owner's Dwelling.

5.07 Nuisance Prohibited. No noxious or offensive trade or activity shall be carried on which may be or will become a nuisance to the neighborhood. All areas of the Lot not used as a building site shall be so cultivated or tended as to be kept free from noxious weeds. The Owner of each Lot shall be responsible for maintaining the Lot in a neat appearance.

5.08 Pets and Animals. No commercial boarding shall be allowed. Kennels shall be inside the Dwelling unless otherwise approved by the Committee. Pets shall be kept restrained within the Owner's Lot or the Owner's Dwelling and shall not create undue noise or otherwise disturb the quiet enjoyment of other Owners.

5.09 Motorized Vehicles.

(a) All Motorized Vehicles Except Golf Carts: All motorized vehicles except golf carts shall be operated solely on public rights-of-way, or driveways within the Lots. Such vehicles may not be operated across side or rear lot lines and shall be operated so as to not unduly disturb the enjoyment of other Owners. All terrain vehicles and motorcycles shall be permitted only on public rights-of-way or driveways and only for ingress and egress purposes and not for general recreational or pleasure purposes.

(b) Golf Carts: Golf carts shall operate solely on public rights-of-ways, driveways, and cart paths or upon the Lot owned by the cart owner. Owners may drive their carts onto the Golf Course subject to the rules, regulations and fees established by the Golf Course Owner.

5.10 Easements for Golf Course.

(a) Every Lot is burdened with an easement permitting golf balls unintentionally to come upon such Lot and for golfers at reasonable times and in a reasonable manner to come upon the Lot or the exterior portions of a Lot to retrieve errant golf balls; provided, however, if any Lot is fenced or walled pursuant to Section 4.08 herein, the golfer shall seek the Owner's

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permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement: Developer or its successors, the Association or its members (in their capacity as such); successors-in-title to the Golf Course, or assigns; any successor Developer; any builder or contractor (in their capacities as such); any officer, director or partner of the foregoing, or any officer or director of any partner.

(b) The Golf Course Owner, its respective agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Lots reasonably necessary to the operation, maintenance, repair and replacement of the Golf Course.

(c) The Lots immediately adjacent to the Golf Course are hereby burdened with a non-exclusive easement in favor of the Golf Course for overspray of water from any irrigation system serving the Golf Course. Under no circumstances shall the Association or the Golf Course Owner be liable for any damage or injury resulting from such overspray or the exercise of this easement.

(d) Under no circumstances shall any of the following persons be held liable for any damage or injury resulting from pesticides or other materials used for maintenance of the Golf Course: Developer or its successors, the Association or its Members (in their capacity as such); successors-in-title to the Golf Course, or assigns; any successor Developer; any builder or contractor (in their capacities as such); any officer, director, member, shareholder or partner of the foregoing, or any officer or director of any partner.

**5.11 Utilities.** Each Lot will be provided with hook-ups for electrical service in the street adjacent to the Lots. Each Owner will be responsible for connecting its Lot to said electrical lines in accordance with plans submitted to and approved by the Committee. Each Owner in compliance with all applicable laws, rules, regulations and guidelines, shall accomplish any such connection. The Owner, and not the Committee, shall be responsible for assuring such compliance.

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## ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

6.01 Members. Every Owner in fee simple of a Lot shall automatically be deemed a member of the Association. The Association shall be governed in accordance with the Association's articles of incorporation and bylaws. Land contract vendees and not land contract vendors shall be members of the Association. The foregoing is not intended to include as members persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

6.02 Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners of Lots, with the exception of Developer. Class A members shall be entitled to one vote for each such Lot owned. When more than one person holds any interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B member shall be the Developer. The Class B member shall be entitled to five (5) votes for each Lot owned. The Class B membership shall terminate and be converted to Class A membership upon the thirtieth (30th) anniversary of the date this Declaration is recorded.

## ARTICLE VII

DIVISION OF LOTS BY OWNERS

No Lot shall be further divided or reduced in size without the prior written approval of the Committee. In no instance shall such division create a parcel which is not developable in compliance with this Declaration or which would violate any applicable state or local laws, ordinances or regulations regulating the Lots.

## ARTICLE VIII

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CHARGES AND ASSESSMENTS

**8.01 General Annual Charge.** All Lots shall be subject to general annual charges, which may be determined and assessed annually by the Association, for the purpose of defraying the pre-litigation and litigation related costs and expenses (including actual attorneys' fees) of the Association in carrying out its stated purposes and functions, including but not limited to, the Association's costs and expenses related to the Association's maintenance of the Access Easement described in Article X of this Declaration. The general charge shall be sufficient to raise an amount which, in the reasonable judgment of the Association, may be required for the ensuing calendar year (including interest costs). The amount of the charge to be levied against each Lot shall be equal to the total charges times a fraction, the numerator of which shall be 1 and the denominator of which shall be the total number of Lots. Such charges shall be paid annually to the Association on or before March 1 of each year.

**8.02 Special Charges.** All Lots shall be subject to special charges, which may be determined and assessed by the Association for the expenses described in Section 9.01 for which the general annual charges are inadequate or to remedy any violation of any Owner of the terms of this Declaration. Special charges may be assessed against all Lots in the manner provided for in Section 8.01 or, in the event such expenses arise from an Owner's violation of the terms of this Declaration, the Association may levy special charges in the amount of such expenses against the Lot of the Owner who commits the violation.

**8.03 Collection.** The right to collect or enforce the collection of charges is hereby exclusively delegated to the Association. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of ownership. All charges which are unpaid when due shall from such date become and remain a lien upon the Lot until paid, with interest thereon from the due date of Fifteen Percent (15%) per annum until paid in full. The Association shall have the sole right to bring any and all actions and proceedings for the collection of the charges and the enforcements of liens therefor. Any liens securing unpaid charges arising by virtue of this Article VIII shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such liens. Nothing herein contained shall present or impede the collection of lawful charges, taxes or similar charges by any governmental authority having jurisdiction. The Association may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for

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such charge against any Lot. Any such foreclosure action may be brought, at the Association's election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wisconsin Statutes, to the extent said section is applicable. The Association shall, upon the written request of an owner or purchaser of any Lot, issue a Certificate of Status of Lien. If an attorney is retained to enforce any such delinquent charge, reasonable attorneys' fees, title charges and court costs and other costs incurred shall be added to and become a part of such charge.

## ARTICLE IX

### GOLF COURSE

**9.01 Ownership and Operation of Golf Course.** Developer intends to develop the Outlots as a golf course. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by Developer or any other person with regard to the continuing existence, ownership or operation of the Golf Course, if any, and no purported representation in such regard, either written or oral, shall ever be effective without an amendment to this Declaration executed or joined into by Developer. Further, the ownership and/or operation of the Golf Course, if any, may change at any time and from time to time by virtue of, but without limitation: (a) the sale to or assumption of operations of the Golf Course by an independent entity or entities; (b) the creation or conversion of the ownership and/or operating structure of the Golf Course to an "equity" club or similar arrangement whereby the Golf Course or the rights to operate it are transferred to an entity which is owned or controlled by its members; or (c) the transfer of ownership or control of the Golf Course to one or more affiliates, shareholders, employees or independent contractors of Developer. No consent of the Association or any Owner shall be required to effectuate such transfer or conversion.

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

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

9.03 View Impairment. Neither Developer, the Association or the Golf Course Owner guarantees or represents that any view over and across the Golf Course from adjacent Lots will be preserved without impairment. The Golf Course Owner, if any, shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the Golf Course from time to time. In addition, the Golf Course Owner may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, bunkers, fairways and greens on the Golf Course from time to time. Any such additions or changes to the Golf Course may diminish or obstruct any view from the Lots.

## ARTICLE X

### ACCESS EASEMENT

All Owners shall have the rights granted to the Owners by Developer pursuant to that certain Access Easement dated August 29, 2003 and recorded in the Adams County Register of Deeds Office on September 4, 2003 as Document No. 426679. Such rights shall be subject to and limited by the terms and conditions of the Access Easement and Article VIII of this Declaration.

## ARTICLE XI

### MISCELLANEOUS

11.01 Term and Amendment. Unless amended as provided herein, this Declaration shall run with the land and shall be binding upon all persons claiming an interest in a Lot for a period of thirty (30) years from the date this Declaration is initially recorded. Until Developer no longer holds any interest in real property within Lots or Outlots, and subject to Section 11.02 below, this Declaration may be amended by the recording of a written instrument executed by or on behalf of all the following: (1) Developer and (2) the Owners of at least Sixty Percent (60%) of the Lots subject to this Declaration. Thereafter until the termination of this Declaration, and subject to Section 11.02, below, this Declaration may be amended by the recording of an instrument executed by the Owners of at least Sixty Percent (60%) of the Lots subject

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hereto. After the expiration of the initial term of this Declaration, this Declaration (as presently written or as so amended) shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by the Owners of at least Sixty Percent (60%) of the Lots subject hereto has been recorded to terminate or amend the same in whole or in part. In ascertaining the number of Owners assenting to any such instrument, persons, including any business organizations, having the power to convey the fee simple title in a given Lot shall constitute a unit having a single vote.

**11.02 Limitations on Amendments.** In recognition of the fact that Sections 4.08, 5.05, 5.06, 5.07, 5.10 and Article IX are for the benefit of the Golf Course Owner, no amendment to the foregoing provisions may be made without the written approval of the Golf Course Owner.

**11.03 Enforcement.** Developer, the Association, any Owner and, with respect to Sections 4.08, 5.05, 5.06, 5.07, 5.10 and Article IX, the Golf Course Owner, shall have the right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both. Nothing herein shall be deemed to limit the rights of the Town, Adams County or any other governmental authority having jurisdiction to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration. Furthermore, the Association shall have the right, upon thirty (30) days' notice to any Owner, to correct, at such Owner's expense, any violation by the Owner of any term of this Declaration.

**11.04 Severability.** Invalidity of any one of these covenants by judgment or court order shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

**11.05 Nonforfeiture.** No violation of these restrictions shall result in a forfeiture or reversion of title to any Lot.


**11.06 Attorneys' Fees.** If any suit or action is brought to enforce the provisions of this Declaration, the party who prevails in such action or suit shall be entitled to recover its court costs and attorneys' fees from the other party.

[Signature Page Follows]

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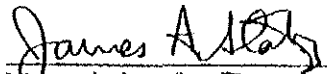
Executed at Madison, Wisconsin, the day and year first above written.

NORTHERN BAY, LLC (the  
"Developer")

By:   
William W. Ranguette,  
Manager

STATE OF WISCONSIN   )  
                                  )ss.  
COUNTY OF Dane    )

Personally came before me this 28<sup>th</sup> day of August, 2003, the  
above-named William W. Ranguette and to me known to be the Manager of  
Northern Bay, LLC, who executed the foregoing instrument, and  
acknowledged the same on behalf of said partnership.

  
Name (printed): James J. State  
Notary Public, State of Wisconsin  
My Commission: is permanent

This instrument was drafted by:  
Joan M. Bachleitner  
Reinhart Boerner Van Deuren s.c.  
22 East Mifflin Street, Suite 600  
P.O. Box 2018  
Madison, WI 53701-2018

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21

13:47

## CONSENT OF MORTGAGEE

(VOL 3375 PAGE 104)

The undersigned, being the holder of mortgages describing the Lots and recorded in the office of the Register of Deeds of Adams County, Wisconsin, does hereby consent to all of the terms and conditions of the foregoing Declaration.

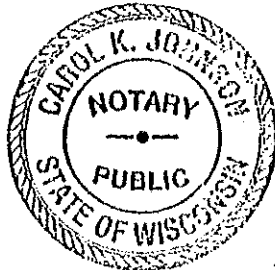
Dated this 28<sup>th</sup> day of August, 2003.

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

## ACKNOWLEDGMENT

STATE OF WISCONSIN )  
                                  ) ss.  
COUNTY OF Dane )

Personally came before me this 28<sup>th</sup> day of August, 2003, the above-named Edward W. Kinney, to me known to be the Vice President of Anchor Bank, P.C., who executed the foregoing instrument, and acknowledged the same on behalf of said entity.



[Signature]  
Name (printed): Carol K. Johnson  
Notary Public, State of Wisconsin  
My Commission: 01-21-07

13:48

## EXHIBIT A

(VOL 3375 PAGE 105

Parcel Numbers:

Lot 1	34-2202-500	Lot 40	34-2202-539
Lot 2	34-2202-501	Lot 41	34-2202-540
Lot 3	34-2202-502	Lot 42	34-2202-541
Lot 4	34-2202-503	Lot 43	34-2202-542
Lot 5	34-2202-504	Lot 44	34-2202-543
Lot 6	34-2202-505	Lot 45	34-2202-544
Lot 7	34-2202-506	Lot 46	34-2202-545
Lot 8	34-2202-507	Lot 47	34-2202-546
Lot 9	34-2202-508	Lot 48	34-2202-547
Lot 10	34-2202-509	Outlot 1	34-2202-548
Lot 11	34-2202-510	Outlot 2	34-2202-549
Lot 12	34-2202-511	Outlot 3	34-2202-550
Lot 13	34-2202-512	Outlot 4	34-2202-551
Lot 14	34-2202-513		
Lot 15	34-2202-514		
Lot 16	34-2202-515		
Lot 17	34-2202-516		
Lot 18	34-2202-517		
Lot 19	34-2202-518		
Lot 20	34-2202-519		
Lot 21	34-2202-520		
Lot 22	34-2202-521		
Lot 23	34-2202-522		
Lot 24	34-2202-523		
Lot 25	34-2202-524		
Lot 26	34-2202-525		
Lot 27	34-2202-526		
Lot 28	34-2202-527		
Lot 29	34-2202-528		
Lot 30	34-2202-529		
Lot 31	34-2202-530		
Lot 32	34-2202-531		
Lot 33	34-2202-532		
Lot 34	34-2202-533		
Lot 35	34-2202-534		
Lot 36	34-2202-535		
Lot 37	34-2202-536		
Lot 38	34-2202-537		
Lot 39	34-2202-538		

Madison\105884JMB:JMB 02/12/03

13:49

**EXHIBIT B**

**VOL 3375 PAGE 106**

**Lots 1 through 48, inclusive, and Outlots 1 through 4, inclusive, on the plat of Northern Bay, recorded in the Adams County Register of Deeds Office on January 24, 2003 as Document No. 419383**

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**13:50**



# RIGHT-OF-WAY EASEMENT FOR ELECTRIC LINES

Document Number

KNOW ALL MEN BY THESE PRESENTS That:

Northern Bay, LLC

(hereinafter called the "Grantor") in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, warrant and convey unto Adams-Columbia Electric Cooperative, a cooperative organized under Chapter 185, Wisconsin Statutes, hereinafter called the "Grantee", and to its successors and assigns, the right, privilege and easement to enter upon the lands described hereinafter, and to construct, reconstruct, rephase, operate, repair, maintain, relocate and replace thereon and under the surface thereof, and upon or under all street, roads or highways on or abutting said lands, a line or lines for the transmission and distribution of electric energy, including without limitation all appropriate poles, cables, wires, transformers, handholes, manholes, concrete pads, duct conduits, ground connections, guy wires and all other attachments, equipment, accessories and appurtenances necessary and appropriate for the transmission and distribution of energy.

Except as otherwise stated, the right-of-way shall be 20 foot in width.

The lands of the Grantor with respect to which this right-of-way easement is granted are described as follows:

In document 419382, Vol. 3119, pages 18, 19, 20: Parcel 2 in the NE1/4, NE1/4, Section 36, T18N, R4E, Township of Strong's Prairie, Adams County, Wisconsin and Parcel 3 Government Lot Two (2), Section 36, Township of Strong's Prairie, Adams County Wisconsin.

This easement also provides a utility right-of-way for servicing Excepted Parcels One (1), Two (2) and Three (3) in Parcel Three (3) of Government Lot Two (2), Section 36, T18N, R4E, Township of Strong's Prairie, Adams County Wisconsin as stated in document 419382, Volume 3119, pages 19 and 20.

The facilities erected hereunder shall remain the property of Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, improve and make changes, alterations, substitutions and additions in and to its facilities as it may from time to time deem advisable including the right to increase or decrease the number of uses, conduits, wires, cables, handholes, manholes, connections, transformers, transformer enclosures, and other equipment.

The Grantee shall at all times have the right to excavate, dig up, or remove any soil, sod, grass, driveways, or sidewalks for the purpose of constructing, operating, or maintaining the Grantee's facilities. The Grantee shall at all times have the right to keep the easement clear of all buildings, structures, or other obstructions, trees, shrubbery, undergrowth, and roots. All trees, limbs, shrubs, or other obstructions so removed shall remain the property of the Grantor.

The Grantee shall at all times have the right to license, permit, or otherwise agree to the joint use and occupancy of the easement by any other person, association, or corporation for electrification, telephone or cable television purposes without the necessity of obtaining the Grantor's consent.

The Grantee shall not be liable or responsible for any damages to property located on, under, or adjacent to the easement lands resulting from the Grantee's exercise of its rights granted by this easement.

Grantor, his successors and assigns, may use the land within the easement for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction operation and maintenance of Grantee's facilities.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Grantee shall have the right of ingress to and egress from the easement over the lands of Grantor adjacent to the easement and lying between public and private roads and the easement, such right to be exercised in such manner as shall occasion the least practicable damage and inconvenience to Grantor.

To have and to hold unto the said Grantee, its successors and assigns forever. This conveyance shall be binding on the heirs, representatives, assigns and grantees of the Grantor.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 23rd day of September 20 03.

Executed in the presence of:

  
Frank Meitz

(Seal)

  
William W. Ranguette

(Seal)

(Seal)

(Seal)

Wisconsin State of)  
) ss  
Adams County)

Personally came before me this 23rd day of September 20 03 the above named Frank Meitz  
to me known to be the person(s) who executed the above and foregoing instrument and acknowledged the same.

Instrument was drafted by:

A. Spargo, V.P. of Engineering & Operations  
Adams-Columbia Electric Cooperative, Inc.  
401 E. Lake Street, P.O. Box 70  
Friendship WI 53934-0070  
ACEC - Form #21 Revised June 2002

My commission expires

01/29/06

Notary Public

Mary Ann Bays

430292

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

JAN 12 2004

Time: 10:55 AM  
Volume: 3488 Page: 85  
Fee: \$ 11.00  
#2928

Return to:

Adams-Columbia Electric Cooperative, Inc.  
401 E. Lake Street, P.O. Box 70  
Friendship, WI 53934-0070

34-36-0000

Parcel Identification Number (PIN)

SP# 597616 1 1804-36-029

Project or W.O. No.

ACEC Location

Attn:  
Cindy



**DEVELOPMENT AGREEMENT  
AND LICENSE**

VOL **3797** PAGE **96**

Document Number

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

DEC 16 2004

Time: 9:15 AM

Volume: 3797 Page: 96-100

Fees: \$19.00 5  
3804-

Recording Area

Name and Return Address

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

Parcel Identification Number (PIN)

13:52

**DEVELOPMENT AGREEMENT AND LICENSE**

This Development Agreement is entered into by and between the Town of Strongs Prairie, Adams County, Wisconsin ("Town") and Northern Bay, LLC ("Developer") on this 11 day of Oct, 2004.

**RECITALS**

1. **WHEREAS** Developer has negotiated an agreement with the City of Adams to provide sanitary sewer services to Developer's development located in the Town ('Sewer Services Agreement) pursuant to which Developer must construct a sanitary sewer line from the development to the City of Adams sewage treatment plant, a distance of approximately seven (7) miles (referred to as the "sewer line").
2. **WHEREAS** the route of the sewer line in the Town is shown on the attached Exhibit A.
3. **WHEREAS** the Town may grant Developer a license to place an underground sanitary sewer line upon the right of way of such Town roads shown on Appendix A.
4. **WHEREAS** the parties wish to set out the terms of the agreement with regard to timing of the construction of the sewer line and the responsibility of the parties as to payment for construction and maintenance of the sewer line and other responsibilities of the parties to this Agreement.

The Town and Developer hereby agree as follows:

1. **Grant of License to Developer for Construction of the Sewer Line.** The Town hereby grants to Developer a perpetual license for the construction, maintenance and repair and replacement of the sewer line subject to the terms of this Agreement. Developer shall be responsible for the design of the sewer line in accordance with all applicable codes and regulations and in accordance with accepted standards relating to such sanitary sewers. The Town approves of the size and capacity of such sewer line now being proposed by Developer. Any subsequent increase in the size or capacity is subject to the Town's approval, that approval not to be unreasonably withheld.
2. **Ownership of the Sewer Line.** The sewer line shall at all times be owned by Developer. Developer reserves the right to assign its ownership of the sewer line and its rights under this agreement to a successor developer or one or more associations of owners of property in the development. Developer further reserves the right to allow connection to the sewer line

by others, subject to the Town's approval, which approval shall not be unreasonably withheld.

3. **Construction and Maintenance of the Sewer Line.** The Developer shall be responsible for arranging, paying for and completing the construction and all subsequent maintenance, repair and replacement of the sewer line. All construction, maintenance and repair shall be accomplished in accordance with all applicable codes and regulations and accepted standards relating to sanitary sewer lines. All soils disturbed will be compacted to match surrounding areas. Disturbed soils will be restored with appropriate native vegetation. Developer, at Developer's sole cost, shall mark the route of the sewer line in accordance with the manual on uniform traffic control devices. All fees for inspection fees of the sewer line, and other charges relating to such sewer line, shall be paid by the Developer.
4. **CHANGES IN TOWN ROAD.** If at any time any Town road involved in this Agreement is widened or relocated in a manner that the Town Board determines would require the relocating of any portion of such sanitary sewer line, then Developer or its successor shall relocate such sewer line, within the new Town road right of way, at no cost to the Town, to accommodate such change in the Town road.
5. **INDEMNIFICATION OF TOWN.** Developer shall indemnify Town and its officials against, and hold them harmless from, any and all liability for any injury, damages and losses relating in any way to the construction, maintenance and/or repair of said sewer line. Developer shall further indemnify Town and its officials and employees against, and hold them harmless from, any and all damages of any kind to said sanitary sewer line. It is agreed that the Town shall have no liability for any costs, expenses, injuries, damages, losses, or claims of any kind relating in any way to said sewer line.
6. **SUBSEQUENT CHANGES BY DEVELOPER.** After the initial installation of that sanitary sewer line, any subsequent changes to the sanitary sewer line located in the right of way of any Town road proposed by Developer, shall be subject to the terms of a new Development Agreement to be negotiated between the parties, each party hereby agreeing to negotiate that agreement in good faith.
7. **TOWN'S LEGAL AND ENGINEERING EXPENSES.** The Developer shall reimburse the Town for all legal expenses it incurs relating to the review and negotiation of this Agreement and any engineering and/or inspection fees that it may incur while this Agreement is in effect relating in any way to such sanitary sewer line located within the right of way of any Town road.

8. **BINDING AGREEMENTS.** This Agreement shall be binding on the parties and each of their respective heirs, successors and assigns.

Dated as of the date first set forth above.

TOWN OF STRONGS PRAIRIE

BY: Marvin L. Bennett  
Town Chairperson

Attest: Lori Henthorne  
Town Clerk  
NORTHERN BAY, LLC

BY: Francis J. Mootz, President

By: William W. Ranguette, Vice President

**AUTHENTICATION**

Signatures of Francis J. Mootz and William W. Ranguette authenticated this 17<sup>th</sup> day of November, 2004.

James I. Statz  
James I. Statz  
Title: Member State Bar of Wisconsin

**AUTHENTICATION**

Signatures of Marvin L. Bennett and Lori Henthorne authenticated this 10th day of December, 2004.

John R. Miller  
John R. Miller  
Title: Member State Bar of Wisconsin

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