

**TIMBER BAY
DECLARATION OF
COVENANTS CONDITIONS
AND RESTRICTIONS**

Document Number

Title of Document

458269

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

THIS DECLARATION, made this 15th day of
August, 2006, by **Naterra Land, Inc.** a Corporation under the
laws of the State of Minnesota (hereinafter referred to as
"DECLARANT").

AUG 28 2006
Time: 1:25 PM
Recording Fee: 49.00
Transfer Fee: -
of Pages: 20
Receipt #: 5754

WITNESSETH:

WHEREAS, DECLARANT is the owner of the real
property more particularly described in Exhibit A attached hereto.

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

WHEREAS, DECLARANT as the owner of the real property (hereinafter "Subject
Property"). Subject Property described on Exhibit A is shown on the County Plat marked as
Exhibit B and incorporated by reference herein and includes Lots One (1) through Forty Four
(44) together with Outlot One (1), Outlot Two (2), Outlot Three (3) and Outlot Four (4) all of
which are shown on the Adams County Plat Map of Timber Bay, Recorded as Document
#457420, File:1, Env. 178 recorded on August 1st, 2006 at 1:45 p.m.

WHEREAS, the Subject Property also includes four common piers, two day use
piers and one wooden stairway on the Shoreline Commons Area (as shown on Exhibit D) as
well as the right to use the aforesaid Shoreline Commons Area. The right to use said piers,
wooden stairway, the Shoreline Common Area or other common property are subject to the
provisions of the Nonexclusive License Agreement to be entered into by Naterra Land, Inc.
of Wisconsin and to be assigned to the Timber Bay Waterfront Community Association, Ltd.

458269

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

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

ARTICLE I

GENERAL PURPOSE

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

458269

ARTICLE II

USE OF LAND

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

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

No mobile homes, junk cars or shacks shall be permitted on Subject Property, nor shall any structure of a temporary character be used as a dwelling. Camping is not permitted on subject property.

No on-site un-housed storage will be allowed for excess material and infrequently used vehicles. Storage of snowmobiles, boats, trailers, campers, golf carts and other seasonal items frequently used off of Subject Property will be allowed, provided they are not kept closer than 30 feet from any public road and 15 feet from any property line.

Outdoor toilets shall not be permitted.

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

Timber Bay Waterfront Community Association, Ltd. (herein after referred to from time to time as the "Association") may allow access to sub division outlots to outside entities. (snowmobile club, adjoining property owners, etc.). Outlot 2 shall be open to the public for

458269

ingress and egress to the Shoreline Common Area.

Easements established along the lot lines of lots 5/6 and 9/10 identified on Exhibit "C" are designated for ingress and egress to the Shoreline Commons Area for lots 1 through 44 of the County Plat of Timber Bay.

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

ARTICLE III

TYPE OF MATERIAL : SIZE OF STRUCTURE

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

Modular (factory homes) built on site must meet State of Wisconsin Uniform Dwelling Code requirements and shall have a minimum roof pitch of 6/12. Homes assembled on site from factory built components are permitted.

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

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

458269

square feet of living area. Accessory buildings, including but not limited to garages and storage facilities, shall not be constructed prior to the primary residence and exteriors shall be finished with the same colors and materials as the primary residence.

ARTICLE IV

GARBAGE AND REFUSE DISPOSAL

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

ARTICLE V

BUILDING LOCATION

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

458269

ARTICLE VI

TIMBER REMOVAL

Cutting of Subject Property will not be allowed unless done pursuant to a timber management plan or for the purpose of clearing a building site, lawn and garden area or driveway. All stumps that are removed shall be buried, burned or otherwise removed from Subject Property. Selective harvesting of trees for personal use as firewood will be allowed. This does not apply to the Shoreline Commons Area owned by the Wisconsin River Power Company.

ARTICLE VII

TIMBER BAY WATERFRONT

COMMUNITY ASSOCIATION, LTD.

The property owners of Timber Bay shall become part of a non-profit membership corporation for the purpose of maintaining, improving, policing or preserving properties in which its members shall have common rights of usage or enjoyment including a parking area on Outlot 1; said four (4) piers, said one (1) wooden stairway, said two (2) day use piers and the Shoreline Commons Area as described in the Non-exclusive License Agreement with the Wisconsin River Power Company.

1. That membership in Timber Bay Community Waterfront Association, Ltd. shall be mandatory for every person or entity who is a beneficial owner of a fee or an undivided fee interest in any part of the real estate subject to this Declaration or any Supplemental Declaration, including contract buyers, but excluding those persons

or entities who hold an interest merely as security for the performance of an obligation. Membership shall transfer to the new owner(s) upon the conveyance of said fee interest(s).

2. That the Association shall have the rights and duties to fix, levy, collect and enforce annual assessments against each lot as follows:

- A. The Association shall have the power to prepare and annually submit to its membership a budget of the expenditures which it proposes to make for the ensuing year. Such budget shall include the necessary office and other expenses of the Association including but not limited to the expenses of maintaining the aforesaid four piers, said wooden stairway, said two day use piers, said parking area, paths created through easements or outlots and a Shoreline Commons Area as well as compensation, if any, to officers, fees paid for auditing the books of the Association, and for necessary legal services and counsel fees to the Board of Directors, for all licenses, taxes and any other governmental charges incurred or imposed against the property of the Association.
- B. Upon the adoption and approval of the annual budget by a majority of the members entitled to vote as established by the articles of incorporation and by-laws of the Association and by rules validly adopted by resolution of the Board of Directors of the Association, at a regular meeting or adjournment thereof, or upon the approval of a special assessment under par. D., the Board of Directors of the Association may levy an assessment against all of the lots, the ownership of which entitles the owner thereof to the use and enjoyment of the properties controlled by the Association.
- C. The assessment levied under this section shall be equal in amount against each lot and shall be levied at the same time each year upon all lots. The Association shall at its first Annual Meeting set the assessment for the following year to cover the first year's estimated expenses.
- D. The Board of Directors of the Association may call a special meeting upon at least five (5) days written notice for the purpose of making special assessment. The nature of the proposed special assessment shall be included in the notice. A majority of members entitled to vote shall constitute a quorum for a special meeting, and a majority of members entitled to vote who are present at the special meeting shall determine a question.
- E. The Board of Directors of the Association shall declare the assessments levied under sub B., due and payable at any time after 30 days from the date

of the levy. The Association's Secretary or other officer shall notify the owner of every lot so assessed of the action taken by the Board, the amount of the assessment of each lot owned by such owner and the date on which the assessment becomes due and payable. The secretary shall mail the notice by U.S. mail, postage prepaid, to the owner at the owner's last-known post-office address.

F. In the event that an assessment levied under sub. B. against any lot remains unpaid for a period of sixty (60) days from the date of the levy, the Board of Directors of the Association may, in its discretion, file a claim for a maintenance lien against the lot. All of the following apply to a claim for lien under this subsection:

- i. The claim may be filed at any time within six (6) months from the date of the levy.
- ii. The claim shall be filed in the office of the clerk of circuit court of the county in which the lands affected by the levy lie.
- iii. The claim shall contain a reference to the resolution authorizing the levy and the date of the resolution, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the property affected by the levy and a statement of the amount claimed.
- iv. The claim shall be signed by the claimant or the claimant's attorney, need not be verified, and may be amended, in case an action is brought, by court order, as pleadings may be.
- v. The clerk of circuit court shall enter each claim for a maintenance lien in the judgment and lien docket immediately after the claim is filed in the same manner that other liens are entered. The date of levy of assessment will appear on the judgment and lien docket instead of the last date of performance of labor or furnishing materials.
- vi. When the Association has so filed its claim for lien upon a lot it may foreclose the same by action in the circuit court having jurisdiction thereof, and ss. 779.09, 779.10, 779.11, 779.12 and 779.13 Wis. Statutes shall apply to proceedings undertaken for the enforcement and collection of maintenance liens as described in this subsection.

458269

3. The members of the Association shall have the following rights:

A. The Right to Use Shoreline Property.

1. As of the date of execution of this Agreement, the Shoreline Property (previously described as "Shoreline Commons Area" and "project land" and as shown on Exhibit B is owned by Wisconsin River Power Company and lies within the boundary of a hydroelectric project known as Federal Energy Regulatory Commission ("FERC") Project 1984. The land is subject to regulation by FERC in accordance with the terms and conditions of a license issued by FERC.
2. The Declarant will obtain from Wisconsin River Power Company a non-exclusive license agreement that grants the Association and its members and invitees the right to construct certain boat docks and stairs on project land and to use the Shoreline Property for recreational activities, such as walking, swimming, boating, bank fishing, and other pedestrian activities. FERC requires that the Shoreline Property also be open to the public for pedestrian ingress and egress. The Association has the right to construct four 10 slip piers, two single slip piers and one (1) wooden stairway to access said piers on the previously identified project land; its members have the exclusive right to use the piers, and wooden stairway. Declarant and, after transfer of the non-exclusive license agreement, the Association may install signs at each pier designating them as "Permitted Piers," and "Private Property for the exclusive use of Association Members." These rights shall be subject to the terms and conditions of said License Agreement.

B. Docks, Stairways, Watercraft and Storage.

1. Maintenance / Construction. All common piers and wooden stairways to access said piers shall be owned and maintained by the Association. The actual frontage area for each pier must be leased annually from the Wisconsin River Power Company. Naterra Land will execute the 2006/2007 Non-exclusive License Agreement. Naterra Land will assign said Agreement to the Association which will be responsible for the Agreement and the payment of all annual fees.

2. Placement/assignments. Placement of the four (4) piers on the Shoreline Commons Area shall be generally be located between Lots six (6) and Ten (10). Placement of the one (1) wooden stairway to access said piers shall be located on Outlot 2. Placement of the two (2) day use piers shall be generally located between lots 10 and 15. Lot assignments for piers identified on Exhibit "D" and are as follows: Pier One is assigned Lots 1, 2, 3, 4, 5, 6, 7, 29, 30 and 44. Pier Two is assigned Lots 8, 9, 31, 32, 33, 34, 35, 41, 42 and 43. Pier Three is assigned Lots 20, 21, 22, 27, 28, 36, 37, 38, 39 and 40. Pier Four is assigned Lots 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19.
3. Off-Season Storage. Pier components and boat lifts may be stored on the Shoreline Commons Area during the off-season months at a location approved by Wisconsin River Power Company.
4. Lighting Fixtures. One dusk-to-dawn light fixture may be installed at each convenience pier. Dusk-to-dawn fixtures shall be standard dusk-to-dawn outdoor lights, mounted on wooden poles with natural finishes, and extending not more than 15 feet above ground level. All wiring leading to permitted light fixtures shall be buried, in accordance with applicable electrical codes and regulations.

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

A. Property Insurance.

A policy of property insurance covering the piers, wooden stairways and any other improvements constructed upon the Shoreline Commons Area. Such insurance as maintained by the Association pursuant to this subsection shall afford protection against at least the following:

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

B. Public Liability Insurance.

A comprehensive policy of public liability insurance covering the piers, wooden stairways and any other improvements owned by the Association, and its use of said Shoreline Commons Area, insuring the Association in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) covering bodily injury, including death of one person, arising out of a single occurrence and Two Million and no/100 Dollars (\$2,000,000.00) for death or injury to more than one person arising out of a single occurrence and One Hundred Thousand and no/100 Dollars (\$100,000.00) for property damage. (Such coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Shoreline Commons Area along the water, the piers and wooden stairways, legal liability arising out of lawsuits related to employment contracts of the Association, and protection against liability for non-owned and hired automobiles). Such coverage may also include, if applicable, contractual liability and workmen's compensation insurance for persons hired by the Association for work such as dock installation, maintenance and removal. Such coverage limits may be increased from time to time by the Association.

C. Other Risks.

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

D. General Provisions of Insurance Policies.

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

membership in the Association.

E. Deductibles.

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

ARTICLE VIII

TERM AND RIGHT TO ABATE VIOLATIONS

The provisions contained herein shall run with and bind Subject Property and shall inure to the benefit of and be enforceable by or against any owner of land included in Subject Property, their respective legal representatives, heirs, successors, and assigns and shall remain in full force and effect until and unless an instrument signed by two-thirds of the then owners of Subject Property has been recorded, agreeing to change said covenants in whole or in part. Public access to Outlot 2 is not subject to change.

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

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

Naterra Land, Inc.

By: Keith J. Rusch
Keith J. Rusch, Assistant Secretary

STATE OF WISCONSIN)
)ss
PORTAGE COUNTY)

Personally came before me this 23rd day of August 2006, the above-named, Keith J. Rusch, the Assistant Secretary of Naterra Land, Inc, to me known to be the person who executed the foregoing instrument and acknowledge the same.



Colleen M. Webster
Colleen M. Webster
Notary Public, Portage County, Wisconsin
My commission expires: February 24, 2008

This instrument drafted by:
Atty. Walter G. Wefel
BRAZEAU, WEFEL, KRYSHAK & NETTESHEIM
262 West Grand Avenue
PO Box 639
Wisconsin Rapids, WI 54495-0639
1 (715) 423-1400

458269

EXHIBIT "A"

SURVEYOR'S CERTIFICATE

I, Christopher J. Renner, Registered Land Surveyor, hereby certify that I have surveyed, divided and mapped the Adams County Plat of Timber Bay, being part of the Northwest Quarter of the Northwest Quarter, part of the Northeast Quarter of the Northwest Quarter and part of the Northwest Quarter of the Northeast Quarter of Section 8, Township 17 North, Range 5 East, Town of Quincy, Adams County, Wisconsin, including Lot One of Adams County Certified Survey Map Number 1490 as recorded in Volume 6 of C.S.M. on Page 121 as Document number 283932, bounded and described as follows:

Commencing at the West Quarter corner of said Section 8, thence N 00°00'05" E along the West line of the Northwest Quarter of said Section 8 a distance of 1314.67 feet to an extension of the South line of Lot One of said Adams County Certified Survey Map No. 1490, thence N 89°41'22" E along an extension of the South line of said Lot One a distance of 33.29 feet to the Southwest corner of said Lot One and the Point of Beginning, thence N 00°14'52" E along the West line of said Lot One a distance of 200.00 feet to the Northwest corner thereof, thence N 89°41'22" E along the North line of said Lot One a distance of 627.00 feet to the Northeast corner thereof and the Southeast corner of Lot One of Adams County Certified Survey Map No. 3575, thence N 00°18'17" E along the East line of said Lot One a distance of 202.13 feet to the Northeast corner thereof and the Southeast corner of Lot 2 of Adams County Certified Survey Map No. 4823, thence N 00°13'20" E along the East line of said Lot 2 a distance of 200.22 feet to the Northeast corner thereof and the Southeast corner of Lot Three of Adams County Certified Survey Map No. 2598, thence N 00°00'00" E along the East line of said Lot Three a distance of 189.10 feet, thence N 00°10'59" E along the East line of said Lot Three a distance of 242.05 feet, thence S 89°49'01" E a distance of 30.79 feet, thence N 78°43'50" E a distance of 160.91 feet, thence N 37°00'05" E a distance of 159.09 feet, thence N 42°45'57" E a distance of 83.34 feet, thence S 88°53'31" E a distance of 123.05 feet, thence N 72°15'06" E a distance of 60.94 feet, thence N 50°31'48" E a distance of 63.36 feet, thence S 87°27'53" E a distance of 87.72 feet, thence N 27°23'44" E a distance of 29.77 feet to the North line of the Northwest Quarter of said Section 8, thence S 88°34'53" E along said North line a distance of 1304.44 feet to the North Quarter corner of said Section 8, thence S 89°53'52" E along the North line of the Northeast Quarter of said Section 8 a distance of 437.29 feet, thence S 73°11'57" E a distance of 113.37 feet, thence N 88°22'56" E a distance of 56.80 feet, thence N 70°27'27" E a distance of 91.82 feet to the North line of the Northeast Quarter of said Section 8, thence S 89°53'52" E along said North line a distance of 624.12 feet, thence S 00°05'31" E a distance of 1291.76 feet to the North line of Lot 2 of Adams County Certified Survey Map No. 4094, thence S 89°45'57" W along the North line of Lot 2 and Lot 1 of said Adams County Certified Survey Map No. 4094 and the North line of Lot 2 and Lot 1 of Adams County Certified Survey Map No. 1772 a distance of 1317.14 feet to the Northwest corner of Lot 1 of said Adams County Certified Survey Map No. 1772, thence S 89°42'06" W a distance of 1978.17 feet to the Southeast corner of Lot One of said Adams County Certified Survey Map No. 1490, thence S 89°41'22" W along the South line of said Lot One a distance of 627.00 feet to the Southwest corner thereof and the Point of Beginning.

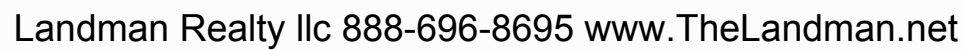
I further certify that this plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made, that I have made such survey, land division and plat by the direction of the owner of said land, that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes, Chapter A-E 7 of the Wisconsin Administrative Code, the subdivision regulations of the Town of Quincy and the Adams County Land Division Ordinance in surveying, dividing and mapping the same to the best of my knowledge and belief.

Dated this 20th day of July, 2006.


Christopher J. Renner R.L.S. S-2441



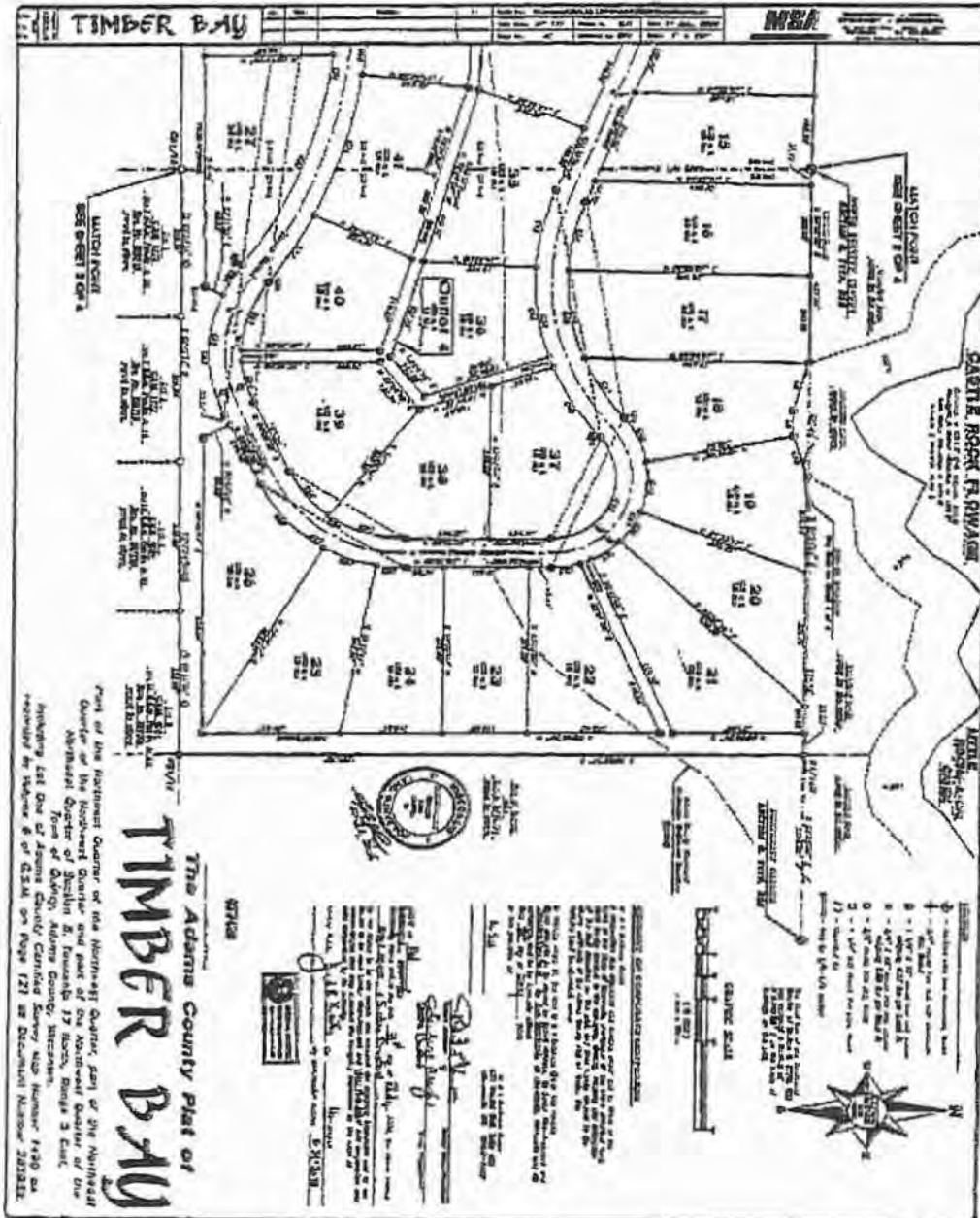
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458269

EXHIBIT "B"



12' Pedestrian Easement along lot lines 9/10 and 5/6 for Ingress and Egress to Shoreline Commons Area for Lots One through 44 of Timber Bay.



EXHIBIT "D"

458269 /

