PAULA CHISSER SAWYER COUNTY, WI REGISTER OF DEEDS

332507

08/11/2005 11:00 AM

RECORDING FEE

13.00

WAGNER SURVEYING ASSOCIATES, INC. 26745 Lakeland Avenue North

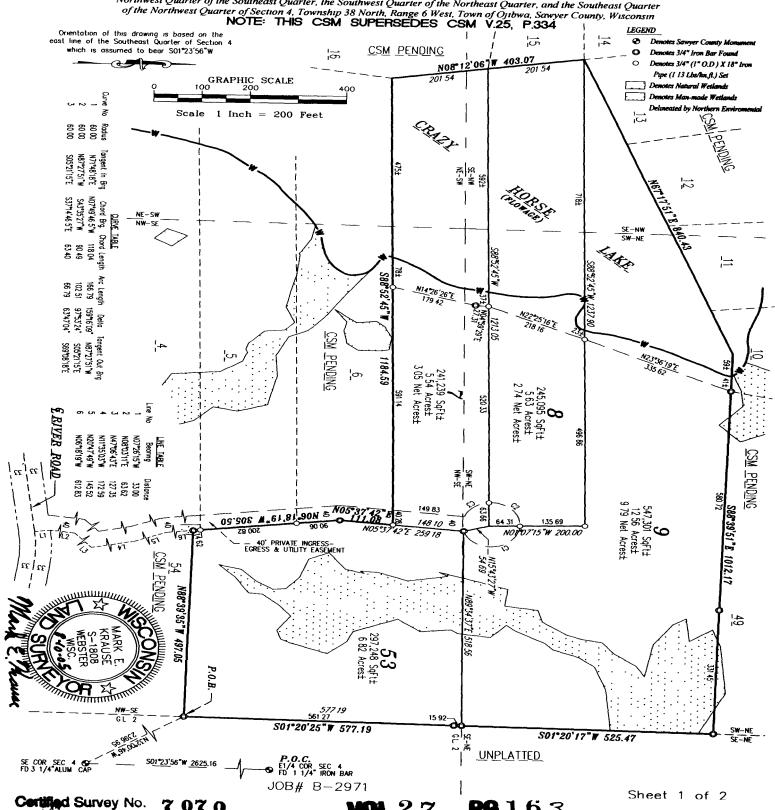
P.O Box 89 Webster, WI 54893 715-866-4295

Pages

2

## **CERTIFIED SURVEY MAP NO**

All of Lot 8 and part of Lot 9, CSM V.25, P 334, located in the Northeast Quarter of the Southwest Quarter, the Northwest Quarter of the Southeast Quarter, the Southwest Quarter of the Northeast Quarter, and the Southeast Quarter



#### WAGNER SURVEYING ASSOCIATES, INC.

26745 Lakeland Avenue North P 0. Box. 89 bster, WI 54893 Webster. 715-866-4295

## CERTIFIED SURVEY MAP NO.

All of Lot 8 and part of Lot 9, CSM V 25, P.334, located in the Northeast Ouarter of the Southwest Ouarter, the Northwest Quarter of the Southeast Quarter, the Southwest Quarter of the Northeast Quarter, and the Southeast Quarter of the Northwest Quarter of Section 4, Township 38 North, Range 6 West, Town of Ojibwa, Sawyer County, Wisconsin NOTE: THIS CSM SUPERSEDES CSM V.25, P.334

#### SURVEYOR'S CERTIFICATE

I, Mark E Krause, a Registered Land Surveyor, hereby certify that pursuant to a request from Naterra Land, Inc., I have caused the hereinafter described lands to be surveyed and mapped under my direction and supervision, and that to the best of my knowledge and belief this Certified Survey Map is a true and correct representation of that survey,

THAT the exterior boundary of the land parcel surveyed and mapped is described as follows

All of Lot 8 and part of Lot 9, CSM V 25, P 334, located in the Northeast Quarter of the Southwest Quarter, the Northwest Quarter of the Southeast Quarter, the Southwest Quarter of the Northeast Quarter, and the Southeast Quarter of the Northwest Quarter of Section 4, Township 38 North, Range 6 West, Town of Ojibwa, Sawyer County, Wisconsin, described as follows

Commencing at the East Quarter Corner of said Section 4,

thence on an assumed bearing of South 01 degrees 23 minutes 56 seconds West along the east line of the Southeast Quarter of said Section 4 a distance of 262516 feet to the Southeast Corner of said Section 4,

thence North 32 degrees 00 minutes 46 seconds West 2396.95 feet to the point of beginning of the property to be described,

thence North 88 degrees 39 minutes 35 seconds West 497 05 feet,

thence North 06 degrees 18 minutes 19 seconds West 305 50 feet,

thence North 05 degrees 37 minutes 42 seconds East 111.08 feet,

thence South 88 degrees 52 minutes 45 seconds West 1184 59 feet.

thence North 08 degrees 12 minutes 06 seconds West 403 07 feet.

thence North 67 degrees 17 minutes 51 seconds East 840 43 feet,

thence South 88 degrees 39 minutes 51 seconds East 1012 17 feet,

thence South 01 degrees 20 minutes 17 seconds West 525 47 feet,

thence South 01 degrees 20 minutes 25 seconds West 577.19 feet to the point of beginning

This parcel contains 1,330,883 square feet (30 55 acres) more or less

Subject to Flowage rights

Subject to and together with the private ingress—egress and utility easements for access to River Road as shown hereon
Subject to and together with any other valid easements, restrictions and reservations

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the division thereof,

THAT I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statues in surveying, dividing, and mapping the same

idy Jackley-Sawyer Co. Zoning 19.11, 2005



Document Number

## DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

Document Title

This DECLARATION, made this 12th day of August, 2005, by Naterra Land, Inc., a Minnesota corporation (hereinafter referred to as

Declarant), and Rural American Bank - Luck. (hereinafter referred to as

Mortgagee).

WITNESSETH:

WHEREAS, Declarant, is the owner of the real property legally described

as

PAULA CHISSER SAWYER COUNTY, WI REGISTER OF DEEDS

332945

08/29/2005 11:35 AM

RECORDING FEE

25.00

Pages

8

Name & Return Address: SAWYER COUNTY ABSTRACT
Naterra Land, Inc. PO Box 169
748 N. River, St. Spooner, WI begward WI 54843

Parcel No.020-638-04 1201, 020-638-04 1301 020-638-04 2101; 020-638-04 2201; 020-638-04 2301, 020-638-04 2401; 020-638-04 3101; 020-638-04 3201, 020-638-04 4201, 020-638-04 5302, 020-638-04 5401 & 020-638-04 5501

Lots 1, 2 and 54 of Certified Survey Map No. 7068, recorded in Volume 27, Page 159 as Document No. 332505, Lots 3, 4, 5 and 6 of Certified Survey Map No. 7069, recorded in Volume 27, Page 161 as Document No. 332506, Lots 7, 8, 9 and 53 of Certified Survey Map No. 7070, recorded in Volume 27, Page 163 as Document No. 332507, Lots 10, 11, 12 and 49 of Certified Survey Map No. 7071, recorded in Volume 27, Page 165 as Document No. 332508, Lots 13, 14, 15 and 39 of Certified Survey Map No. 7072, recorded in Volume 27, Page 167 as Document No. 332509, Lots 16, 17 and 18 of Certified Survey Map No. 7073, recorded in Volume 27, Page 169 as Document No. 332510, Lots 19, 20, 40 and 42 of Certified Survey Map No. 7074, recorded in Volume 27, Page 171 as Document No. 332511, Lots 21, 22 and 23 of Certified Survey Map No. 7075, recorded in Volume 27, Page 173 as Document No. 332512, Lots 24 and 25 of Certified Survey Map No. 7076, recorded in Volume 27, Page 175 as Document No. 332513, Lots 26, 27, 28 and 33 of Certified Survey Map No. 7077, recorded in Volume 27, Page 177 as Document No. 332514, Lots 29, 30, 31 and 32 of Certified Survey Map No. 7078, recorded in Volume 27, Page 179 as Document No. 332515, Lots 34, 35, 36 and 44 of Certified Survey Map No. 7079, recorded in Volume 27, Page 181 as Document No. 332516, Lots 37, 38, 41 and 43 of Certified Survey Map No. 7080, recorded in Volume 27, Page 183 as Document No. 332517, Lots 45, 46, 47 and 48 of Certified Survey Map No. 7081, recorded in Volume 27, Page 185 as Document No. 332518, Lots 50, 51 and 52 of Certified Survey Map No. 7082, recorded in Volume 27, Page 187 as Document No. 332519, all in Section 4, Township 38 North, Range 6 West, Town of Oubwa, Sawyer County, Wisconsin.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of Subject Property and, to this end, desires 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 owner(s) of any part thereof.

NOW, THEREFORE, Declarant does hereby give notice to all purchaser(s) and their successor(s) of any portion of Subject Property hereinbefore 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 interest, and any owner thereof.

## **ARTICLE I**

### **GENERAL PURPOSE**

The purpose of the Declaration is to insure the best use and the most appropriate development and improvement of the Subject Property; to protect owner(s) 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 of Subject Property; to encourage and secure the erection of attractive structures thereon, with appropriate locations thereof on each parcel; to prevent inharmonious 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 purchaser(s) of Subject Property therein.

## **ARTICLE II**

#### **USE OF LAND**

All terms, regulations and conditions of any applicable township, county or state zoning or subdivision ordinances, statute or regulation shall be and remain in full effect and supersede any and all conflicting statements contained herein

No further subdivision of the parcels covered by this Declaration shall be allowed.

Lots 1 through 32 are subject to a Lake Association created for the purpose of owning, operating, and maintaining the dam crossing Crazy Horse Creek, located on Outlot 1 of Certified Survey Map No. 7068 as recorded in Volume 27, page 159 as Document No. 332505.

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

No mobile homes, no junk cars or shacks shall be permitted on Subject Property, nor shall any structures of a temporary character be used as a residence. Modular homes and manufactured homes delivered to the site with a minimum of 20 feet in width shall be permitted.

Compaction Mitigation Prior to the commencement of construction, a silt fence shall be properly installed at least 75' from the ordinary high-water mark. This fence serves two purposes The first being the control of erosion on the property into the lake. Secondly, it provides as a barrier so that all supplies, equipment etc. shall be stored or placed or operated in between the silt fence and the proposed building site.

Rain Gardens The installation of rain gardens to control storm water on the building site of all properties fronting on both Crazy Horse Lake lots 1 through 32 and Crazy Horse Creek lots 34 through 39 and 45 through 48 shall be required. Rain gardens shall be designed and installed as described in the "Rain Garden – A how-to Manual for Homeowners" Wisconsin DNR Publication PUB-WT-776 2003.

No on-site, unhoused storage will be allowed for excess material and infrequently used vehicles. (Definition of infrequently: Vehicles used less than once every 9-month period of each year.)

Storage of snowmobiles, boats, trailers, campers, golf carts, or other seasonal items frequently used (Definition of frequently: Those items used more than once every 9-month period of each year.) will be allowed, provided they are not kept closer than 30 feet from the right-of-way line or 63 feet from the centerline, whichever is greater, of any public road and 10 feet from any property line.

No horses, cows, goats, sheep, poultry or fowl of any kind will be permitted to be kept on any part of Subject Property. Domestic pets will be permitted and shall be 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.

### **ARTICLE III**

#### TYPE OF MATERIALS

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 or aluminum) and such exterior must be suitably finished. Finishes shall be of colors that are in harmony with the colors of the natural surroundings, such as those commonly referred to as "earthtones."

All waterfront homes, cabins, or other dwellings, where permanent, seasonal, or recreational shall be at least 1000 square feet in size. All off-water homes, cabins, or other dwellings shall be at least 800 square feet in size.

## **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.

No building or other structure permitted under the terms of this agreement shall be located closer than 30 feet from the right-of-way or 63 feet from the centerline, whichever is greater, of a public road, and 10 feet from the sideyard.

Satellite dishes are considered permanent structures and must meet setback regulations.

### **ARTICLE VI**

## **TIMBER REMOVAL**

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

### **ARTICLE VII**

#### ROAD MAINTENANCE

The easement roads servicing the property are private easement roads and will be maintained by those in direct benefit of it pursuant to the Road Maintenance Agreement attached hereto as Exhibit A. Maintenance of the roads will consist of snowplowing, graveling, and grading as needed.

### **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(s) 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 the majority of the then owners of Subject Property has been recorded, agreeing to change said covenants in whole or in part.

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

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

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

IN WITNESS WHEREOF, Declarant, Taylor Investment Corporation of Wisconsin, a Minnesota corporation, does hereby cause this instrument to be executed in its name on the day and year first written above.

NATERRA LAND, INC., A MINNESOTA CORPORATION

BY: Jelles
Terry Gibbs

STATE OF WISCONSIN ) ss  COUNTY OF WASHBURN )  Personally came before me this Secretary for Naterra Land, Inc., a Minneson proration is an known to be the person who executed the foregoing instrument and acknowledged the same in beliant of said ediporation by authority of its Board of Directors and said Terry Gibbs acknowledged said instrument to be the free as and deed of said corporation.  Notary Public, Washburn County My Corporation approach. January 29, 2006			Its: Assistant Secretary
Personally came before me this Personally came before me this Secretary for Naterra Land, Inc., a Minneson Exporation of the known to be the person who executed the foregoing instrument and acknowledged the same in belief of said corporation by authority of its Board of Directors and said Terry Gibbs acknowledged said instrument to be the free count deed of said corporation.  **Public Public Washburn County**	STATE OF WISCONSIN	)	·
Personally came before me this // The Paragraphy 2005, the above named Terry Gibbs as Assistant Secretary for Naterra Land, Inc., a Minneson Appropriation to the known to be the person who executed the foregoing instrument and acknowledged the same in belief of said ediporation by authority of its Board of Directors and said Terry Gibbs acknowledged said instrument to be the free and deed of said corporation.  **PUBLIFY**  Notary Public, Washburn County**		)ss	
Secretary for Naterra Land, Inc., a Minnesch Emporation of the known to be the person who executed the foregoing instrument and acknowledged the same in belief of said corporation by authority of its Board of Directors and said Terry Gibbs acknowledged said instrument to be the free sat and deed of said corporation.  **OBL**  Notary Public, Washburn County*	COUNTY OF WASHBURN	)	
Secretary for Naterra Land, Inc., a Minnesch Emporation of the known to be the person who executed the foregoing instrument and acknowledged the same in belief of said corporation by authority of its Board of Directors and said Terry Gibbs acknowledged said instrument to be the free sat and deed of said corporation.  **OBL**  Notary Public, Washburn County*	Personally came before t	me this /	The Manust 2005 the above named Terry Gibbs as Assistant
Gibbs acknowledged said instrument to be the free count deed of said corporation.  Notary Public, Washburn County			reporation to see known to be the person who executed the foregoing
Gibbs acknowledged said instrument to be the free count deed of said corporation.    Company Public, Washburn County   C	instrument and acknowledged the	same in	be all the said entering by authority of its Board of Directors and said Terry
Notary Public, Washburn County			
	5	19	
		\	Janes J. Junes
My Corpuscion every 20, 2006			
wy Commission expires: January 29, 2000			My Commission expires: January 29, 2006
its consent, be responsible for the enforcement of any of the provisions and shall be held harmless by any owner seeking to enforce any of the Covenants, Conditions and Restrictions.  RURAL AMERICAN BANK - LUCK			and Restrictions.
RORAL BOYCAGCAN BANK - LUCK			RORAL DIVERGICAN BANK - LUCK
BY: Rowe Some			BY! Kenne Samo
Charve Spencer			
Its: President			
STATE OF WISCONSIN )	STATE OF WISCONSIN	)	
O )ss	$\Omega$	)ss	
COUNTY OF VOIK )	COUNTY OF POIK	)	
Personally came before me this 15 day of August, 2005, Charvey Spencer, as President of Rural American Bank - Luck, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors and said Charvey Spencer acknowledged said instrument to be the free act and deed of said corporation.	Bank - Luck, and that the foregoing	ng instrun	nent was signed in behalf of said corporation by authority of its Board of
Tating (Illatter			tatina ( 11 latter
Notary Public, Polk County			Notary Public, Polk County
My Commission expires: 5-10-2009			· · · · · · · · · · · · · · · · · · ·

This Instrument Was Drafted By: James P. Gobel, Broker, Naterra Land of Wisconsin, Inc 718 North River Street Spooner, WI 54801



## EXHIBIT A TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

### ROAD MAINTENANCE AGREEMENT

The parties, consisting of the owners of each and every lot within the "Crazy Horse Lake" subdivision in the Town of Ojibwa, Sawyer County, Wisconsin, as those lands are described in Declaration of Covenants, Conditions, and Restrictions, are co-owners of four separate and distinct easement accesses in the nature of private rights-of-way, see Addendum A to Road Maintenance Agreement attached hereto, through said subdivision. These private roads are depicted on the attached map, which is made a part of this agreement.

Road 1, which shall be named at a later date, shall benefit Lots 25 through 30 and Lot 33 as shown on Certified Survey Map No. 7076 recorded in Volume 27, page 175 as Document No. 332513 and on Certified Survey Map No. 7077, recorded in Volume 27, page 177 as Document No. 332514, and on Certified Survey Map No. 7078, recorded in Volume 27, page 179 as Document No. 332515.

Road 2, which shall be named at a later date, shall benefit Lots 1 through 9 and 53-54 as shown on Certified Survey Map No. 7068, recorded in Volume 27, page 159 as Document No. 332505, and on Certified Survey Map No. 7069, recorded in Volume 27, page 161 as Document No. 332506, and on Certified Survey Map No. 7070, recorded in Volume 27, page 163 as Document No. 332507. Lots 3,4 and 5 commonly share a 30-foot wide private ingress-egress and utility easement and are solely responsible for the maintenance of said road.

Road 3, which shall be named at a later date, shall benefit Lots 10 through 13, and 46 through 50 as shown on Certified Survey Map No. 7071, recorded in Volume 27, page 165 as Document No. 332508, and on Certified Survey Map No. 7072, recorded in Volume 27, page 167 as Document No. 332509, and on Certified Survey Map No. 7081, recorded in Volume 27, page 185 as Document No. 332518, and on Certified Survey Map No. 7082, recorded in Volume 27, page 187 as Document No. 332519.

Road 4, which shall be named at a later date, shall benefit Lots 14 through 23, and 34 through 44 as shown on Certified Survey Map No. 7072, recorded in Volume 27, page 167 as Document No. 332509, and on Certified Survey Map No. 7073, recorded in Volume 27, page 169 as Document No. 332510, and on Certified Survey Map No. 7074, recorded in Volume 27, page 171 as Document No. 332511, and on Certified Survey Map No. 7075, recorded in Volume 27, page 173 as Document No. 332512, and on Certified Survey Map No. 7079, recorded in Volume 27, page 181 as Document No. 332516, and on Certified Survey Map No. 7080, recorded in Volume 27, page 183 as Document No. 332517.

In specific, the parties owning lots serviced by "Road 1" have rights and obligations limited exclusively to said road, and the parties owning lots serviced by "Road 2" have rights and obligations limited exclusively to said road, and the parties owning lots serviced by "Road 3" have rights and obligations limited exclusively to said road, and the parties owning lots serviced by "Road 4" have rights and obligations limited exclusively to said road.

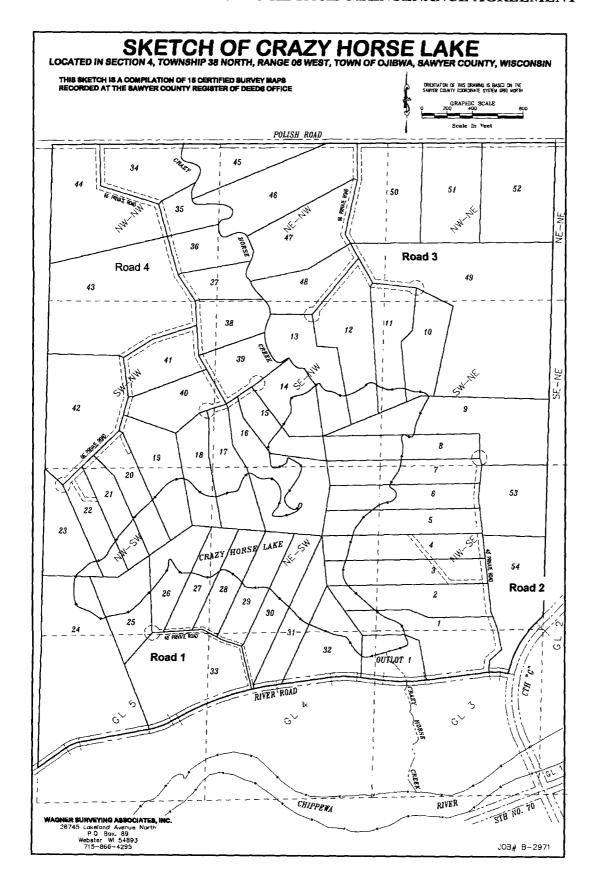
The parties agree to share the costs and expenses of maintaining and repairing the private road servicing their lot(s), commencing on the date of the last sale of the lots serviced by said private road or the completion of the construction of said road, whichever occurs last, as follows:

- 1. Maintenance and Repairs Defined. The repairs and maintenance to be undertaken and performed under this agreement will exclusively include the following: snow plowing, snow removal, treatment with salt, sand or gravel, re-graveling / re-surfacing, grading, filling of potholes. Any additional repairs or maintenance deemed necessary or advisable, but not included within the maintenance and repair specified above, will not be undertaken under this agreement except with the express written consent of each of the parties and an assumption by each in writing of their proportionate share of financial liability for the cost of such additional repairs or maintenance.
- 2. Limits of Liability. The parties agree to bear the costs and expenses of repairs and maintenance authorized pursuant to and during the term of this agreement as follows: Each party to this agreement shall bear the percentage of the total costs incurred for repair and maintenance of the private road attributable to said party's lot(s). The costs attributed to a party who is an owner of a lot serviced by "Road 1" shall be calculated by dividing the number of lots said party owns which are serviced by "Road 1" by the total number of lots in the subdivision serviced by "Road 1", e.g. 9 lots. Costs attributed to a party who is an owner of a lot serviced by "Road 2" shall be calculated by dividing the number of lots said party owns which are serviced by "Road 2" by the total number of lots in the subdivision service by "Road 2", e.g. 11 lots and so on for each road. [E.G., if a party owns 1 of 10 total lots, then the party is liable for 1/10 of the total costs.]

Damage to these private roads resulting from operations other than normal, ordinary usage, shall be the responsibility of the party causing such damage and said party shall be responsible for returning the private road to its condition prior to such abnormal, extraordinary usage. Examples of abnormal, extraordinary usage are logging, home construction / excavating, excessive ATV usage.

- 3. *Indemnity*. Each of the parties indemnifies and holds the other harmless from any and all liability for injury to himself or herself or damage to his or her property when such damage results from, arises out of, or is attributable to any maintenance or repair undertaken pursuant to this agreement.
- 4. Duration of Agreement. This Agreement shall run with the land and will be binding on and will inure to the benefit of the parties, their heirs, successors, grantees, and assigns.
- 5. Termination of Agreement. The duties and obligations set forth in this agreement shall continue until such time as (a) the private road is adopted as a Town or County road; or (b) the parties to this agreement, or their heirs, successors, grantees, and assigns, by <u>unanimous</u> written consent, execute a written agreement modifying or eliminating the terms of this agreement. Developer in no way implies by this paragraph that the private road as constructed and covered by this Road Maintenance Agreement will be adopted as a Town or County Road.

# ADDENDUM A TO CRAZY HORSE LAKE ROAD MAINTENANCE AGREEMENT



#### **Document Number**

real estate:

## Third Amendment to Declaration of Covenants, Conditions and Restrictions

The Declaration of Covenants, Conditions and Restrictions dated August 12, 2005 and recorded August 29, 2005 in the office of the Register of

Deeds for Sawyer County, Wisconsin as Document Number 332945, amended on August 15, 2006, recorded on August 24, 2006 as Document Number 341110, and further amended on September 29, 2006, recorded on October 4, 2006 as Document Number 342058 on the following described

PAULA CHISSER
REGISTER OF DEEDS SAWYER COUNTY, WI
10/15/2007 08:00AM
REC FEE: 31.00

349639

PAGES 11

Return to:

Naterra Land, Inc. 514 Service Road Spooner, WI 54801

Parcel ID: \_\_\_

See Attached

Lots 1, 2 and 54 of Certified Survey Map No. 7068, recorded in Volume 27, Page 159 as Document No. 332505,

Lots 3, 4, 5 and 6 of Certified Survey Map No. 7069, recorded in Volume 27, Page 161 as Document No. 332506,

Lots 7, 8, 9 and 53 of Certified Survey Map No. 7070, recorded in Volume 27, Page 163 as Document No. 332507, Lots 10, 11, 12 and 49 of Certified Survey Map No. 7071, recorded in Volume 27, Page 165 as Document No. 332508,

Lots 13, 14, 15 and 39 of Certified Survey Map No. 7072, recorded in Volume 27, Page 167 as Document No. 332509,

Lots 16, 17 and 18 of Certified Survey Map No. 7073, recorded in Volume 27, Page 169 as Document No. 332510,

Lots 19, 20, 40 and 42 of Certified Survey Map No. 7074, recorded in Volume 27, Page 171 as Document No. 332511,

Lots 21, 22 and 23 of Certified Survey Map No. 7075, recorded in Volume 27, Page 173 as Document No. 332512,

Lots 24 and 25 of Certified Survey Map No. 7076, recorded in Volume 27, Page 175 as Document No. 332513,

Lots 26, 27, 28 and 33 of Certified Survey Map No. 7077, recorded in Volume 27, Page 177 as Document No. 332514,

Lots 29, 30, 31 and 32 of Certified Survey Map No. 7078, recorded in Volume 27, Page 179 as Document No. 332515,

Lots 34, 35, 36 and 44 of Certified Survey Map No. 7079, recorded in Volume 27, Page 181 as Document No. 332516,

Lots 37, 38, 41 and 43 of Certified Survey Map No. 7080, recorded in Volume 27, Page 183 as Document No. 332517,

Lots 45, 46, 47 and 48 of Certified Survey Map No. 7081, recorded in Volume 27, Page 185 as Document No. 332518,

Lots 50, 51 and 52 of Certified Survey Map No. 7082, recorded in Volume 27, Page 187 as Document No. 332519, all in Section 4, Township 38 North, Range 6 West, Town of Ojibwa, Sawyer County, Wisconsin.

ARE HEREBY AMENDED PURSUANT TO THE PROVISIONS OF ARTICLE VIII OF SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS FOLLOWS:

31

## EXHIBIT A TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

## **ROAD MAINTENANCE AGREEMENT**

#### is amended to read:

Effective this day of September, 2007, the parties, consisting of the owners of each and every lot within the "Crazy Horse Lake" subdivision in the Town of Ojibwa, Sawyer County, Wisconsin, as those lands are described in Declaration of Covenants, Conditions, and Restrictions, are co-owners of four separate and distinct easement accesses in the nature of private rights-of-way, see Addendum A to Road Maintenance Agreement attached hereto, through said subdivision. These private roads are depicted on the attached map, which is made a part of this agreement.

Road 1, known as Crazy Horse Shores, shall benefit Lots 25 through 30 and Lot 33 as shown on Certified Survey Map No. 7076 and on Certified Survey Map No. 7077, and on Certified Survey Map No. 7078. As Lot 25 has been combined with Lot 26 as one lot by the Declarant, the costs to maintain the road shall be divided among six (6) owners. If at some future time, a road is completed to Lot 25, or a second residence is built on either Lot 25 or Lot 26 or the lot is conveyed separately from Lot 26, then the number of lots among which maintenance costs are divided shall be increased to seven (7).

Road 2, known as Western Breeze, shall benefit Lots 1 through 9 and 53-54 as shown on Certified Survey Map No. 7068, and on Certified Survey Map No. 7069, and on Certified Survey Map No. 7070. The costs to maintain the road shall be divided among eleven (11) owners. Lot 49 is combined with Lot 9. In the event that Lot 49 is conveyed separately from Lot 9, and Lot 49 crosses Western Breeze for ingress-egress purposes, then the maintenance costs will be divided among twelve (12) owners. Lots 3, 4 and 5 commonly share a 30-foot wide private ingress-egress and utility easement and are solely responsible for the maintenance of said driveway.

Road 3, known as Northern Shores Way and Cedar Court, shall benefit Lots 10 through 13, and 46 through 48 and Lot 50 as shown on Certified Survey Map No. 7071, and on Certified Survey Map No. 7081, and on Certified Survey Map No. 7082. Lots 10 and 11 are combined by the Declarant as one lot and the cost to maintain Northern Shores Way and Cedar Court will be divided among the seven (7) lots. Should Lot 11 be conveyed separately from Lot 10 then the maintenance costs shall be divided among eight (8) lots; or should Lot 49 seek ingress-egress access across Road 3, then the number of lots among which the maintenance costs shall be divided shall increase by one (1).

Road 4, known as Horse Creek Trail, Bear Tree Lane and Whitetail Circle, shall benefit Lots 14 through 23, and 34 through 44 as shown on Certified Survey Map No. 7072, and on Certified Survey Map No. 7073, and on Certified Survey Map No. 7074, and on Certified Survey Map No. 7075 and on Certified Survey Map No. 7080. Lots 20, 21, 22, 23 and 42 have been combined by the Declarant as one lot, Lots 40 and 41 have been combined as one lot and Lots 36 and 37 have been combined as one lot. The cost to maintain Horse Creek Trail, Bear Tree Lane and Whitetail Circle will be divided among fifteen (15) lots. Should any lot which has been combined by the Declarant be split from the grouping so combined, and conveyed to another party, and should such lot require the construction of a road with engineering as required in the Second Amendment to Declaration of Covenants, Conditions and Restrictions, Article IX, dated September 29, 2006 and recorded October 4, 2006 as Document Number 342058, then the number of lots among which maintenance is split will increment by one (1) for each lot so split from the combined group.

These private roads and driveways as laid out in the attached Addendum A to this Road Maintenance Agreement, as amended, have been constructed by the Declarant as of the date of this amendment. The cost to engineer and construct private roads to previously combined lots pursuant to the Second Amendment to Declaration of Covenants, Conditions and Restrictions shall be bourn by the owner(s) of said previously combined lots. Lot Numbers 24 (See first amendment to Covenants) 31, 32, 45, 51 and 52, shall access their lots from the public roads which those lots abut.

In specific, the parties owning lots serviced by "Road 1" have rights and obligations limited exclusively to said road, and the parties owning lots serviced by "Road 2" have rights and obligations limited exclusively to said road, and the parties owning lots serviced by "Road 3" have rights and obligations limited exclusively to said road, and the parties owning lots serviced by "Road 4" have rights and obligations limited exclusively to said road.

The parties agree to share the costs and expenses of maintaining and repairing the private road servicing their lot(s), commencing on the date of the last sale of the lots serviced by said private road or the completion of the construction of said road, whichever occurs last, as follows:

- 1. Maintenance and Repairs Defined. The repairs and maintenance to be undertaken and performed under this agreement will exclusively include the following: snow plowing, snow removal, treatment with salt, sand or gravel, re-graveling / re-surfacing, grading, filling of potholes. Any additional repairs or maintenance deemed necessary or advisable, but not included within the maintenance and repair specified above, will not be undertaken under this agreement except with the express written consent of each of the parties and an assumption by each in writing of their proportionate share of financial liability for the cost of such additional repairs or maintenance.
- 2. Limits of Liability. The parties agree to bear the costs and expenses of repairs and maintenance authorized pursuant to and during the term of this agreement as follows: Each party to this agreement shall bear the percentage of the total costs incurred for repair and maintenance of the private road attributable to said party's lot(s). The costs attributed to a party who is an owner of a lot serviced by "Road 1" shall be calculated by dividing the number of lots said party owns which are serviced by "Road 1" by the total number of lots in the subdivision serviced by "Road 1", e.g. 9 lots. Costs attributed to a party who is an owner of a lot serviced by "Road 2" shall be calculated by dividing the number of lots said party owns which are serviced by "Road 2" by the total number of lots in the subdivision service by "Road 2", e.g. 11 lots and so on for each road. [E.G., if a party owns 1 of 10 total lots, then the party is liable for 1/10 of the total costs.]

Damage to these private roads resulting from operations other than normal, ordinary usage, shall be the responsibility of the party causing such damage and said party shall be responsible for returning the private road to its condition prior to such abnormal, extraordinary usage. Examples of abnormal, extraordinary usage are logging, home construction / excavating, excessive ATV usage.

- 3. *Indemnity*. Each of the parties indemnifies and holds the other harmless from any and all liability for injury to himself or herself or damage to his or her property when such damage results from, arises out of, or is attributable to any maintenance or repair undertaken pursuant to this agreement.
- 4. Duration of Agreement. This Agreement shall run with the land and will be binding on and will inure to the benefit of the parties, their heirs, successors, grantees, and assigns.
- 5. Termination of Agreement. The duties and obligations set forth in this agreement shall continue until such time as (a) the private road is adopted as a Town or County road; or (b) the parties to this agreement, or their

heirs, successors, grantees, and assigns, by <u>unanimous</u> written consent, execute a written agreement modifying or eliminating the terms of this agreement. Developer in no way implies by this paragraph that the private road as constructed and covered by this Road Maintenance Agreement will be adopted as a Town or County Road.

IN WITNESS WHEREOF, the Parties have executed this Agreement, by their duly authorized representatives, on the Effective Date.

NATERRA LAND, INC., A MINNESOTA CORPORATION

By: Reuben Johnson

Its: Assistant Vice President

## **ACKNOWLEDGEMENT**

COUN	TY OF _	WASHBARN	) SS _ )					
	On this	18th day of Sept	tember 2007 bei	fore me a notai	ry public with	nin and for sa	aid county, p	personally
appeare	ed Reuber	Johnson, to me b	eing to me kno	wn to be the A	ssistant Vice	President of	Naterra Lar	nd, Inc., a
corpora	ation unde	er the laws of the S	tate of Minneso	ota, and a foreg	oing instrum	ent, was sign	ied on behal	f of said
corpora	ition by ai	thority of its Boar	rd of Directors a	and said Reube	en Johnson ac	cknowledged	said instrur	nent to b

Linda J. Rieman

Washburn County Notary Public

COUNTY OF POIK

STATE OF WISCONSIN

My commission expires: January 10, 2010

the free act and deed of said corporation.

Mortgagee does hereby consent to the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions for Crazy Horse. Mortgagee shall not, by its consent, be responsible for the enforcement of any of the provisions and shall be held harmless by any owner seeking to enforce any of the Covenants, Conditions and Restrictions.

RURAL AMERICAN BANK - LUCK

BY: Charve Spencer

Its/President

STATE OF WISCONSIN

)

Personally came before me this <u>20</u> day of <u>S</u> of Rural American Bank - Luck, and that the foregoing Thir and Restrictions for Crazy Horse was signed on behalf of sa and said Charvey Spencer acknowledged said instrument to	id corporation by authority of its Board of Directors
NO NOTARY SEAL	Notary Public, County  My Commission expires: 5-10-2009

Mortgagee does hereby consent to the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions for Crazy Horse. Mortgagee shall not, by its consent, be responsible for the enforcement of any of the provisions and shall be held harmless by any owner seeking to enforce any of the Covenants, Conditions and Restrictions.

M&I Bank

BY: Manya Swope

Tawnya Swope

Its: Mortgage Banking Officer

STATE OF WISCONSIN

)ss

COUNTY OF MMAthon

Demonstrate and the control of Santan and Santan

Personally came before me this \_28 day of \_September\_\_\_\_, 2007, Tawnya Swope, Mortgage Banking Officer of M&I Bank.

Notary Public, Manathon Cou My Commission expires: 1-18-09 Mortgagee does hereby consent to the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions for Crazy Horse. Mortgagee shall not, by its consent, be responsible for the enforcement of any of the provisions and shall be held harmless by any owner seeking to enforce any of the Covenants, Conditions and Restrictions.

M&I Bank

Its: Mortgage Banking Officer

STATE OF WISCONSHY

COUNTY OF Henryin )ss

Personally came before me this 21 day of Systember, 2007, Chad Holz, Mortgage Banking

Officer of M&I Bank.

AARON D. JONES Notary Public-State of Minnesota My Continission Expires January 31, 2012

Notary Public, \_\_

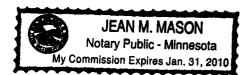
County

My Commission expires:

Aaron Williams

## ACKNOWLEDGMENT

STATE OF Minnesota COUNTY OF Honnepen	
This Third Amendment to Declaration of Covenants, Cacknowledged before me on Sept - 281H Williams.	Conditions and Restrictions for Crazy Horse was, 2007 by Aaron Williams and Cassandra Bol



(Name of notary public)

Notary Public, State of Minnesota

My commission expires: Jan 31, 2010

Ellen Carpenter

Dana Teske

## **ACKNOWLEDGMENT**

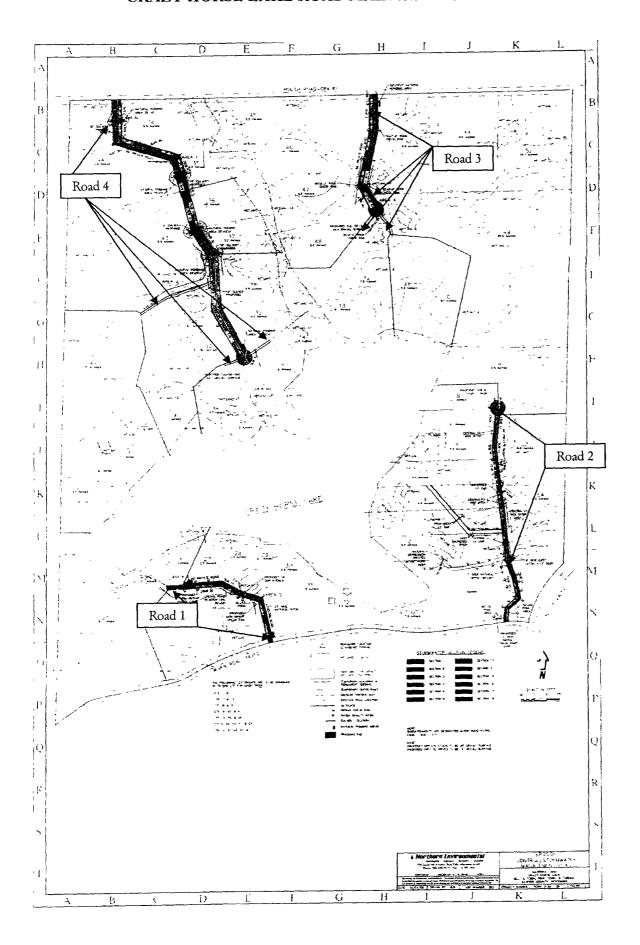
STATE OF	Wisconsin	
COUNTY OF	Sanyer	_

(Name of notary public)

Notary Public, State of Munesola My commission expires: 1-31-2010



# ADDENDUM A TO CRAZY HORSE LAKE ROAD MAINTENANCE AGREEMENT



## TAX PARCEL NUMBERS

020-638-04 5302	1
020-638-04 4201	2
020-638-04 4203	3
020-638-04 4204	4
020-638-04 4205	5
020-638-04 4206	6
020-638-04 4202	7
020-638-04 1301	8
020-638-04 1302	9
020-638-04 1303	10
020-638-04 1304	11
020-638-04 2401	12
020-638-04 2402	13
020-638-04 2403	14
020-638-04 2404	15
020-638-04 2405	16
020-638-04 2406	17
020-638-04 3201	18
020-638-04 3202	19
020-638-04 3203	20
020-638-04 3204	21
020-638-04 3205	22
020-638-04 3206	23
020-638-04 3207	24
020-638-04 3208	25
020-638-04 3209	26
020-638-04 3210	27
020-638-04 3101	28

DLIG	
020-638-04 3102	29
020-638-04 3103	30
020-638-04 3104	31
020-638-04 5401	32
020-638-04 5501	33
020-638-04 2201	34
020-638-04 2202	35
020-638-04 2203	36
020-638-04 2105	37
020-638-04 2407	38
020-638-04 2408	39
020-638-04 2301	40
020-638-04 2302	41
020-638-04 2303	42
020-638-04 2204	43
020-638-04 2205	44
020-638-04 2101	45
020-638-04 2102	46
020-638-04 2103	47
020-638-04 2104	48
020-638-04 1305	49
020-638-04 1201	50
020-638-04 1202	51
020-638-04 1203	52
020-638-04 4207	53
020-638-04 4208	54

This Instrument was drafted by: Scott W. Cisney, Broker Naterra Land of Wisconsin, Inc. 514 Service Road Spooner, WI 54801 Document Number

following described real estate:

## Amendment to Declaration of Covenants, Conditions and Restrictions

The Declaration of Covenants, Conditions and Restrictions dated August

12, 2005 and recorded August 29, 2005 in the office of the Register of Deeds for Sawyer County, Wisconsin as Document Number 332945 on the

PAULA CHISSER SAWYER COUNTY, WI REGISTER OF DEEDS

341110

08/24/2006 9:30 AM

RECORDING FEE

17.00

Pages

4

Return to: Naterra Land, Inc. 514 Service Road

Parcel ID: Sec Attached List

Spooner, WI 54801

Lots 1, 2 and 54 of Certified Survey Map No. 7068, recorded in Volume 27, Page 159 as Document No. 332505,

Lots 3, 4, 5 and 6 of Certified Survey Map No. 7069, recorded in Volume 27, Page 161 as Document No. 332506,

Lots 7, 8, 9 and 53 of Certified Survey Map No. 7070, recorded in Volume 27, Page 163 as Document No. 332507, Lots 10, 11, 12 and 49 of Certified Survey Map No. 7071, recorded in Volume 27, Page 165 as Document No. 332508,

Lots 13, 14, 15 and 39 of Certified Survey Map No. 7072, recorded in Volume 27, Page 167 as Document No. 332509,

Lots 16, 17 and 18 of Certified Survey Map No. 7073, recorded in Volume 27, Page 169 as Document No. 332510,

Lots 19, 20, 40 and 42 of Certified Survey Map No. 7074, recorded in Volume 27, Page 171 as Document No. 332511,

Lots 21, 22 and 23 of Certified Survey Map No. 7075, recorded in Volume 27, Page 173 as Document No. 332512,

Lots 24 and 25 of Certified Survey Map No. 7076, recorded in Volume 27, Page 175 as Document No. 332513,

Lots 26, 27, 28 and 33 of Certified Survey Map No. 7077, recorded in Volume 27, Page 177 as Document No. 332514,

Lots 29, 30 and 31 of Certified Survey Map No. 7078, recorded in Volume 27, Page 179 as Document No. 332515,

Lots 34, 35, 36 and 44 of Certified Survey Map No. 7079, recorded in Volume 27, Page 181 as Document No. 332516,

Lots 37, 38, 41 and 43 of Certified Survey Map No. 7080, recorded in Volume 27, Page 183 as Document No. 332517,

Lots 45, 46, 47 and 48 of Certified Survey Map No. 7081, recorded in Volume 27, Page 185 as Document No. 332518,

Lots 50, 51 and 52 of Certified Survey Map No. 7082, recorded in Volume 27, Page 187 as Document No. 332519, all in Section 4, Township 38 North, Range 6 West, Town of Ojibwa, Sawyer County, Wisconsin.

ARE HEREBY AMENDED PURSUANT TO THE PROVISIONS OF ARTICLE VIII OF SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS FOLLOWS:

# ARTICLE IX STORM WATER INFILTRATION BASIMMAINTENANCE

Owners of the property herein described and located within the Crazy Horse Lake Subdivision are responsible for maintenance of the Storm Water Infiltration Basins located on their lots as shown on the storm water plan approved by the Wisconsin Department of Natural Resources..

General maintenance of the Storm Water Infiltration Basins consists of periodically trimming grass growing in and around the Infiltration Basins to prevent brush and tree saplings from growing back in the area. If the Infiltration Basin has pipe inlets and outlets, keep these clear of debris to allow for property drainage.

## ARTICLE X LOT 24 BUILDING SITE

Lot 24 requires the installation of a storm water basin that this Declarant has determined it will not install. This lot is therefore deemed to not have an approved building site. At such time as any owner other than the Declarant wishes to build on this lot, that subsequent owner must consult with a storm water engineer to design and have approved a storm water basin adequate to protect the wetland located in part on this lot.

## ARTICLE XI DRIVEWAY CULVERTS

Owners must install galvanized culverts of 18 inches in diameter when building driveways from the private road to their building sites. General maintenance of the culverts consists of periodically clearing the inlets and outlets of debris to allow for proper flow of run-off.

## ARTICLE IV SNOWMOBILE TRAIL

A snowmobile easement has been established along the East boundary of the subdivision, crossing Lots 9,	49, 52 –
54.	
Dated this	

NATERRA LAND, INC., A MINNESOTA CORPORATION

By: Reuben Johnson
Its: Assistant Vice President

STATE OF WISCONSIN )

COUNTY OF WASHRUPN )

On this 15th day of July 2006 before me a notary public within and for said county, personally appeared Reuben Johnson, to me being to me known to be the Assistant Vice President of Naterra Land, Inc., a corporation under the laws of the State of Minnesota, and a foregoing instrument, was signed on behalf of said corporation by

Finle & Cheman	UBLIC &
Linda J. Rieman Washburn County Notary Public My commission expires: January 10, 2010	OF WEO
OWNERS OF LOT 28:  Donglas Mathison	X Ruy la Hurin Stacey Mathron
STATE OF MN ) ss COUNTY OF Sherburne.	
Personally came before me this 9th day of August, 20 Mathison to me known to be the person who executed the person who execute	
(Print Name)	IFER K SCHMIEGE Notary Public Minnesota sion Expires January 31, 2011
Mortgagee does hereby consent to the foregoing Amend Mortgagee shall not, by its consent, be responsible for the harmless by any owner seeking to enforce any of the Co	ne enforcement of any of the provisions and shall be held
	RURAL AMERICAN BANK - LUCK  BY:  Chapley Spender  Its: President
STATE OF WISCONSIN ) COUNTY OF POLK )ss	its: President
Personally came before me this day of of Rural American Bank - Luck, and that the foregoing is authority of its Board of Directors and said Charvey Speedeed of said corporation.	August, 2006, Charvey Spencer, as President instrument was signed in behalf of said corporation by encer acknowledged said instrument to be the free act and Notary Public, Pow County
This Instrument was drafted by: Scott W. Cisney, Broker Naterra Land of Wisconsin, Inc. 718 N. River Street Spooner, WI 54801	My Commission expires: 5-10-2009

## Parcel Numbers

50	+
51	
52	+
8	7
9	7
10	7
11	7
49	7
45	-
46	7
47	7
48	7
37	7
34	7
35	7
36	
43	7
44	
40	<b>—</b>
41	
42	7
12	7
13	7
14	<b>─</b> }
15	7
16	7
17	7
38	
	51 52 8 9 10 11 49 45 46 47 48 37 34 35 36 43 44 40 41 42 12 13 14 15 16 17

020-638-04 2408	39	}
020-638-04 3101	28	7
020-638-04 3102	29	7
020-638-04 3103	30	7
020-638-04 3104	31	7
020-638-04 3201	18	7
020-638-04 3202	19	7
020-638-04 3203	20	7
020-638-04 3204	21	7
020-638-04 3205	22	-
020-638-04 3206	23	7
020-638-04 3207	24	1
020-638-04 3208	25	+
020-638-04 3209	26	1
020-638-04 3210	27	7
020-638-04 4201	2	*
020-638-04 4202	7	-
020-638-04 4203	3	
020-638-04 4204	4	
020-638-04 4205	5	-
020-638-04 4206	6	_
020-638-04 4207	53	7
020-638-04 4208	54	7
020-638-04 5302	1	7
020-638-04 5501	33	†

**Document Number** 

following described real estate:

## Second Amendment to Declaration of Covenants, Conditions and Restrictions

The Declaration of Covenants, Conditions and Restrictions dated August

12, 2005 and recorded August 29, 2005 in the office of the Register of Deeds for Sawyer County, Wisconsin as Document Number 332945 on the

PAULA CHISSER SAWYER COUNTY, WI REGISTER OF DEEDS

342058

10/04/2006 9:30 AM

RECORDING FEE

17.00

Pages

4

Return to: Naterra Land, Inc
514 Service Road
Spooner, WI 54801

Parcel ID See Attached

Lots 1, 2 and 54 of Certified Survey Map No. 7068, recorded in Volume 27, Page 159 as Document No. 332505,

Lots 3, 4, 5 and 6 of Certified Survey Map No. 7069, recorded in Volume 27, Page 161 as Document No. 332506,

Lots 7, 8, 9 and 53 of Certified Survey Map No. 7070, recorded in Volume 27, Page 163 as Document No. 332507, Lots 10, 11, 12 and 49 of Certified Survey Map No. 7071, recorded in Volume 27, Page 165 as Document No. 332508,

Lots 13, 14, 15 and 39 of Certified Survey Map No. 7072, recorded in Volume 27, Page 167 as Document No. 332509,

Lots 16, 17 and 18 of Certified Survey Map No. 7073, recorded in Volume 27, Page 169 as Document No. 332510,

Lots 19, 20, 40 and 42 of Certified Survey Map No. 7074, recorded in Volume 27, Page 171 as Document No. 332511,

Lots 21, 22 and 23 of Certified Survey Map No. 7075, recorded in Volume 27, Page 173 as Document No. 332512,

Lots 24 and 25 of Certified Survey Map No. 7076, recorded in Volume 27, Page 175 as Document No. 332513,

Lots 26, 27, 28 and 33 of Certified Survey Map No. 7077, recorded in Volume 27, Page 177 as Document No. 332514,

Lots 29, 30, 31 and 32 of Certified Survey Map No. 7078, recorded in Volume 27, Page 179 as Document No. 332515,

Lots 34, 35, 36 and 44 of Certified Survey Map No. 7079, recorded in Volume 27, Page 181 as Document No. 332516,

Lots 37, 38, 41 and 43 of Certified Survey Map No. 7080, recorded in Volume 27, Page 183 as Document No. 332517,

Lots 45, 46, 47 and 48 of Certified Survey Map No. 7081, recorded in Volume 27, Page 185 as Document No. 332518,

Lots 50, 51 and 52 of Certified Survey Map No. 7082, recorded in Volume 27, Page 187 as Document No. 332519, all in Section 4, Township 38 North, Range 6 West, Town of Ojibwa, Sawyer County, Wisconsin.

ARE HEREBY AMENDED PURSUANT TO THE PROVISIONS OF ARTICLE VIII OF SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS FOLLOWS:

## ARTICLE IX, STORM WATER INFILTRATION BASIN MAINTENANCE is amended to read:

Owners of the property herein described and located within the Crazy Horse Lake Subdivision are responsible for maintenance of the Storm Water Infiltration Basins located on their lots as shown on the storm water plan approved by the Wisconsin Department of Natural Resources.

General maintenance of the Storm Water Infiltration Basins consists of periodically trimming grass growing in and around the Infiltration Basins to prevent brush and tree saplings from growing back in the area. If the Infiltration Basin has pipe inlets and outlets, keep these clear of debris to allow for property drainage.

Lot 11 has been combined with Lot 10; Lots 21 through 23 and Lot 42 have been combined with Lot 20; Lots 25 and 26 have been combined with Lot 24; Lots 49, 50 through 52 have been combined with Lot 9; Lot 37 has been combined with Lot 36 ("Combined Lot Packages"). In the event an Owner of one of the Combined Lot Packages splits a lot off for an additional building site or for sale, said owner shall be responsible for developing and implementing a DNR approved storm water management plan and shall build the roads necessary to provide access to said lot.

Dated this 294 day of September, 2006

NATERRA LAND, INC.,

A MINNESOTA CORPORATION

By: Reuben Johnson

Its: Assistant Vice President

### ACKNOWLEDGEMENT

STATE OF WISCONSIN	)
	) SS
COUNTY OF WASHBUEN	)

On this <u>29</u><sup>th</sup> day of September 2006 before me a notary public within and for said county, personally appeared Reuben Johnson, to me being to me known to be the Assistant Vice President of Naterra Land, Inc., a corporation under the laws of the State of Minnesota, and a foregoing instrument, was signed on behalf of said corporation by authority of its Board of Directors and said Reuben Johnson acknowledged said instrument to be the free act and deed of said corporation.

Linda J. Rieman

Washburn County Notary Public

My commission expires: January 10, 2010



Mortgagee does hereby consent to the foregoing Amendment to Covenants, Conditions and Restrictions. Mortgagee shall not, by its consent, be responsible for the enforcement of any of the provisions and shall be held harmless by any owner seeking to enforce any of the Covenants, Conditions and Restrictions.

Its: President

STATE OF WISCONSIN

COUNTY OF

Personally came before me this 29th day of September, 2006, Charvey Spencer, as President of Rural American Bank - Luck, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors and said Charvey Spencer acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires:

This Instrument was drafted by: Scott W. Cisney, Broker

Naterra Land of Wisconsin, Inc.

718 N. River Street Spooner, WI 54801

## TAX PARCEL NUMBERS

020-638-04 5302	1
020-638-04 4201	2
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020-638-04 4205	5
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020-638-04 1301	8
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020-638-04 1303	10
020-638-04 1304	11
020-638-04 2401	12
020-638-04 2402	13
020-638-04 2403	14
020-638-04 2404	15
020-638-04 2405	16
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020-638-04 3205	22
020-638-04 3206	23
020-638-04 3207	24
020-638-04 3208	25
020-638-04 3209	26
020-638-04 3210	27

020-638-04 3102	29
020-638-04 3103	30
020-638-04 3104	31
020-638-04 5501	33
020-638-04 2201	34
020-638-04 2202	35
020-638-04 2203	36
020-638-04 2105	37
020-638-04 2407	38
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020-638-04 2103	47
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020-638-04 1201	50
020-638-04 1202	51
020-638-04 1203	52
020-638-04 4207	53
020-638-04 4208	54