


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

Document Number

	
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PAULA CHISSER	
REGISTER OF DEEDS SAWYER COUNTY, WI	
10/15/2007	08:00AM
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PAGES 11	
Return to:	Naterra Land, Inc. 514 Service Road Spooner, WI 54801

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 real estate:

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:

EXHIBIT A TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

ROAD MAINTENANCE AGREEMENT

is amended to read:

Effective this 18th 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. 7072, 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. 7079, 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 borne 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.

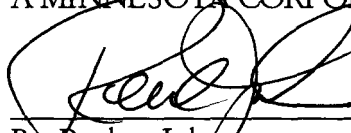
4. *Duration of Agreement.* This Agreement shall run with the land and will be binding on and will inure to the benefit of the parties, their heirs, successors, grantees, and assigns.

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 unanimous 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.

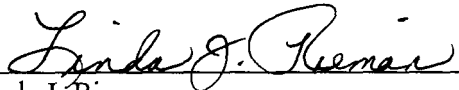
NATERRA LAND, INC.,
A MINNESOTA CORPORATION

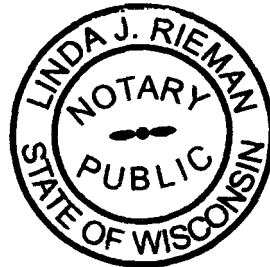

By: Reuben Johnson
Its: Assistant Vice President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
COUNTY OF WASHBURN) SS

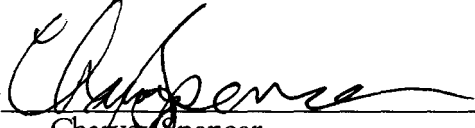
On this 18th day of September 2007 before me a notary public within and for said county, personally appeared Reuben Johnson, to me being to me known to be the Assistant Vice President of Naterra Land, Inc., a corporation under the laws of the State of Minnesota, and a foregoing instrument, was signed 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 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)
COUNTY OF POIK) SS

Personally came before me this 20 day of September, 2007, Charvey Spencer, as President of Rural American Bank - Luck, and that the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions for Crazy Horse was signed on 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.

NO NOTARY SEAL

Patricia C Matthe
Notary Public, Polk 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.



STATE OF WISCONSIN

COUNTY OF Marathon

)
)ss
)

M&I Bank

BY: Tawnya Swope
Tawnya Swope
Its: Mortgage Banking Officer

Personally came before me this 28th day of September, 2007, Tawnya Swope, Mortgage Banking Officer of M&I Bank.

Jennifer M. Anne
Notary Public, Marathon County
My Commission expires: 2-18-09

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.

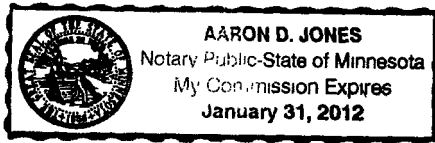
M&I Bank

BY: _____

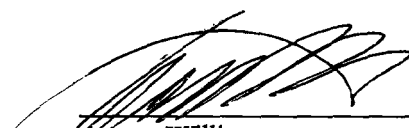
[Signature]
Chad Holz
Its: Mortgage Banking Officer

STATE OF Minnesota)
~~WISCONSIN~~)
COUNTY OF Hennepin)ss

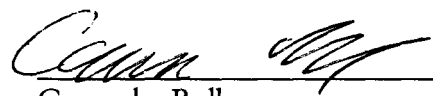
Personally came before me this 21 day of September, 2007, Chad Holz, Mortgage Banking Officer of M&I Bank.



[Signature]
Notary Public, Hennepin County
My Commission expires: 1/31/2012



Aaron Williams

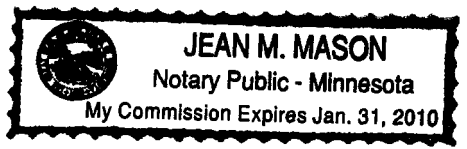


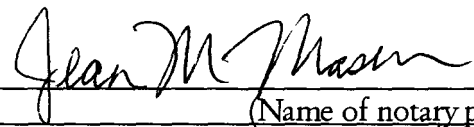
Cassandra Boll

ACKNOWLEDGMENT

STATE OF Minnesota
COUNTY OF Hennepin

This Third Amendment to Declaration of Covenants, Conditions and Restrictions for Crazy Horse was acknowledged before me on Sept. 28TH, 2007 by Aaron Williams and Cassandra Boll Williams.





(Name of notary public)
Notary Public, State of Minnesota
My commission expires: Jan 31, 2010

Ellen Carpenter
Ellen Carpenter
Dana Teske
Dana Teske

ACKNOWLEDGMENT

STATE OF Wisconsin
COUNTY OF Sawyer

This Third Amendment to Declaration of Covenants, Conditions and Restrictions for Crazy Horse was acknowledged before me on 9/24, 2007 by Ellen Carpenter and Dana Teske.

Shelley D. Wilde
(Name of notary public)
Notary Public, State of Minnesota
My commission expires: 1-31-2010



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
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020-638-04 1201	50
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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