

EIGHTH AMENDMENT TO WATERSTONE AND NINTH AMENDMENT TO STONE GATE LAKE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Document Number

Title of Document

DOCUMENT # 709424

RECORDED
June 11, 2015 2:10 PM
CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI
FEE AMOUNT: \$30.00

TOTAL PAGES: 19

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Name and Return Address:

Pavloski Development, LLC N9246 Highway 80 South Suite #4 Necedah, Wl. 54646

(Parcel Identification Number)

AMENDMENT TO WATERSTONE AND STONE GATE LAKE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment to Waterstone and Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 4th day of June, 2015.

RECITALS

WHEREAS, the Waterstone Declaration of Covenants, Conditions and Restrictions, as amended (the "Waterstone Restrictions") dated the 12th day of June, 2006, was recorded on the 21st day of June, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 650516; and an Amendment dated the 31st day of October, 2006, was recorded on the 2nd day of November, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 653781; and an Amendment dated the 29th day of April, 2008, was recorded on the 29th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665919; and the Third Amendment dated the 1st day of September, 2009, was recorded on the 1st day of September, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675324; and the Fourth Amendment dated the 1st day of October, 2009, was recorded on the 16th day of November, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676691; and the Fifth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Sixth Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Seventh Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, as amended (the "Stone Gate Lake Restrictions") dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and the First Amendment dated the 8th day of October, 2008, was recorded on the 15th day of October, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669076; and the Second Amendment dated the 12th day of August, 2009, was recorded on the 12th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675009; and the Third Amendment dated the 9th day of November, 2009, was recorded on the 2nd day of December, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676981; and the Fourth Amendment dated the 8th day of January, 2010, was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679245; and the Fifth Amendment dated the 26th day of April, 2010, was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679267; and the Sixth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Seventh Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Eighth Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and

WHEREAS, the Waterstone Restrictions and the Stone Gate Lake Restrictions cover all Lots and select Outlots within the Waterstone Subdivision, the Stone Gate Lake Subdivision, the

First Addition, Second Addition, Third Addition and Fourth Addition to Stone Gate Lake Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A attached hereto and incorporated herein by reference (Subject Property); and

WHEREAS, the Waterstone Restrictions and the Stone Gate Lake Restrictions cover additional lands in the vicinity of Waterstone Subdivision (the "Expansion Property") described on Exhibit B attached hereto; and

WHEREAS, the first page and Article XXIII of the Waterstone Restrictions provides that the Declarant or its Affiliates have the sole right to subject to the Declaration the Expansion Property, and to grant the owners of lots in the Declarant or its Affiliates' other developments the right to use certain Outlots located in Waterstone Subdivision; and

WHEREAS, SMP Development Co., LLC has transferred its rights as Declarant to its Affiliates to subject to the Declaration the Expansion Property, and to grant the owners of lots in the Affiliates' other developments the right to use certain Outlots located in Waterstone Subdivision. Great Northern Timber Company, LLC transferred its interest in Stone Gate Lake Subdivision to Stone Gate Lake Development, LLC; and

WHEREAS, Bear Paw Lake Investments, LLC; Sand Point Lake Investments, LLC; MC Farms, LLC; LD Northern Wisconsin Holdings, LLC; Stone Gate Lake Development, LLC and Juneau County Investments, Inc. are Affiliates of the Declarant ("Declarant's Affiliate"), and are the owners of Additional Expansion Property described on Exhibit C ("Additional Expansion Property") attached hereto; and

WHEREAS, the Declarant's Affiliate will be platting in the future the Additional Expansion Property described on Exhibit C and desire to allow the Lot Owners of these

Subdivision Plats to access and use the clubhouse, pool, volleyball court, playground, tennis court, basketball court, putting green, pond, beach, and parking areas ("Clubhouse Amenities") located on Outlot 8 of Waterstone Subdivision; and

WHEREAS, the Declarant's Affiliate hereby declare that the Lot Owners in the Additional Expansion Property when platted shall have the right to use the Clubhouse Amenities located on Outlot 8 of Waterstone Subdivision, and further declare that each Lot Owner in the Additional Expansion Property shall pay their pro rata share of all assessments associated with the maintenance and repair of the Clubhouse Amenities.

WHEREAS, Article XXIV of the Waterstone Restrictions provides that the Declarant's Affiliate have the sole right to amend the Restrictions prior to the conveyance of the last Lot to an Owner other than the Declarant's Affiliate; and

WHEREAS, the Declarant's Affiliate desires to identify the "Additional Expansion Property" as described in Exhibit C and amend the Waterstone Restrictions as set forth in this Amendment.

WHEREAS, the Declarant's Affiliate further desires to submit additional lands to the Stone Gate Lake Restrictions as set forth in this Amendment.

NOW, THEREFORE, the Waterstone Restrictions are hereby amended as follows:

1. The Declarant's Affiliate hereby declare that the Lot Owners in the Additional Expansion Property when platted shall have the right to use the Clubhouse Amenities located on Outlot 8 of Waterstone Subdivision. Each Lot Owner therein shall pay their pro rata share of all assessments associated with the maintenance and repair of the Clubhouse Amenities. Once platted and conveyed by the Developer, the Waterstone Waterfront Community Association, Ltd. shall separate the assessments for the Clubhouse Amenities from the general assessments and levy the pro rata portion of the Clubhouse Amenities assessments against each Lot Owner. The real estate described on Exhibit C attached hereto will be subjected to the terms of the Waterstone Declaration as set forth herein with regard to the Clubhouse Amenities, and all purchasers and their successors of any

portion of the Additional Expansion Property, and each and every conveyance of any portion of the Additional Expansion Property will be subject to the terms of this Amendment.

NOW, THEREFORE, the Stone Gate Lake Restrictions are hereby amended as follows:

1. The real estate described on Exhibit D attached hereto and further described on the Final Plat of the Fifth Addition to Stone Gate Lake attached hereto as Exhibit E (the "Fifth Addition") is subject to the terms of the Stone Gate Lake Restrictions, and Lots 93 through 110 inclusive, as set forth therein are subject to the Stone Gate Lake Restrictions, and all purchasers and their successors of any portion of the Fifth Addition, and each and every conveyance of any portion of the Fifth Addition will be, subject to such Restrictions.

IN WITNESS WHEREOF, this Amendment to the Waterstone Restrictions and Stone

Gate Lake Restrictions is executed by the Declarant's Affiliate as of the day and year first written above.

Bear Paw Lake Investments, LLC

Brad Pavloski, Member

ACKNOWLEDGMENT

| STATE OF WISCONSIN |) |
|--------------------|-----|
| |)ss |
| JUNEAU COUNTY |) |

Personally came before me this 8th day of June, 2015, the above-named Brad Pavloski, a Member of Bear Paw Lake Investments, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.

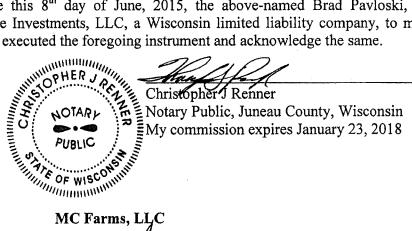
Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires January 23, 2018

| Sand Point Lake Investments, LLC |
|----------------------------------|
| |
| By: |
| Brad Pavloski, Member |

ACKNOWLEDGMENT

| STATE OF WISCONSIN |) |
|--------------------|-----|
| |)ss |
| JUNEAU COUNTY |) |

Personally came before me this 8th day of June, 2015, the above-named Brad Pavloski, a Member of Sand Point Lake Investments, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.



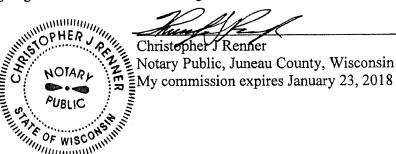
MC Farms, LLC

By: Brad Pavloski, Member

ACKNOWLEDGMENT

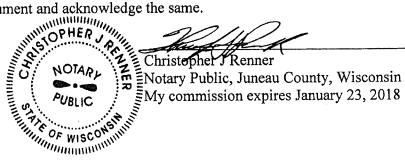
| STATE OF WISCONSIN |) |
|--------------------|-----|
| |)ss |
| JUNEAU COUNTY |) |

Personally came before me this 8th day of June, 2015, the above-named Brad Pavloski, a Member of MC Farms, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.



| | LD Northern Wisconsin Holdings, LLC |
|---|--|
| | By: Brad Pavloski, Member |
| | ACKNOWLEDGMENT |
| STATE OF WISCONSIN JUNEAU COUNTY |))ss) |
| Member of LD Northern W me known to be the person w | this 8 th day of June, 2015, the above-named Brad Pavloski, a visconsin Holdings, LLC, a Wisconsin limited liability company, to who executed the foregoing instrument and acknowledge the same. Christopher J Renner Notary Public, Juneau County, Wisconsin My commission expires January 23, 2018 |
| | Juneau County Investments, Inc. |
| | By Brad Pavloski, President |
| | ACKNOWLEDGMENT |
| STATE OF WISCONSIN |))ss |
| JUNEAU COUNTY |) |
| of Juneau County Investmen | this 8 th day of June, 2015, the above-named Brad Pavloski, Presidents, Inc., a Delaware Corporation, to me known to be the person who the person who the person who have and acknowledge the same. |

Personally came before me this 8th of Juneau County Investments, Inc executed the foregoing instrument a



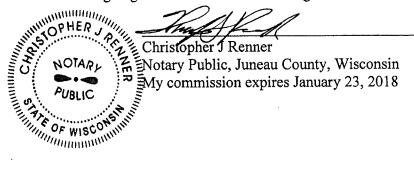
Stone Gate Lake Development, LLC

Brad Paylosk Member

ACKNOWLEDGMENT

| STATE OF WISCONSIN |) |
|--------------------|-----|
| |)ss |
| JUNEAU COUNTY |) |

Personally came before me this 8th day of June, 2015, the above-named Brad Pavloski, a Member of Stone Gate Lake Development, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.



This instrument drafted by:
Michael D. Orgeman
Lichtsinn & Haensel, s.c.
111 E. Wisconsin Avenue, Suite 1800
Milwaukee, WI 53202
(414) 276-3400

EXHIBIT A LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 through Lot 56 inclusive and Outlots 1, 2, 3, 5, 8 and 10 of Waterstone. Filed on the 7th day of June, 2006 in Volume 11 of Plats at Pages 60-64 as Document Number 650200. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 through Lot 53 inclusive and Outlot 1 through Outlot 7 inclusive of Stone Gate Lake. Filed on the 15th day of April, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 54 of the First Addition to Stone Gate Lake. Filed on the 22nd day of August, 2008 in Volume 12 of Plats at Pages 24 and 25 as Document Number 668110. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 55 through 60 inclusive of the Second Addition to Stone Gate Lake. Filed on the 7th day of January, 2010 in Volume 12 of Plats at Pages 36 and 37 as Document Number 677529. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 61 through 78 inclusive of the Third Addition to Stone Gate Lake. Filed on the 14th day of June, 2010 in Volume 12 of Plats at Pages 41-43 as Document Number 680090. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 79 through 92 inclusive of the Fourth Addition to Stone Gate Lake. Filed on the 16th day of September, 2013 in Volume 12 of Plats at Pages 67-69 as Document Number 700462. Located in the Town of Germantown, Juneau County, Wisconsin.

EXHIBIT B LEGAL DESCRIPTION OF EXPANSION PROPERTY

Outlot 1 of Juneau County Certified Survey Map No. 3879 as recorded in Volume 17 of CSM Page 50 as Document No. 662241, being a part of the Northeast Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Outlot 1 of Juneau County Certified Survey Map No. 3891 as recorded in Volume 17 of CSM Page 62 as Document No. 662727, being a part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 7 of Juneau County Certified Survey Map No. 748 as recorded in Volume 3 of CSM Page 214 as Document No. 267429, being a part of the North Half of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 8 of Juneau County Certified Survey Map No. 748 as recorded in Volume 3 of CSM Page 214 as Document No. 267429, being a part of the North Half of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Southwest Quarter of the Northeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northeast Quarter of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North Half of the Fractional Southwest Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPT the West 14.15 acres thereof.

Lot 1 of Juneau County Certified Survey Map No. 4004 as recorded in Volume 17 of CSM Page 175 as Document No. 670352, being a part of the South Half of the Fractional Northwest Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northwest Quarter of the Northwest Quarter of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Outlot 1 of Juneau County Certified Survey Map No. 3982 as recorded in Volume 17 of CSM Page 153 as Document No. 669236, being a part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map No. 4458 as recorded in Volume 20 of CSM on Page 53 as Document Number 709199. Located in the Northeast Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map No. 4460 as recorded in Volume 20 of CSM on Page 55 as Document Number 709273. Located in the Southwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map No. 4330 as recorded in Volume 19 of CSM on Page 127 as Document Number 700463. Located in the Northwest Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 1, Juneau County Certified Survey Map 926 in Volume 4 of CSM's, page 42, located in the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) of Section Thirty (30), Township Seventeen (17) North, Range Four (4) East, Town of Germantown, Juneau County, Wisconsin.

The North six (6) acres of the West 13.69 acres of the South half of the Northwest fractional quarter (S ½ NW Fr ¼) of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING land conveyed for highway purposes.

The West 13.69 acres of the South half of the Northwest fractional quarter (S ½ NW Fr ¼) of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING therefrom the South four hundred fifty (450) feet; and further EXCEPTING the North six (6) acres of the West 13.69 acres, and also EXCEPTING lands conveyed for highway purposes at Volume 159 of Deeds, Page 206.

The Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 2 of Juneau County Certified Survey Map No. 747 recorded in Volume 3 of CSM, Page 213, being a part of the N ½ SE ¼ of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 5 of Juneau County Certified Survey Map No. 748 recorded in Volume 3 of CSM, Page 214, being a part of the N ½ SE ¼ of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Northeast Quarter of the Northeast Quarter, Section 25, Township 17 North, Range 3 East, Town of Clearfield, Juneau County, Wisconsin, excepting all lands used, deeded or platted for highway purposes as recorded in Volume 159 of Deeds, page 644 (Doc #200244).

The Southeast Quarter of the Southeast Quarter (Plat of Survey 12/20/05), Section 24, Township 17 North, Range 3 East, Town of Clearfield, Juneau County, Wisconsin, excepting all lands used, deeded or platted for highway purposes as recorded in Volume 159 of Deeds, page 644 (Doc #200244)

The Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 33, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING THEREFROM lands described in Volume 483 of Records at page 471, as Document No. 345445, described as follows: a part of the Northeast Quarter of the Southwest Quarter, Section 33, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, to-wit: commencing at the South 1/4 comer of said Section; thence along the North-South ¼line of said Section, North 0°14'40" East, 1352.32 feet, to a point in the centerline of C.T.H. "G", being the point of beginning. Thence along the centerline of C.T.H. "G", North 89°3'30" West, 100 feet; thence North 0°15'10" East, 296.23 feet, to a point in the South line of C.S.M. No. 781; thence along the South line thereof, South 87°55'20" East, 100 feet to a point in the North-South ¼ line of said Section; thence along the ¼ line South 0°14'40" West, 294.25 feet, to the point of beginning. AND FURTHER EXCEPTING lands described in CSM #781, recorded in Volume 3 at page 247, as Document No. 270048.

The East Half of the Northeast Quarter of the Northeast Quarter (E ½ NE ¼ NE ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin; EXCEPTING THEREFROM lands conveyed in Volume 165 of Deeds, on Page 668, being the North 250' of the East 250' thereof.

The Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North Half of the Northwest Fractional Quarter (N ½ NW fr ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING THEREFROM the North 39 acres thereof, being the plat of Waterstone as recorded in Volume 11 of Plats, on Pages 60-64 as Document No. 650200; SUBJECT TO the Transportation Project Plat recorded in Volume 1 of TPP on Page 44, as Document No. 635207.

The North Half of the South Half of the Northwest Fractional Quarter (N ½ S ½ NW fr ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, SUBJECT TO the Transportation Project Plat recorded in Volume 1 of TPP on Page 44, as Document No. 635207.

Outlot 11 of Waterstone as recorded in Volume 11 of Plats on Pages 60-64 as Document No. 650200. Located in the North Half of the Northwest Quarter (N ½ NW ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXHIBIT C LEGAL DESCRIPTION OF ADDITIONAL EXPANSION PROPERTY

Lot 1 of the Town Plat of Castle Rock Corners. Filed on the 12th day of June, 2003 in Volume 10 of Plats at Pages 47-48 as Document Number 622131. Located in the Northwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North 250 feet of the East 250 feet of the Northeast Quarter of the Northeast Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 2 of Juneau County Certified Survey Map No. 926 as recorded in Volume 4 of CSM on Page 42 as Document Number 276565, EXCEPT Lot 1 of Juneau County Certified Survey Map No. 2682 as recorded in Volume 10 of CSM on Page 200 as Document Number 367844. Located in the Northeast Quarter of the Southeast Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

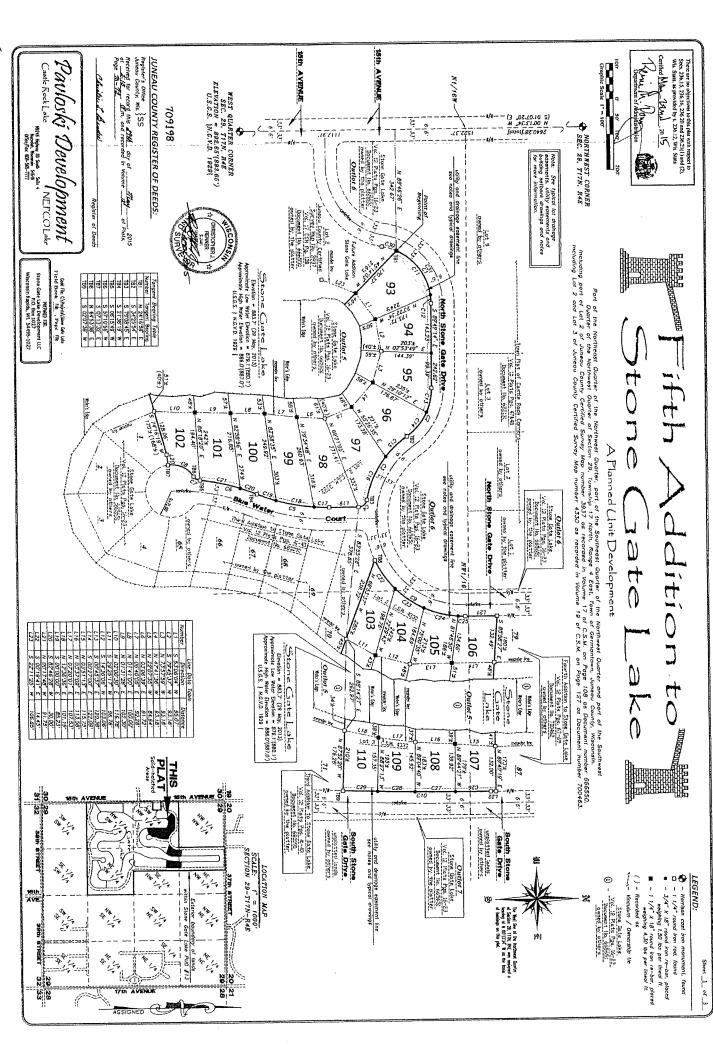
Juneau County Certified Survey Map No. 1879 as recorded in Volume 7 of CSM on Page 64 as Document Number 328294. Being the South Half of the South Half of the Northwest Quarter, the North Half of the North Half of the Southwest Quarter, the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXHIBIT D LEGAL DESCRIPTION OF FIFTH ADDITION TO STONE GATE LAKE

Lots 93 through 110 inclusive of the Fifth Addition to Stone Gate Lake. Filed on the 29th day of May, 2015 in Volume 12 of Plats at Pages 70-72 as Document Number 709198. Located in the Southwest Quarter of the Northwest Quarter, the Northeast Quarter of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXHIBIT E

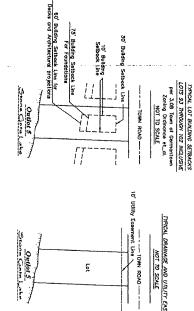
FINAL PLAT OF FIFTH ADDITION TO STONE GATE LAKE SUBDIVISION (See attached plat as the next page)

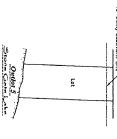


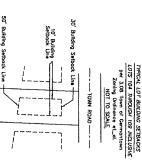
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A Planned Unit Development

Port of the Northwest Quarter of the Northwest Quarter, part of the Southwest Quarter of the Northwest Quarter ond part of the Southwest Quarter of the Northwest Quarter of Socian 29, Township 17 North, Range 4 East, Town of Cermantown, Unicau County, Wisconsin. Including part of Lot 2 of Juneau County Cartified Survey Map number 3837 as recorded in Volume 17 of C.S.M. on Page 108 as Document number 700463. Including Lot 2 and Lot 3 of Juneau County Cartified Survey Map number 4330 as recorded in Volume 19 of C.S.M. on Page 127 as Document number 700463.



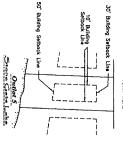




30' Building Setback Line Setback Line

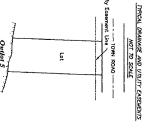
TOWN ROAD ----

TAPICAL LOT BUILDING SETBACKS
LOTS 103 and 110
per 3.08 Town of Cormunitary
Zonling Ordinarce et.al.
NOT TO SCALE



60" Building Setback Line

Stone Gate Lake



The town of Germations does hereby certify that the Pot of Ith Addition to Stone Gets Leak be not hereby to sported in compliance with the town of Germations Standardson and Zening Ordinances.

Bottl: 5 [25] 5 Approved: Approved Zoning Assistation

ook: 5)33/15

Date: 5/29/15 LAND, FORESTRY, PARKS AND ZONING COMMITTEE APPROVAL:

Data 5-29-10 Resolved that the Plat of Filth Addition to Stone Gote Lake is hereby approved by the Land, Forcetry, Parks and Zoning Committee on:

I hereby certify that the foregoing is approved by the Land, Forestry Parks and Zoning Committee on: David M. Dannelly Johns Administrator

Date: 15-29-16 County Clark

Date: 5/38/15 Approved: Just Tom Chairman TOWN OF GERMANTOWN:

Resolved, that the Flat of Filth Addition to Stane Gale Lake in the town of Germantown is haraby approved by the town Mord of Germantown,

Store Cafe Life Interiorimat, Limited Liability Commons, a comparation day, appained and existing under and by Yetler of the Stefan of the Stefan of Miscorah, are emery, deep heavy certify that said comparation caused the land described on this poid to be surveyed chieful, major and edicated as represented on the poid. I also earlily first this poid is required by size, "ANIQT or Sea. "SULT to be automatical to the chaseing for depoted size," ANIQT or Sea. "SULT to be automatical to the chaseing for depoted and the survey of the survey

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

Date: 5/28/15 I hereby certify that the foregoing is a copy by the tawn board of the tawn of Germanto Approved: of a resolution adopted Town Clark

TOWN OF GERMANTOWN PLANNING COMMISSION:

In witness whereof, the sold Stone Oate Lake Development, LLC has coused these presents to be signed by its Authorized Raprasentative. This <u>25.7.</u> doy of <u>CMA</u>.

In the presence of

Stone Gate Lake Development, L.L.C. c/o Brad P. Pavloski
P.O. Box 1027
Wisconsh Ropids, M. 54495-1027

Authorized Representative

OBJECTING AUTHORITIES: The Department of Administration

APPROVING AUTHORITIES
The county of Americ
The town of Germontown:

CERTIFICATE OF TAXES PAID: TREASURER'S CERTIFICATE:

We, being along elected, qualified and acting treasures of the town of commotions and the country of Juneau do township or ellip that has been determined and the country of Juneau do township or ellip the best about a constant of the feeling even of the local financial at this past as of the defent latest before.

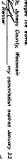












Personally came before me this <u>28711</u> day of M14 2015, the above named Brad P. Pavlocki, the Authorized Representative of

STATE OF MISCONSINI JUNEAU COUNTYISS







UTILITY EASEMENT RESTRICTION:

No utility pole, padretal or cable shall be pieced to as to disturb any survey manument or disturber sheen along any lot or sheet like. The small contractives disturbers of a survey manument is a violation of \$2.00.22 of distances. Statutes, but haven are for the use of the Town of Utility continues and any, the private utilities having the right to serve the adolesion or listed below.

UTILITY COMPANY LIST

| TELEPHONE: 525 Junction Modison, M. | TELEPH 127 U. P.O. B Comp 608-4 attn: | CATV 514 S. Westby 608-6 |
|--|---|--|
| TELEPHONE: TDS Telecom 525 Junction Road Modison, M. 53717 FOR-664-4471 | TELEPHONE: Lamonweir Volley Telephone Co. 1721 U.S. Huy 112 & 16* P.O. Box 267 Comp Douglas, M. 54618 608-427-6515 attn: Kevin Barth | CATY / INTERNET: ModiaCom 514 S. Main Street Westby, M. 54667 608-634-4099 attn: Gary Jensen |
| | r Telephone Co. | |
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Pavloski Development

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NEPCOL.

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REPART FOR the Lake Development LLC P.O. Box 1027 Rapids, WI. 54495-1027

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A Planned Unit Development

Part of the Northwest Duarier of the Northwest Quarier, part of the Southeast Quarier of the Northwest Quarier and part of the Southwest Quarier of the Northwest Quarier of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, Including part of Let 2 of Juneau County Cartified Survey Map number 3937 as recorded in Volume 17 of C.S.M. on Page 103 as Document number 700463, Including Lot 2 and Lot 3 of Juneau County Cartified Survey Map number 4300 as recorded in Volume 19 of C.S.M. on Page 177 as Document number 700463.

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|----------|---------------|--------------|--------------|------------|
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| Lot: 99 | 24840 Sq. FL | 0.57 Acres | 13 th 0054Z | Mary 2010 |
| Lot 100 | 23104 St. Ft. | 0.53 Acres | 34 to 55502 | ECO, 9978 |
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| of 106 | 15501 St. FL | U.S. Acres | 21814 St. P. | 0.50 /01 |
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| Lot: 108 | 16341 St. Pt. | CM Acres | 20751 S4 FL | 24 60 |
| Lot 109 | U 15 8431 | | 7 × 000 K | 0.47 Acres |
| Lot: 110 | 1872 S. D. | O.M. Acres | 77 PS BLCCC | 9.47 Acres |

| | • | 167,00' 81'00'00' N 49'40'46 E 216.92' ; | S 01:14:03.5 W 108.58 S 01:50:15 W 101.10 | 9957.00' 0'35'20" \$ 00'02'01" E 102.43' 9957.00' 0'39'41" \$ 00'35'29.5" W 115.07' | 1 1 | 633.00 10.45.28 S 11.36.35 H 118.68 | 557.00 537.54 S 1839.77 W 59.00 | 567.00 432.26 S 021613 W 44.92 | 273815 S 425812 E 84.03 | S 77.35'40' E 70.73' S 49'54'00' E 89.08' | 8.30'00 N 85'55'46' E 24.75' | 22720 S 005358 W 427.15 | 75.00 6424'28 S 24'58'42' W 79.94' | 95.00: 5755.30 S 13.57.04 M 160.36 | C4 25.00' 79'08'45' \$ 39'34'22.5' £ 31.65' 34.53' C5 567.00' 21'38'79' \$ 10'49'09.5' # 212.87' 214.14' | 22 167.00 5523720 \$ 620734 £ 155.23 161.44 23 283.00 4442737 \$ 5647719.5 £ 215.20 220.86 | N 5713'52.5 E 181.66' | Curve Data Table | | | 0.30 Acres | U.S. Vera 2000 24-11 | 1383 S.R. 0.3 Acres 2018 S.R. | 1940 St. U. C. L. | 2 i | 18.304 St. Ft. 0.38 Acres 1 22015 St. Ft. | 2005 S. R. COOK. | 2600 St. R. 025 James 2520 St. R. | Lot 97 MIS S. R. U.S. bons 2000 Sq. R. U.S. bons | 21122 Sp. 11 Let Acom 2557 Sp. 12 | 2772 54.17. 0.46.60 | Area to Meander Line Total Are | | | | |
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| SCONOL Commontorer and the County of Juneou in surveying, dividing and mapping the same. | The first security from the plot is a correct representation of all exterior boundaries of the land a further certify front the plot is a correct representation of all exterior boundaries are considered to the publishment of the provision of the publishment of the provision of | Most number 39.57 and the PURINT CP BECONNING. Including all the control of the method the meandar line and the exter's fine of the control o | and meander line a distance of \$3,18 etc. United > 50,00 to 4. 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Christopher J. Renner, Protessional Land Surveyor, hereby certify that I have surveyed, divided | SURVEYOR'S CERTIFICATE: |

Filh Addisin to Stone Gale Lake is subject to a macanest Deviation of conventus, conditions and restrictions including camentiments, recorded as the following document No. 685632 policy Declaration — Document No. 625035 Test Amendment — Document No. 625036 Test Amendment — Document No. 625031 Fourth Amendment — Document No. 679281 Fifth Amendment — Document No. 679282 Sight Amendment — Document No. 679282 Sight Amendment — Document No. 679383 Seventh Amendment — Document No. 679383 Seventh Amendment — Document No. 679383 Special Amendment — Document N

Wisterston Amendments:
Determine - Document No. 650781
Amendment - Document No. 650781
Second Amendment - Document No. 655791
Berood Amendment - Document No. 65599
First Amendment - Document No. 675291
Farth Amendment - Document No. 675891
Fills Amendment - Document No. 678888
South Amendment - Document No. 678116
Seembit Amendment - Document No. 708097

The Drainage Easements, as shown hereon, granted to the Town of Germantown.

Area of Fith Addition: to Stone Gate Lake 443,623± sq. ft. 10.18± Acres|totol

359,547 sq. ft. 8.25 Acrosito moonder line!

This properly is zoned: TC — Town Center Overlay District PUD — Planned Unit Development

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Flatd Book File., Page File.
PROMED TO:
PROMED TO:
Stone Gate Lale Development LLC
P.O. Boot 2027
Witcoman Rapids, Wr. 54495-1027

Pavloský Development

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NEPCOLake

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lated this 17th day of April, 2015.

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Sheet 3 of 3

NINTH AMENDMENT TO WATERSTONE AND TENTH AMENDMENT TO STONE GATE LAKE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Document Number

Title of Document

DOCUMENT # 718483

RECORDED
January 23, 2017 2:05 PM
STACY D. HAVILL
REGISTER OF DEEDS
JUNEAU CO., WI
FEE AMOUNT: \$30.00

TOTAL PAGES: 24

Record this document with the Register of Deeds

Name and Return Address:

Pavloski Development, LLC N9246 Highway 80 South Suite #4 Necedah, Wl. 54646

(Parcel Identification Number)

AMENDMENT TO WATERSTONE AND STONE GATE LAKE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment to Waterstone and Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 12th day of January, 2017.

RECITALS

WHEREAS, the Waterstone Declaration of Covenants, Conditions and Restrictions, as amended (the "Waterstone Restrictions") dated the 12th day of June, 2006, was recorded on the 21st day of June, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 650516; and an Amendment dated the 31st day of October, 2006, was recorded on the 2nd day of November, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 653781; and an Amendment dated the 29th day of April, 2008, was recorded on the 29th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665919; and the Third Amendment dated the 1st day of September, 2009, was recorded on the 1st day of September, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675324; and the Fourth Amendment dated the 1st day of October, 2009, was recorded on the 16th day of November, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676691; and the Fifth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Sixth Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Seventh Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Eighth Amendment dated the 4th day of June, 2015, was recorded on the 11th day of June, 2015, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 709424; and

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, as amended (the "Stone Gate Lake Restrictions") dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and the First Amendment dated the 8th day of October, 2008, was recorded on the 15th day of October, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669076; and the Second Amendment dated the 12th day of August, 2009, was recorded on the 12th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675009; and the Third Amendment dated the 9th day of November, 2009, was recorded on the 2nd day of December, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676981; and the Fourth Amendment dated the 8th day of January, 2010, was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679245; and the Fifth Amendment dated the 26th day of April, 2010, was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679267; and the Sixth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Seventh Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Eighth Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Ninth Amendment dated the 4th day of June, 2015, was recorded on the 11th day of June, 2015, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 709424; and

WHEREAS, the Waterstone Restrictions and the Stone Gate Lake Restrictions cover all Lots and select Outlots within the Waterstone Subdivision, the Stone Gate Lake Subdivision, the First Addition, Second Addition, Third Addition, Fourth Addition and Fifth Addition to Stone Gate Lake Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A attached hereto and incorporated herein by reference (Subject Property); and

WHEREAS, the Waterstone Restrictions and the Stone Gate Lake Restrictions cover additional lands in the vicinity of Waterstone Subdivision (the "Expansion Property") described on Exhibit B attached hereto; and

WHEREAS, the first page and Article XXIII of the Waterstone Restrictions provides that the Declarant's Affiliates have the sole right to subject to the Declaration the Expansion Property, other lands acquired by Declarant's Affiliates, and to grant the owners of lots in the Declarant's Affiliates' other developments the right to use certain Outlots located in Waterstone Subdivision; and

WHEREAS, Mizuumi Protection, Ltd. and Bear Paw Lake Investments 2, LLC are the successors to the owner of portions of the Expansion Property of the Restrictions and are Declarant's Affiliates; and

WHEREAS, the Declarant's Affiliates desire to identify Copper Point Investments, LLC; White House 16th, LLC; Island Lake at Copper Point, LLC and Campfire Lake Investments, LLC as additional Declarant Affiliates ("Additional Declarant Affiliates"); and

WHEREAS, the Additional Declarant Affiliates are the owners of Additional Expansion Property described on Exhibit C ("Additional Expansion Property") attached hereto; and

WHEREAS, the Additional Declarant Affiliates will be platting in the future the Additional Expansion Property described on Exhibit C and desire to allow the Lot Owners of

these Subdivision Plats to access and use the clubhouse, pool, volleyball court, playground, tennis court, basketball court, putting green, pond, beach, and parking areas (collectively, the "Clubhouse Amenities") located on Outlot 8 of Waterstone Subdivision; and

WHEREAS, the Additional Declarant Affiliates hereby declare that the Lot Owners in the Additional Expansion Property when platted shall have the right to use the Clubhouse Amenities located on Outlot 8 of Waterstone Subdivision, and further declare that each Lot Owner in the Additional Expansion Property shall pay their pro rata share of all assessments associated with the maintenance and repair of the Clubhouse Amenities; and

WHEREAS, Article XXIV of the Waterstone Restrictions provides that the Declarant's Affiliate have the sole right to amend the Restrictions prior to the conveyance of the last Lot to an Owner other than the Declarant's Affiliate; and

WHEREAS, Article XXII and Article XXIV of the Stone Gate Lake Restrictions provides that the Successor Declarant has the sole right to amend the Restrictions prior to the conveyance of the last Lot to an Owner other than the Declarant; and

WHEREAS, the Successor Declarant desires to amend and update Article VI and Article VII of the Restrictions to establish a fee schedule for the review of plans by the Architectural Control Committee as set forth in this Amendment and as otherwise provided herein; and

WHEREAS, the Successor Declarant desires to amend Article VII of the Restrictions to establish a fee schedule for the fines to be levied by the Architectural Control Committee if construction has begun prior to the approval of plans as allowed for therein; and

WHEREAS, the Successor Declarant desires to amend Article VII of the Restrictions to establish an approved builder, contractor and subcontractor list; and

WHEREAS, the Successor Declarant desires to amend the Restrictions to provide for additional covenants and restrictions requiring that Heartland Title, Ltd. in Mauston, Wisconsin be the exclusive closing agent for all conveyances of Lots within the Subject Property, and future additional Lots; and

WHEREAS, the Successor Declarant further desires to amend the Restrictions and to provide for additional covenants and restrictions as set forth in this Amendment.

NOW, THEREFORE, the Waterstone Restrictions are hereby amended as follows:

1. The Additional Declarant Affiliates hereby declare that the Lot Owners in the Additional Expansion Property when platted shall have the right to use the Clubhouse Amenities located on Outlot 8 of Waterstone Subdivision. Each Lot Owner therein shall pay their pro rata share of all assessments associated with the maintenance and repair of the Clubhouse Amenities. Once platted and conveyed by the Developer, the Waterstone Waterfront Community Association, Ltd. shall separate the assessments for the Clubhouse Amenities from the general assessments and levy the pro rata portion of the Clubhouse Amenities assessments against each Lot Owner. The real estate described on Exhibit C attached hereto will be subject to the terms of the Waterstone Declaration as set forth herein with regard to the Clubhouse Amenities, and all purchasers and their successors of any portion of the Additional Expansion Property, and each and every conveyance of any portion of the Additional Expansion Property will be subject to the terms of this Amendment.

NOW, THEREFORE, the Stone Gate Lake Restrictions are hereby amended as follows:

1. Article II - Use of Land

The following language shall be added to Article II:

"No motorized boats or watercraft shall be allowed within the private lakes or ponds. No buildings shall be erected, altered, placed or permitted, nor unattended personal items allowed to remain on any islands within the private lakes or ponds.

No boat launch can be built on any Lot. No Lot Owner may allow third parties or the public to use a Lot for access to the private lakes or ponds."

2. Article VI - Architectural Control Committee

The fourth sentence of Article VI shall be amended and replaced with the following:

"The Committee members (other than the Developer for the review of all plans) shall not be entitled to compensation for services performed pursuant to this paragraph."

3. Article VII - Architectural Control

The following language shall be added to the end of Article VII:

"The Developer shall be paid the following fees prior to review of any of the following plans:

- 1. Review of house plans = \$500
- 2. Review of landscaping plans = \$200
- 3. Review of driveway plans = \$100

The Owner's Association, on behalf of the Architectural Control Committee (Developer) shall have the right to assess fines against the Lot Owner if work has begun prior to the approval of plans associated with construction as follows:

- 1. No approval of house plans = \$2,500 fine
- 2. No approval of landscaping plans = \$500 fine
- 3. No approval of driveway plans = \$250 fine"

4. Article VII - Architectural Control

The following language shall be inserted after the first sentence of Article VII:

"No builder, general contractor, or subcontractor shall commence construction of any structure or improvement without the prior written approval of the Committee. Developer and the Committee shall have the sole right to prohibit builders, general contractors and subcontractors including but not limited to electricians, plumbers, drywall companies, HVAC companies, insulation companies, landscapers and driveway construction companies from building structures or improvements on the Lots. There is an approved builder, contractor and subcontractor list. Each Lot owner shall have the obligation to determine if a builder, contractor or subcontractor is on the Developer's approved list prior to entering into any contract for the construction of improvements."

5. Article XIII - Signs

Article XIII shall be deleted in its entirety and replaced with the following:

"No sign or information tube of any kind advertising a Lot or Home for sale shall be allowed or be displayed to the public view on any Lot except for the following:

- (1) Such signs as may be used by the Developer in Developer's discretion in conjunction with Lot or Home sales in the Subject Property or other developments of the Developer or its Affiliates to be placed on Lots or Outlots.
- (2) One or more subdivision entrance signs surrounded with landscaping may be erected by the Developer and/or by the Owner's Association.

In the event the Association or Developer provides notice to a Lot Owner that they have a prohibited tube style sign or other sign advertising a lot for sale on their property, the Lot Owner shall have 10 days to remove the info tube or sign. If the violation is not corrected within the 10 day period, the Association or Developer shall have the right to remove the info tube or sign and specially assess the Lot owner for all costs and expenses related to the removal."

6. Article XXII - Developer's Rights

Article XXII shall be deleted in its entirety and replaced with the following:

"ARTICLE XXII"

"DECLARANT'S RIGHTS"

"Declarant has acquired or may acquire in the future other lands in the vicinity of Subdivision as expanded. Declarant shall have the express right, but not the obligation, to develop all or part of the lands owned by Declarant and/or its Affiliates, and subject those lands to the terms and conditions set forth in this Declaration. To accomplish that purpose, Declarant shall have the express right, without the necessity of obtaining the approval of the Owner's Association or any Lot Owner, to do any or all of the following:

- a. Grant easements for the use, and establish requirements for the maintenance of, the outlots, amenities located on the outlots, and/or other common areas such that the Owners of Lots in all of the developments have the full right of access to and use of the outlots, amenities located on the outlots, and/or other common areas, and the Owners of all Lots share equally in the maintenance expenses.
- b. Amend this Declaration of Restrictions without the consent of any Lot Owner so as to subject any or all of said additional lands to this Declaration of Restrictions. In doing so, Declarant shall have the right, when required or requested by any governmental body, to establish certain provisions which may be applicable to one or more, but less than all, of the developments.

- c. Amend the Articles of Incorporation and/or By-laws of the Owner's Association so that the Owner's Association functions as the association that governs the outlots, amenities located on the outlots, and/or other common areas for all of the developments.
- d. Amend the provisions hereof with respect to the Architectural Control Committee (ACC) so that there are separate ACCs for each development, or so that there is a combined ACC for some or all developments."

7. Article XXIII - Stone Gate Lake Community Association, Ltd.

The third and fourth paragraphs of Section 2. B. shall be deleted in their entirety and replaced with the following as a new Section at the end of Article XXIII:

DECLARANT CONTROL OF THE ASSOCIATION; AMENDMENTS. Declarant shall have the right to appoint and remove directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Architectural Control Committee, the Board, or its officers, by the Articles of Incorporation, Bylaws, this Declaration, or the Wisconsin Non-Stock Corporation Law (as amended from time to time), until the earliest of: (1) Thirty (30) years from the date of recording of this Amendment; or (2) Declarant's election to waive its right to control the Association. Until such time as the Declarant relinquishes control of the Association as described above, Lots or parcels of land owned by Declarant or its affiliates shall be exempt from assessments for common expenses until a Lot is sold, as long as the assessment for common expenses for Lots not owned by the Declarant or its affiliates do not exceed the amount of projected assessments contained in the last adopted budget. Until the last day of the month during which the Declarant turns over control of the Association to the Lot Owners, the Declarant shall be responsible for and pay common expenses in excess of the assessments payable by Lot Owners under this formula. After the Declarant turns over control of the Association to the Lot Owners, the Declarant shall pay its share of Association assessments in the same manner as other Lot Owners but only as to those Lots which have been platted and have been subjected to this Declaration. The Declarant's liability for Association assessments as provided above shall be effective on the first day of the month after the month during which the Declarant turns over control of the Association to the Lot Owners.

This Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the Declarant acting alone, as long as Declarant owns any Lot or parcel of land in the Lands, as such Lands are expanded by amendment hereto. After thirty (30) years after the date of this Amendment, this Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the owners of at least eighty percent (80%) of the Lots in the Lands. Further, no amendment shall become effective unless and until same is duly

recorded in the office of the Register of Deeds for Juneau County, Wisconsin. In the event there is more than one (1) owner of any Lot in the Lands, the execution of any amendment by any one (1) or more of said owners of such Lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such Lot join in the execution of such amendment, unless such other owner or owners of said Lot have recorded in the Office of the Register of Deeds for Juneau County, Wisconsin, prior to the date of execution of such amendment by any other owner of such Lot, a notice setting forth the fact that approval of any amendment on behalf of such Lot shall not be effective without the approval of the owner filing such notice. In no event shall this section be construed so as to require the Declarant to obtain the approval of any Lot Owner to make any amendment to this Declaration which is expressly permitted by any provision of this Declaration to be made by Declarant alone."

8. The following language shall be added after the end of Article XXIV:

"ARTICLE XXV"

"EXCLUSIVE CLOSING AGENT FOR LOT TRANSERS"

"Each Lot Owner hereby agrees that for any conveyance of a Lot or portion thereof within the Subject Property, and any additions thereto, the Lot Owner shall hire Heartland Title, Ltd. of Mauston, Wisconsin as closing agent for such conveyance."

IN WITNESS WHEREOF, this Amendment to the Waterstone Restrictions and Stone

Gate Lake Restrictions is executed by the Declarant's Affiliate and Successor Declarant as of the day and year first written above.

(Signatures appear on the next page following)

This instrument drafted by:
Michael D. Orgeman
Lichtsinn & Haensel, s.c.
111 E. Wisconsin Avenue, Suite 1800
Milwaukee, WI 53202
(414) 276-3400

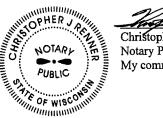
Bear Paw Lake Investments, LLC

By: Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN))ss COUNTY OF JUNEAU)

On this 12th day of January, 2017, before me appeared Brad Pavloski, Member of Bear Paw Lake Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



Christopher J Renner

Notary Public, Juneau County, Wisconsin My commission expires January 23, 2018

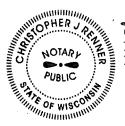
Bear Paw Lake Investments 2, LLC

By: Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN) ss COUNTY OF JUNEAU)

On this 12th day of January, 2017, before me appeared Brad Pavloski, Member of Bear Paw Lake Investments 2, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



Christopher J. Renner

Notary Public, State of Wisconsin

My commission expires: January 23, 2018

| | Ву: | lake Investments, LLC |
|---|--|---|
| | ACKNOWLE | DGMENT |
| Sand Point Lake Investmer say that said instrument we acknowledged said instrum | nts, LLC, to me persona as signed on behalf of sa | Defore me appeared Brad Pavloski, Member of ally known, who, being by me duly sworn, die aid company by its authority, and said person deed of said company. Christopher J Renner Notary Public, Juneau County, Wisconsin My commission expires January 23, 2018 |

Wisconsin Holdings, LLC

Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)ss COUNTY OF JUNEAU

On this 12th day of January, 2017, before me appeared Brad Pavloski, Member of LD Northern Wisconsin Holdings, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



Christopher J Renner Notary Public, Juneau County, Wisconsin My commission expires January 23, 2018

| Didd I di Toolii, I Toolii |
|---|
| ACKNOWLEDGMENT |
| STATE OF WISCONSIN) |
| COUNTY OF JUNEAU) |
| On this 12 th day of January, 2017, before me appeared Brad Pavloski, President of Juneau County Investments, Inc., a Delaware Corporation, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said corporation by its authority, and said person acknowledged said instrument to be the free act and deed of said corporation. Christopher J Renner Notary Public, Juneau County, Wisconsin My commission expires January 23, 2018 Stone Gate Lake Development, LLC By: Brad Pavlocki, Member |
| ACKNOWLEDGMENT |
| STATE OF WISCONSIN))ss COUNTY OF JUNEAU) |
| On this 12 th day of January, 2017, before me appeared Brad Pavloski, Member of Stone Gate Lake Development, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company. |
| Christopher J Renner Notary Public, Juneau County, Wisconsin My commission expires January 23, 2018 |

Juneau County Investments, Inc.

Copper Point Investments, LLC Brad Pavloski, Member ACKNOWLEDGMENT On this 12th day of January, 2017, before me appeared Brad Pavloski, Member of Copper Point Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company. Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires January 23, 2018 My commission expires January 23, 2018 ACKNOWLEDGMENT On this 12th day of January, 2017, before me appeared Brad Pavloski, Member of White House 16th, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company. animinaning (

Christopher J Renner

Notary Public, Juneau County, Wisconsin My commission expires January 23, 2018

STATE OF WISCONSIN

COUNTY OF JUNEAU

STATE OF WISCONSIN

COUNTY OF JUNEAU

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| | Island Lake at Copper Point, LLC |
|--|---|
| | By: Brad Pavloski, Member |
| | ACKNOWLEDGMENT |
| STATE OF WISCONSIN |) |
| COUNTY OF JUNEAU |)ss) |
| Island Lake at Copper Point say that said instrument was | lay of January, 2017, before me appeared Brad Pavloski, Member of LLC, to me personally known, who, being by me duly sworn, did a signed on behalf of said company by its authority, and said person into be the free act and deed of said company. Christopher J Renner Notary Public, Juneau County, Wisconsin My commission expires January 23, 2018 PUBLIC By: Brad Pavloski, Member ACKNOWLEDGMENT |
| STATE OF WISCONSIN | } |
| COUNTY OF JUNEAU |)ss) |

On this 12th day of January, 2017, before me appeared Brad Pavloski, Member of

Christopher J Renner

Notary Public, Juneau County, Wisconsin My commission expires January 23, 2018

Campfire Lake Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person

acknowledged said instrument to be the free act and deed of said company.

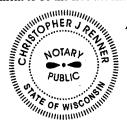
Mizuumi Protection Ltd.

By:
Brad Pavloski, President

ACKNOWLEDGMENT

| STATE OF WISCONSIN |) |
|--------------------|-----|
| |)ss |
| COUNTY OF JUNEAU |) |

On this 12th day of January, 2017, before me appeared Brad Pavloski, President of Mizuumi Protection, Ltd., to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



Christopher J Renner

Notary Public, Juneau County, Wisconsin My commission expires January 23, 2018

EXHIBIT A I.EGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 through Lot 56 inclusive and Outlots 1, 2, 3, 5, 8 and 10 of Waterstone. Filed on the 7th day of June, 2006 in Volume 11 of Plats at Pages 60-64 as Document Number 650200. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 through Lot 53 inclusive and Outlot 1 through Outlot 7 inclusive of Stone Gate Lake. Filed on the 15th day of April, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 54 of the First Addition to Stone Gate Lake. Filed on the 22nd day of August, 2008 in Volume 12 of Plats at Pages 24 and 25 as Document Number 668110. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 55 through 60 inclusive of the Second Addition to Stone Gate Lake. Filed on the 7th day of January, 2010 in Volume 12 of Plats at Pages 36 and 37 as Document Number 677529. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 61 through 78 inclusive of the Third Addition to Stone Gate Lake. Filed on the 14th day of June, 2010 in Volume 12 of Plats at Pages 41-43 as Document Number 680090. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 79 through 92 inclusive of the Fourth Addition to Stone Gate Lake. Filed on the 16th day of September, 2013 in Volume 12 of Plats at Pages 67-69 as Document Number 700462. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 93 through 110 inclusive of the Fifth Addition to Stone Gate Lake. Filed on the 29th day of May, 2015 in Volume 12 of Plats at Pages 70-72 as Document Number 709198. Located in the Town of Germantown, Juneau County, Wisconsin.

EXHIBIT B LEGAL DESCRIPTION OF EXPANSION PROPERTY

Outlot 1 of Juneau County Certified Survey Map No. 3879 as recorded in Volume 17 of CSM Page 50 as Document No. 662241, being a part of the Northeast Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Outlot 1 of Juneau County Certified Survey Map No. 3891 as recorded in Volume 17 of CSM Page 62 as Document No. 662727, being a part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 2 of Juneau County Certified Survey Map No. 747 recorded in Volume 3 of CSM, Page 213, being a part of the N ½ SE ¼ of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 5 of Juneau County Certified Survey Map No. 748 recorded in Volume 3 of CSM, Page 214, being a part of the N ½ SE ¼ of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 7 of Juneau County Certified Survey Map No. 748 as recorded in Volume 3 of CSM Page 214 as Document No. 267429, being a part of the North Half of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 8 of Juneau County Certified Survey Map No. 748 as recorded in Volume 3 of CSM Page 214 as Document No. 267429, being a part of the North Half of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Southwest Quarter of the Northeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northeast Quarter of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North Half of the Fractional Southwest Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPT the West 14.15 acres thereof.

Lot 1 of Juneau County Certified Survey Map No. 4004 as recorded in Volume 17 of CSM Page 175 as Document No. 670352, being a part of the South Half of the Fractional Northwest Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North six (6) acres of the West 13.69 acres of the South half of the Northwest fractional quarter (S ½ NW Fr ¼) of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING land conveyed for highway purposes.

The West 13.69 acres of the South half of the Northwest fractional quarter (S ½ NW Fr ¼) of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING therefrom the South four hundred fifty (450) feet; and further EXCEPTING the North six (6) acres of the West 13.69 acres, and also EXCEPTING lands conveyed for highway purposes at Volume 159 of Deeds, Page 206.

The Northwest Quarter of the Northwest Quarter of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Outlot 1 of Juneau County Certified Survey Map No. 3982 as recorded in Volume 17 of CSM Page 153 as Document No. 669236, being a part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map No. 4458 as recorded in Volume 20 of CSM on Page 53 as Document Number 709199. Located in the Northeast Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map No. 4460 as recorded in Volume 20 of CSM on Page 55 as Document Number 709273. Located in the Southwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map No. 4330 as recorded in Volume 19 of CSM on Page 127 as Document Number 700463. Located in the Northwest Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 1 of the Town Plat of Castle Rock Corners. Filed on the 12th day of June, 2003 in Volume 10 of Plats at Pages 47-48 as Document Number 622131. Located in the Northwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 1, Juneau County Certified Survey Map 926 in Volume 4 of CSM's, page 42, located in the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) of Section Thirty (30), Township Seventeen (17) North, Range Four (4) East, Town of Germantown, Juneau County, Wisconsin.

Parcel 2 of Juneau County Certified Survey Map No. 926 as recorded in Volume 4 of CSM on Page 42 as Document Number 276565, EXCEPT Lot 1 of Juneau County Certified Survey Map No. 2682 as recorded in Volume 10 of CSM on Page 200 as Document Number 367844. Located in the Northeast Quarter of the Southeast Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The East Half of the Northeast Quarter of the Northeast Quarter (E ½ NE ¼ NE ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin; EXCEPTING THEREFROM lands conveyed in Volume 165 of Deeds, on Page 668, being the North 250' of the East 250' thereof.

The North 250 feet of the East 250 feet of the Northeast Quarter of the Northeast Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North Half of the Northwest Fractional Quarter (N ½ NW fr ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING THEREFROM the North 39 acres thereof, being the plat of Waterstone as recorded in Volume 11 of Plats, on Pages 60-64 as Document No. 650200; SUBJECT TO the Transportation Project Plat recorded in Volume 1 of TPP on Page 44, as Document No. 635207.

The North Half of the South Half of the Northwest Fractional Quarter (N ½ S ½ NW fr ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, SUBJECT TO the Transportation Project Plat recorded in Volume 1 of TPP on Page 44, as Document No. 635207.

Outlot 11 of Waterstone as recorded in Volume 11 of Plats on Pages 60-64 as Document No. 650200. Located in the North Half of the Northwest Quarter (N ½ NW ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Juneau County Certified Survey Map No. 1879 as recorded in Volume 7 of CSM on Page 64 as Document Number 328294. Being the South Half of the South Half of the Northwest Quarter, the North Half of the North Half of the Southwest Quarter, the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Southeast Quarter of the Southeast Quarter (Plat of Survey 12/20/05), Section 24, Township 17 North, Range 3 East, Town of Clearfield, Juneau County, Wisconsin, excepting all lands used, deeded or platted for highway purposes as recorded in Volume 159 of Deeds, page 644 (Doc #200244)

Northeast Quarter of the Northeast Quarter, Section 25, Township 17 North, Range 3 East, Town of Clearfield, Juneau County, Wisconsin, excepting all lands used, deeded or platted for highway purposes as recorded in Volume 159 of Deeds, page 644 (Doc #200244).

The Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 33, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING THEREFROM lands described in Volume 483 of Records at page 471, as Document No. 345445, described as follows: a part of the Northeast Quarter of the Southwest Quarter, Section 33, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, to-wit: commencing at the South 1/4 comer of said Section; thence along the North-South ½line of said Section, North 0°14'40" East, 1352.32 feet, to a point in the centerline of C.T.H. "G", being the point of beginning. Thence along the centerline of C.T.H. "G", North 89°3'30" West, 100 feet; thence North 0°15'10" East, 296.23 feet, to a point in the South line of C.S.M. No. 781; thence along the South line thereof, South 87°55'20" East, 100 feet to a point in the North-South ¼ line of said Section; thence along the ¼ line South 0°14'40" West, 294.25 feet, to the point of beginning. AND FURTHER EXCEPTING lands described in CSM #781, recorded in Volume 3 at page 247, as Document No. 270048.

EXHIBIT C LEGAL DESCRIPTION OF ADDITIONAL EXPANSION PROPERTY

Part of Lot 1 of Certified Survey Map 3439, Volume 15, Page 29 as Document No. 636976 and part of Certified Survey Map 1326, Volume 5, page 103 as Document No. 298491, being part of the N ½ of the fractional SW ¼ and part of the S ½ of the fractional NW ¼ in Section 6, T17N, R4E, Town of Germantown, Juneau County, Wisconsin. Commencing at the W ¼ corner of said Section 6; thence bearing S 88-46-00 E, 61.40 feet, to the east right-of-way of S.T.H. "80" being the point of beginning. Thence along said east right-of-way bearing N 00-26-25 E, 33.19 feet; thence bearing S 88-56-36 E, 208.71 feet, thence bearing S 88-55-21 E, 1318.34 feet; thence bearing S 01-05-16 W, 32.76 feet; thence bearing S 88-55-38 E, 83.21 feet; thence bearing S 01-08-55 W, 1292.44 feet; thence bearing N 89-15-03 W, 1593.15 feet, to said east right-of-way; thence along said east right-of-way bearing N 00-24-36 E, 1301.15 feet, to the point of beginning.

EXCEPT lands contained within Lot 1 of Juneau County Certified Survey Map number 4531 as

recorded in Volume 20 of CSM on Page 126 as Document number 715815.

Part of Outlot 1 of Certified Survey Map 3439, Volume 15, page 29 as Document No. 636976, being part of the N½ of the fractional SW¼ in Section 6, T17N, R4E, Town of Germantown, Juneau County, Wisconsin. Commencing at the W¼ corner of said Section 6; thence along the north line of said fractional SW¼ bearing S 88-56-11 E, 1737.27 feet, to the center of section being the point of beginning. Thence along the east line of said fractional SW¼ bearing S 01-08-52 W, 1313.14 feet to forty corner; thence along the south forty line bearing N 89-15-03 W, 10.99 feet; thence bearing N 00-35-34 E 21.00 feet; thence bearing N 89-15-03 W, 54.81 feet; thence bearing N 01-08-55 E, 1292.44 feet; thence bearing S 88-59-06 E 65.98 feet, to the point of beginning.

The North One-half of the Southeast Quarter, Section 6, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, excepting therefrom the East ten (10) acres of the Northeast Quarter of the Southeast Quarter and further except highway.

The East One-half of Northeast Quarter of Section 6, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, excepting therefrom the East 20.66 acres of said East One-half of the Northeast Quarter and further excepting highway.

EXCEPT: Lot 1 of Juneau County Certified Survey Map number 4471 as recorded in Volume 20 of CSM on Page 66 as Document number 710030.

A part of the fractional NW ¼; All of the NW ¼ of the NE ¼; All of the SW ¼ of the NE ¼; All in Section 6, T17N, R4E, Town of Germantown, Juneau County, Wisconsin, described as follows:

Beginning at the N ¼ corner of said Section 6; thence along the North line of the NW ¼ of the NE ¼ bearing N 89°20'54" E, 1322.73 feet, to the NE corner; thence along the East lines of the NW ¼ of the NE ¼ and the SW ¼ of the NE ¼ bearing S 01°23'07" W, 2691.20 feet to the SE corner of the SW ¼ of the NE ¼; thence along the East-West Quarter line of said Section 6 bearing N 88°56'03" W, 1306.05 feet, to the center of said Section 6; thence continued along the East-West Quarter line now bearing N 88°59'06" W, 65.98 feet; thence continued along the East-West Quarter line now bearing N 88°55'38" W, 83.21 feet; thence along a line bearing N 01°05'16" E, 32.76 feet; thence bearing N 01°03'08" E, 1524.20 feet; thence bearing N 89°45'35" W, 312.64 feet; thence bearing N 25°57'35" W, 250.00 feet; thence bearing N 09°02'25" E, 300.00 feet; thence bearing N 89°45'35" W, 1150.00 feet, to a point in the East R/W of S.T.H. "80"; thence along the said R/W line bearing N 00°14'25" E, 589.09 feet, to a point in the North line of the said fractional NW ¼ of Section 6; thence along the North line thereof bearing S 89°09'59" E, 1691.44 feet, to the point of beginning, containing 5,002,300 sq. ft. in area or 114.84 acres.

EXCEPT: Lot 1 of Juneau County Certified Survey Map number 4423 as recorded in Volume 20 of CSM on Page 18 as Document number 706673.

ALSO EXCEPT: Lot 1 of Juneau County Certified Survey Map number 4471 as recorded in Volume 20 of CSM on Page 66 as Document number 710030.

The Southeast Quarter of Section 7, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin

The Northeast Quarter of Section 7, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, **Except** that part of the Northeast Quarter of the Northeast Quarter of Section 7 lying Easterly of a line that is 100 feet Westerly of and parallel with the ordinary high water mark of the Yellow River and/or Castle Rock Flowage.

Lot 1 of Juneau County Certified Survey Map number 4470 as recorded in Volume 20 of CSM on Page 65 as Document number 710029.

The Southwest Quarter of the Northwest Quarter of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northwest Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, except highways.

EXCEPT: Lot 1 through Lot 38 inclusive, Outlot 1 and Outlot 2 of Island Lake at Copper Point. Filed on the 11th day of January, 2016 in Volume 12 of Plats at Pages 73-75 as Document Number 712625, located in the Town of Germantown, Juneau County, Wisconsin.

The South Half of the Southwest Quarter of Section 18, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, **EXCEPTING THEREFROM** lands conveyed for highway purposes in Volume 159 of Deeds, on Page 673.

The North 200 feet of the South 840 feet of the Northwest Quarter of the Northeast Quarter of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The South 75.00 feet of the North 480.00 feet of the NW1/4 NE1/4 of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North 75.00 feet of the South 990.00 feet of the NW1/4 NE1/4 of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North 40.00 feet of the North 340.00 feet of the South 540 feet of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North 100.00 feet of the South 640.00 feet of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Including Parcel 1 of Juneau County Certified Survey Map No. 980, recorded in Volume 4 of CSM, Page 96, as Document No. 279898.

The Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section 15, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel One (1) of Juneau County Certified Survey Map No. 1930 as recorded in Volume 7 of CSM, Page 115, being a part of the NE1/4 of the NW1/4 of Section 15; a part of the E 1/2 of the SW 1/4 of Section 10; all in T17N, R4E, in the Town of Germantown, Juneau County, Wisconsin.

TENTH AMENDMENT TO WATERSTONE AND ELEVENTH AMENDMENT TO STONE GATE LAKE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Document Number

Title of Document

DOCUMENT # 720336

RECORDED
June 05, 2017 1:50 PM
STACY D. HAVALL
REGISTER OF DEEDS
JUNEAU CO., WI
FEE AMOUNT: \$30.00

TOTAL PAGES: 17

Record this document with the Register of Deeds

Name and Return Address:

Pavloski Development, LLC N9246 Highway 80 South Suite #4 Necedah, WI. 54646

(Parcel Identification Number)

AMENDMENT TO WATERSTONE AND STONE GATE LAKE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment to Waterstone and Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 12th day of May, 2017.

RECITALS

WHEREAS, the Waterstone Declaration of Covenants, Conditions and Restrictions, as amended (the "Waterstone Restrictions") dated the 12th day of June, 2006, was recorded on the 21st day of June, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 650516; and an Amendment dated the 31st day of October, 2006, was recorded on the 2nd day of November, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 653781; and an Amendment dated the 29th day of April, 2008, was recorded on the 29th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665919; and the Third Amendment dated the 1st day of September, 2009, was recorded on the 1st day of September, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675324; and the Fourth Amendment dated the 1st day of October, 2009, was recorded on the 16th day of November, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676691; and the Fifth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Sixth Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Seventh Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Eighth Amendment dated the 4th day of June, 2015, was recorded on the 11th day of June, 2015, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 709424; and the Ninth Amendment dated the 12th day of January, 2017, was recorded on the 23rd day of January, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 718483; and

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, as amended (the "Stone Gate Lake Restrictions") dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and the First Amendment dated the 8th day of October, 2008, was recorded on the 15th day of October, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669076; and the Second Amendment dated the 12th day of August, 2009, was recorded on the 12th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675009; and the Third Amendment dated the 9th day of November, 2009, was recorded on the 2nd day of December, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676981; and the Fourth Amendment dated the 8th day of January, 2010, was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679245; and the Fifth Amendment dated the 26th day of April, 2010, was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679267; and the Sixth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Seventh Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Eighth Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Ninth Amendment dated the 4th day of June, 2015, was recorded on the 11th day of June, 2015, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 709424; and the Tenth Amendment dated the 12th day of January, 2017, was recorded on the 23rd day of January, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 718483; and

WHEREAS, the Waterstone Restrictions and the Stone Gate Lake Restrictions cover all Lots and select Outlots within the Waterstone Subdivision, the Stone Gate Lake Subdivision, the First Addition, Second Addition, Third Addition, Fourth Addition and Fifth Addition to Stone Gate Lake Subdivision, all located in the Town of Germantown, Juneau County, Wisconsin, which are legally described on Exhibit A attached hereto and incorporated herein by reference (the "Subject Property"); and

WHEREAS, the first page and Article XXIII of the Waterstone Restrictions provides that the Declarant's Affiliates have the sole right to subject to the Declaration the Expansion Property, other lands acquired by Declarant's Affiliates, and to grant the owners of lots in the Declarant's Affiliates' other developments the right to use certain Outlots located in Waterstone Subdivision; and

WHEREAS, Article XXII of the Stone Gate Lake Restrictions provides that the Successor Declarant has the sole right to amend the Restrictions and to subject to the Declaration additional lands; and

WHEREAS, the Declarant's Affiliate and Successor Declarant desire to submit additional lands to the Stone Gate Lake Restrictions as set forth in this Amendment.

NOW, THEREFORE, the Stone Gate Lake Restrictions are hereby amended as follows:

The real estate described on Exhibit B attached hereto and further described on the Final Plat of the Sixth Addition to Stone Gate Lake attached hereto as Exhibit C (the "Sixth Addition") is hereby subject to the terms of the Stone Gate Lake Restrictions. Lots 111 through 120 inclusive of the Sixth Addition as set forth therein are subject

to the Stone Gate Lake Restrictions, and all purchasers of such lots and their successors in interest of any portion of the Sixth Addition, and each and every conveyance of any portion of the Sixth Addition will be, subject to such Restrictions.

IN WITNESS WHEREOF, this Amendment to the Waterstone Restrictions and Stone

Gate Lake Restrictions is executed by the Declarant's Affiliate and Successor Declarant as of the day and year first written above.

(Signatures appear on the next page following)

This instrument drafted by:
Michael D. Orgeman
Lichtsinn & Haensel, s.c.
111 E. Wisconsin Avenue, Suite 1800
Milwaukee, WI 53202
(414) 276-3400

ACKNOWLEDGMENT STATE OF WISCONSIN)ss COUNTY OF JUNEAU On this 2^{NO} day of JUNE___, 2017, before me appeared Brad Pavloski, Member of Bear Paw Lake Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company. ammining, CHRISTOPHER SPENNER Notary Public, Juneau County, Wisconsin My commission expires: 23 January 2018 OF WISCO Bear Paw Lake Investments 2, LLC Brad Pavloski, Member ACKNOWLEDGMENT STATE OF WISCONSIN) ss COUNTY OF JUNEAU ___, 2017, before me appeared Brad Pavloski, On this <u>Z</u>^{NO} day of <u>J</u>_U<u>N</u> ∈ _____, 2017, before me appeared Brad Pavloski, Member of Bear Paw Lake Investments 2, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company. Notary Public, State of Wisconsin My commission expires: 23 JANUARY 2018

Bear Paw Lake Investments, LLC

Brad Pavloski, Member

| Sand Point Lake Investments, LLC | | |
|--|--|--|
| Brad Pavloski, Member | | |
| ACKNOWLEDGMENT | | |
| On this Z ^{NO} day of JUNE , 2017, before me appeared Brad Pavloski, Member of Sand Point Lake Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company. | | |
| NOTARL NO | | |
| LD Northern Wisconsin Holdings, LLC By: Brad Pavloski, Member | | |
| ACKNOWLEDGMENT | | |
| STATE OF WISCONSIN) | | |
| On this ZNO day of June, 2017, before me appeared Brad Pavloski, Member of LD Northern Wisconsin Holdings, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company. | | |
| NOTARY Public, Juneau County, Wisconsin My commission expires: 23 January 2018 | | |

| By: // // | | | |
|--|--|--|--|
| Brad Pavloški, President | | | |
| ACKNOWLEDGMENT | | | |
| STATE OF WISCONSIN) | | | |
|)ss COUNTY OF JUNEAU) | | | |
| On this ZMO day of JUNE, 2017, before me appeared Brad Pavloski, President of Juneau County Investments, Inc., a Delaware Corporation, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said corporation by its authority, and said person acknowledged said instrument to be the free act and deed of said corporation. **POIARY** NOTARY** NOTARY** NOTARY** NOTARY** Public, Juneau County, Wisconsin My commission expires: 23 JANUARY** 2018 | | | |
| Stone Gate Lake Development, LLC | | | |
| Ву: | | | |
| Brad Pavloski, Member | | | |
| ACKNOWLEDGMENT | | | |
| STATE OF WISCONSIN))ss COUNTY OF JUNEAU) | | | |
| On this 2 ^{NO} day of 1 day of 2 , 2017, before me appeared Brad Pavloski, Member of Stone Gate Lake Development, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company. | | | |
| PUBLIC PU | | | |

Juneau County Investments, Inc.

| Copper Point Investments, LLC | | |
|--|--|--|
| By: /// Brad Pavloski, Member | | |
| ACKNOWLEDGMENT | | |
| STATE OF WISCONSIN) | | |
|)ss COUNTY OF JUNEAU) | | |
| On this ZND day of JUNE, 2017, before me appeared Brad Pavloski, Member of Copper Point Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company. OTARY NOTARY NOTARY NOTARY PUBLIC PUBLIC NOTARY N | | |
| By: Brad Pavloski, Member | | |
| ACKNOWLEDGMENT | | |
| STATE OF WISCONSIN))ss COUNTY OF JUNEAU) | | |
| On this ZNO day of JUNE , 2017, before me appeared Brad Pavloski, Member of White House 16 th , LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company. | | |
| PUBLIC NOTARY PUBLIC PUBLIC | | |

| By: Brad Pavloski, Member | | | |
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| ACKNOWLEDGMENT | | | |
| STATE OF WISCONSIN))ss COUNTY OF JUNEAU) | | | |
| On this ZNO day of JUNE, 2017, before me appeared Brad Pavloski, Member of Island Lake at Copper Point, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company. | | | |
| NOTARI NO | | | |
| By: Brad Pavloski, Member | | | |
| ACKNOWLEDGMENT | | | |
| STATE OF WISCONSIN))ss COUNTY OF JUNEAU) | | | |
| On this ZNO day of JUNE, 2017, before me appeared Brad Pavloski, Member of Campfire Lake Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company. | | | |
| NOTARY Public, Juneau County, Wisconsin My commission expires: Z3 JANVARY, 2018 | | | |

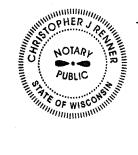
Mizuumi Protection, Ltd.

By:
Brad Pavloski, President

ACKNOWLEDGMENT

| STATE OF WISCONSIN |) |
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| |)ss |
| COUNTY OF JUNEAU |) |

On this 2 day of June, 2017, before me appeared Brad Pavloski, President of Mizuumi Protection, Ltd., to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



CHRISTOPHER J RENNER
Notary Public, Juneau County, Wisconsin
My commission expires: 23 JANVARY, 2018

EXHIBIT A LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 through Lot 56 inclusive and Outlots 1, 2, 3, 5, 8 and 10 of Waterstone. Filed on the 7th day of June, 2006 in Volume 11 of Plats at Pages 60-64 as Document Number 650200. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 through Lot 53 inclusive and Outlot 1 through Outlot 7 inclusive of Stone Gate Lake. Filed on the 15th day of April, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 54 of the First Addition to Stone Gate Lake. Filed on the 22nd day of August, 2008 in Volume 12 of Plats at Pages 24 and 25 as Document Number 668110. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 55 through 60 inclusive of the Second Addition to Stone Gate Lake. Filed on the 7th day of January, 2010 in Volume 12 of Plats at Pages 36 and 37 as Document Number 677529. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 61 through 78 inclusive of the Third Addition to Stone Gate Lake. Filed on the 14th day of June, 2010 in Volume 12 of Plats at Pages 41-43 as Document Number 680090. Located in the Town of Germantown, Juneau County, Wisconsin.

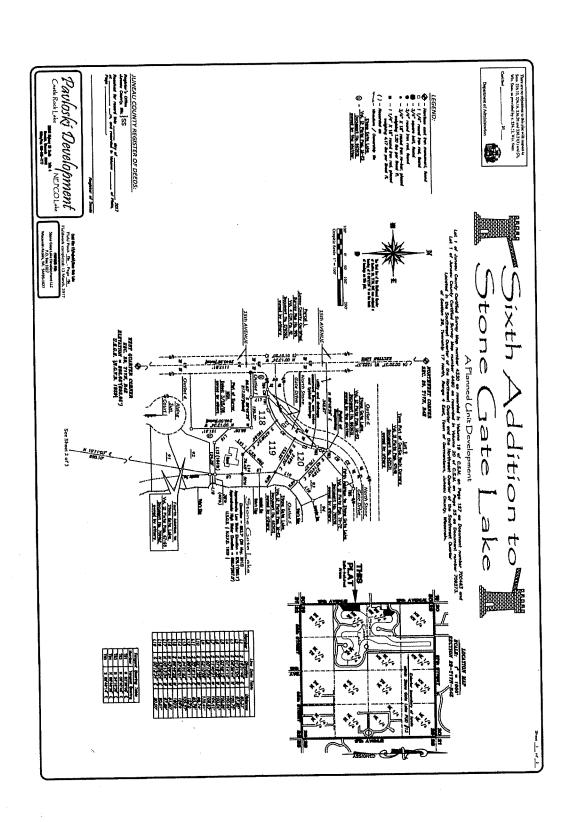
Lots 79 through 92 inclusive of the Fourth Addition to Stone Gate Lake. Filed on the 16th day of September, 2013 in Volume 12 of Plats at Pages 67-69 as Document Number 700462. Located in the Town of Germantown, Juneau County, Wisconsin.

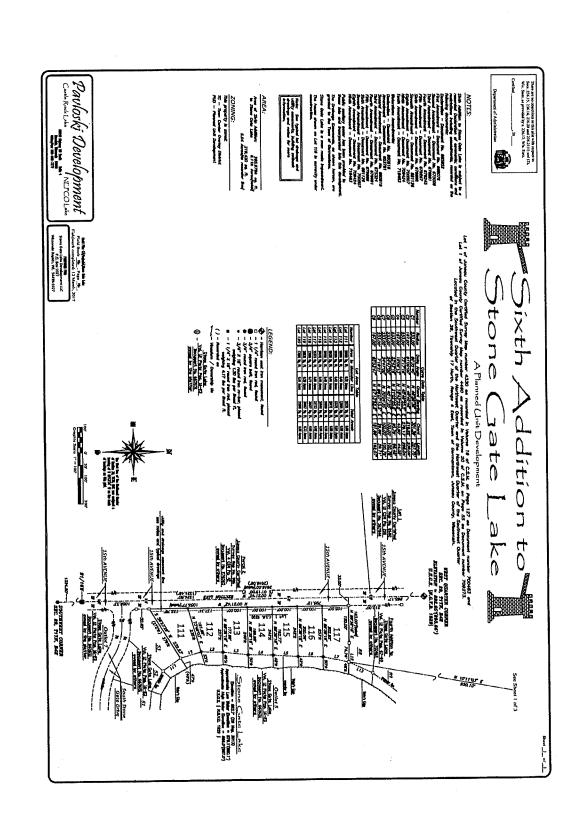
Lots 93 through 110 inclusive of the Fifth Addition to Stone Gate Lake. Filed on the 29th day of May, 2015 in Volume 12 of Plats at Pages 70-72 as Document Number 709198. Located in the Town of Germantown, Juneau County, Wisconsin.

EXHIBIT B LEGAL DESCRIPTION OF SIXTH ADDITION TO STONE GATE LAKE

Lots 111 through 120 inclusive of the Sixth Addition to Stone Gate Lake as recorded in Volume 12 of Plats on Pages 80-82 as Document Number 719977. Located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXHIBIT C FINAL PLAT OF SIXTH ADDITION TO STONE GATE LAKE (See attached Plat as the next page)







NIX+TL Stone Addition to Jate Jake

A Planned Unit Development

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Pavloski Development

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REVISED SEVENTH AMENDMENT TO STONE GATE LAKE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Document Number

Title of Document

DOCUMENT # 723242

RECORDED

December 07, 2017 9:00 AM

STACY D. HAVILL

REGISTER OF DEEDS

JUNEAU CO., WI

FEE AMOUNT: \$30.00

TOTAL PAGES: 12

Record this document with the Register of Deeds

Name and Return Address:

Pavloski Development, LLC N9246 Highway 80 South Suite #4 Necedah, WI. 54646

(Parcel Identification Number)

REVISED SEVENTH AMENDMENT TO STONE GATE LAKE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment to Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 1st day of December, 2017.

RECITALS

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, as amended (the "Stone Gate Lake Restrictions") dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and the First Amendment dated the 8th day of October, 2008, was recorded on the 15th day of October, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669076; and the Second Amendment dated the 12th day of August, 2009, was recorded on the 12th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675009; and the Third Amendment dated the 9th day of November, 2009, was recorded on the 2nd day of December, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676981; and the Fourth Amendment dated the 8th day of January, 2010, was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679245; and the Fifth Amendment dated the 26th day of April, 2010, was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679267; and the Sixth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Seventh Amendment dated the 11th day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Eighth

Amendment dated the 17th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Ninth Amendment dated the 8th day of June, 2015, was recorded on the 11th day of June, 2015, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 709424; and the Tenth Amendment dated the 12th day of January, 2017, was recorded on the 23rd day of January, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 718483; and the Eleventh Amendment dated the 12th day of May, 2017, was recorded on the 5th day of June, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 720336; and

WHEREAS, the Stone Gate Lake Restrictions cover all Lots and select Outlots within the Stone Gate Lake Subdivision, the First Addition, Second Addition, Third Addition, Fourth Addition, Fifth Addition and Sixth Addition to Stone Gate Lake Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A attached hereto and incorporated herein by reference (Subject Property); and

WHEREAS, the first page and Article XXII of the Stone Gate Lake Restrictions provides that the Declarant or its Affiliates have the sole right to subject to the Declaration additional lands (the Expansion Property); and

WHEREAS, Article XXIV of the Stone Gate Lake Restrictions provides that the Declarant or its Affiliates have the sole right to amend the Restrictions prior to the conveyance of the last Lot to an Owner other than the Declarant; and

WHEREAS, the Declarant desires to submit additional lands to the Stone Gate Lake Restrictions and amend certain provisions of the Restrictions as set forth in this Amendment; and

WHEREAS, the Declarant was originally both Great Northern Timber Company, LLC and D&L Land Ventures, LLC. The two companies merged on May 21, 2008 and Great Northern Timber Company, LLC was the surviving entity and sole Declarant;

WHEREAS, Great Northern Timber Company, LLC transferred its interest in Stone Gate Lake Subdivision, including its rights as Declarant, to Stone Gate Lake Development, LLC.

NOW, THEREFORE, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions are hereby amended as follows:

- 1. The real estate described on Exhibit B attached hereto and further described on the Final Plat of the Third Addition to Stone Gate Lake attached hereto as Exhibit C (the "Third Addition") is subject to the terms of the Declaration of Restrictions, and Lots 61 through 78 inclusive, as set forth therein are subject to the Declaration of Restrictions, and all purchasers and their successors of any portion of the Third Addition, and each and every conveyance of any portion of the Third Addition will be, subject to the Declaration of Restrictions
- 2. The following language shall be added to the end of Article II:

All lots shall be used for single family residential purposes only. Each residential Home on a Lot or any part thereof may be rented by written lease, provided that

- (a) The term of any such lease shall not be less than sixty (60) days
- (b) The lease contains a statement obligating all tenants to abide by the Declaration of Restrictions, the Articles of Incorporation, and the Bylaws, and all rules and regulations of the Association and providing that the lease is subject and subordinate to the same;
- (c) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and all rules and regulations of the Association shall be enforceable by the Association as a third-party beneficiary to the Lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws, and the rules and regulations of the Association, the right to evict the tenant or terminate the Lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation; and
- (d) A true and complete copy of the Lease shall be provided to the Association at least ten (10) days prior to execution so that the Association can confirm that the Lease meets the requirements of this section.

During the term of any lease, each Lot Owner shall remain liable for the compliance of the Home, such Lot Owner and all tenants of the Home with all provisions of this Declaration, the Bylaws, and the rules and regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Home. The restrictions against leasing contained in this Section may not be amended to impose further restrictions on the right to lease or deleted without the prior written consent of Declarant.

<u>Timeshare ownership.</u> Fractional share ownership or any similar concepts are strictly prohibited.

This document is being recorded to clarify the Sixth Amendment to Waterstone and Seventh Amendment to Stone Gate Lake Declaration of Covenants, Conditions and Restrictions recorded with the Juneau County Register of Deeds on August 11, 2010 as Document Number 681126 ("Corrected Document"). The Waterstone Declaration of Covenants, Conditions and Restrictions ("Waterstone Restrictions") and Stone Gate Lake Declaration of Covenants, Conditions and Restrictions ("Stone Gate Lake Restrictions") have different requirements for amendment.

Although the Corrected Document made reference to the Waterstone Restrictions in the recitals, it made no attempt to amend or modify the Waterstone Restrictions. The Corrected Document only amended the Stone Gate Lake Restrictions. This document is executed by the Declarant of the Stone Gate Lake Restrictions to clarify that the procedures to Amend the Waterstone Restrictions do not apply to an amendment applicable only to the Stone Gate Lake Restrictions.

IN WITNESS WHEREOF, this Amendment to the Stone Gate Declaration of Covenants, Conditions and Restrictions is executed by the Declarant as of the day and year first written above.

Stone Gate Lake Development, LLC

Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN))ss JUNEAU COUNTY)

Personally came before me this 1st day of December, 2017, the above-named Brad Pavloski, a Member of Stone Gate Lake Development, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.



Christopher J Renner Notary Public, Juneau County, Wisconsin My commission expires 23 January, 2018

This instrument drafted by: Attorney Eric S. Johnson Curran, Hollenbeck & Orton, S.C. 111 Oak St., PO Box 140 Mauston, Wisconsin 53948 (608) 847-7363

EXHIBIT A LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 through Lot 56 inclusive and Outlots 1, 2, 3, 5, 8 and 10 of Waterstone. Filed on the 7th day of June, 2006 in Volume 11 of Plats at Pages 60-64 as Document Number 650200. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 through Lot 53 inclusive and Outlot 1 through Outlot 7 inclusive of Stone Gate Lake. Filed on the 15th day of April, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 54 of the First Addition to Stone Gate Lake. Filed on the 22nd day of August, 2008 in Volume 12 of Plats at Pages 24 and 25 as Document Number 668110. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 55 through 60 inclusive of the Second Addition to Stone Gate Lake. Filed on the 7th day of January, 2010 in Volume 12 of Plats at Pages 36 and 37 as Document Number 677529. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 61 through 78 inclusive of the Third Addition to Stone Gate Lake. Filed on the 14th day of June, 2010 in Volume 12 of Plats at Pages 41-43 as Document Number 680090. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 79 through 92 inclusive of the Fourth Addition to Stone Gate Lake. Filed on the 16th day of September, 2013 in Volume 12 of Plats at Pages 67-69 as Document Number 700462. Located in the Town of Germantown, Juneau County, Wisconsin.

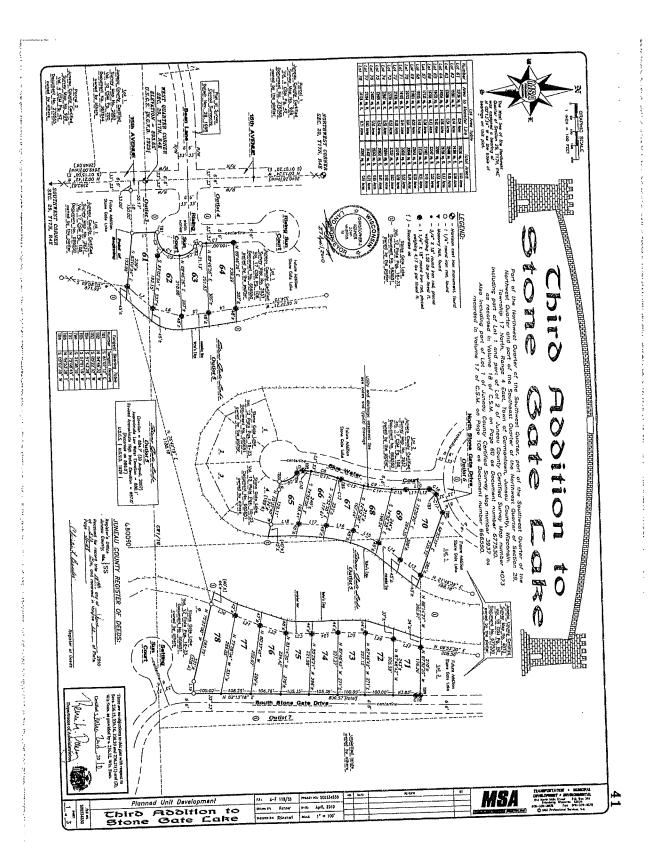
Lots 93 through 110 inclusive of the Fifth Addition to Stone Gate Lake. Filed on the 29th day of May, 2015 in Volume 12 of Plats at Pages 70-72 as Document Number 709198. Located in the Town of Germantown, Juneau County, Wisconsin.

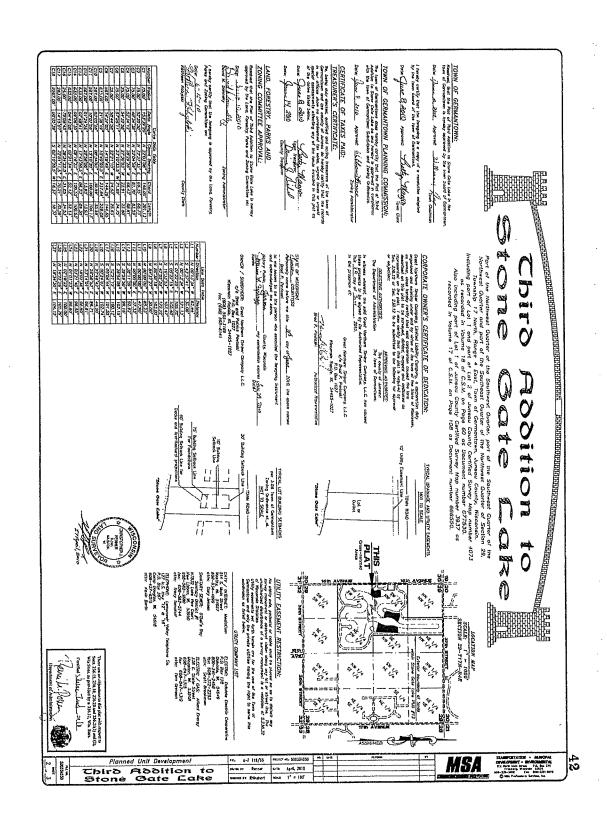
Lots 111 through 120 inclusive of the Sixth Addition to Stone Gate Lake. Filed on the 11th day of May, 2017 in Volume 12 of Plats on Pages 80-82 as Document Number 719977. Located in the Town of Germantown, Juneau County, Wisconsin.

EXHIBIT B LEGAL DESCRIPTION OF THIRD ADDITION TO STONE GATE LAKE

Lots 61 through 78 inclusive of the Third Addition to Stone Gate Lake. Filed on the 14th day of June, 2010 in Volume 12 of Plats at Pages 41-43 as Document Number 680090. Located in the Town of Germantown, Juneau County, Wisconsin.

EXHIBIT C FINAL PLAT OF THIRD ADDITION TO STONE GATE LAKE SUBDIVISION (See attached plat as the next page)







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SURVEYOR'S CERTIFICATE:

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Mark J. Henry R.L.S. S-2447

this 27th day of April, 2010

Planned Unil Development
Third Addition to
Stone Gate Lake

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ELEVENTH AMENDMENT TO WATERSTONE AND TWELFTH AMENDMENT TO STONE GATE LAKE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Document Number

Title of Document

DOCUMENT # 727135

RECORDED

August 24, 2016 1:30 PM STACY D. HAVILL REGISTER OF DEEDS JUNEAU CO., WI FEE AMOUNT: \$30.00

TOTAL PAGES: 16

Record this document with the Register of Deeds

Name and Return Address:

Pavloski Development, LLC N9246 State Road 80 Door 89 Necedah, WI. 54646

(Parcel Identification Number)

AMENDMENT TO WATERSTONE AND STONE GATE LAKE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment to Waterstone and Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 24th day of August, 2018.

RECITALS

WHEREAS, the Waterstone Declaration of Covenants, Conditions and Restrictions, as amended (the "Waterstone Restrictions") dated the 12th day of June, 2006, was recorded on the 21st day of June, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 650516; and an Amendment dated the 31st day of October, 2006, was recorded on the 2nd day of November, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 653781; and an Amendment dated the 29th day of April, 2008, was recorded on the 29th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665919; and the Third Amendment dated the 1st day of September, 2009, was recorded on the 1st day of September, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675324; and the Fourth Amendment dated the 1st day of October, 2009, was recorded on the 16th day of November, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676691; and the Fifth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Sixth Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Seventh Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Eighth Amendment dated the 4th day of June, 2015, was recorded on the 11th day of June, 2015, with the Register of Deeds for

Juneau County, Wisconsin, as Document No. 709424; and the Ninth Amendment dated the 12th day of January, 2017, was recorded on the 23rd day of January, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 718483; and the Tenth Amendment dated the 12th day of May, 2017, was recorded on the 5th day of June, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 720336; and

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, as amended (the "Stone Gate Lake Restrictions") dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and the First Amendment dated the 8th day of October, 2008, was recorded on the 15th day of October, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669076; and the Second Amendment dated the 12th day of August, 2009, was recorded on the 12th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675009; and the Third Amendment dated the 9th day of November, 2009, was recorded on the 2nd day of December, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676981; and the Fourth Amendment dated the 8th day of January, 2010, was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679245; and the Fifth Amendment dated the 26th day of April, 2010, was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679267; and the Sixth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Seventh Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Eighth Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September,

2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Ninth Amendment dated the 4th day of June, 2015, was recorded on the 11th day of June, 2015, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 709424; and the Tenth Amendment dated the 12th day of January, 2017, was recorded on the 23rd day of January, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 718483; and the Eleventh Amendment dated the 12th day of May, 2017, was recorded on the 5th day of June, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 720336; and

WHEREAS, the Waterstone Restrictions and the Stone Gate Lake Restrictions cover all Lots and select Outlots within the Waterstone Subdivision, the Stone Gate Lake Subdivision, the First Addition, Second Addition, Third Addition, Fourth Addition, Fifth Addition and Sixth Addition to Stone Gate Lake Subdivision, all located in the Town of Germantown, Juneau County, Wisconsin, which are legally described on Exhibit A attached hereto and incorporated herein by reference (the "Subject Property"); and

WHEREAS, the first page and Article XXIII of the Waterstone Restrictions provides that the Declarant's Affiliates have the sole right to subject to the Declaration the Expansion Property, other lands acquired by Declarant's Affiliates, and to grant the owners of lots in the Declarant's Affiliates' other developments the right to use certain Outlots located in Waterstone Subdivision; and

WHEREAS, Article XXII of the Stone Gate Lake Restrictions provides that the Successor Declarant has the sole right to amend the Restrictions and to subject to the Declaration additional lands; and

WHEREAS, the Declarant's Affiliate and Successor Declarant desire to submit additional lands to the Stone Gate Lake Restrictions as set forth in this Amendment.

WHEREAS, the Declarant's Affiliate and Successor Declarant desire to amend certain provisions of Article VII of the Stone Gate Lake Restrictions to update the fee schedule by establishing a fine to be levied by the Association and/or Architectural Control Committee if the building permit from the Town is applied for prior to the approval of plans as allowed for therein; and

WHEREAS, the Declarant's Affiliate and Successor Declarant desire to amend certain provisions of Article XII of the Stone Gate Lake Restrictions to allow for the limited storage of trailers; and

WHEREAS, the Declarant's Affiliate and Successor Declarant desire to amend and update certain provisions of Article XIII of the Stone Gate Lake Restrictions to establish a fine to be levied by the Association on behalf of and payable to the Developer for not remedying identified violations of the restrictions on the display and placement of signs; and

NOW, THEREFORE, the Stone Gate Lake Restrictions are hereby amended as follows:

1. The real estate legally described on Exhibit B attached hereto and further depicted on the Final Plat of the Seventh Addition to Stone Gate Lake attached hereto as Exhibit C (the "Seventh Addition") is hereby subject to the terms of the Stone Gate Lake Restrictions. Lot 121 of the Seventh Addition as set forth therein is subject to the Stone Gate Lake Restrictions, and all purchasers of such lot and the successors in interest of any portion of Lot 121 of the Seventh Addition, and each and every conveyance of any portion of Lot 121 of the Seventh Addition will be, subject to such Restrictions.

2. Article VII – Architectural Control

The following language shall be added to the end of Article VIII:

"4. Building permit from the Town of Germantown applied for prior to approval of the house plans by the Architectural Control Committee = \$2,500 fine"

3. Article XII - Outdoor Storage

Article XII shall be deleted in its entirety and replaced with the following:

"No on-site un-housed storage will be allowed. Storage of trailers will be allowed for a maximum of three (3) days in any calendar month, provided they are not kept closer than 30 feet from any public road and 10 feet from any property line."

4. <u>Article XIII – Signs</u>

The second paragraph of Article XIII shall be deleted and replaced with the following:

"In the event the Association or Developer provides notice to a Lot owner that they have a prohibited tube style sign or other sign advertising a lot for sale on their property, the Lot owner shall have three (3) days to remove the info tube or sign. If the violation is not corrected within the three (3) day period, the Association or Developer shall have the right to remove the info tube or sign and specially assess the Lot owner a fine of \$500."

IN WITNESS WHEREOF, this Amendment to the Waterstone Restrictions and Stone

Gate Lake Restrictions is executed by the Declarant's Affiliate and Successor Declarant as of the
day and year first written above.

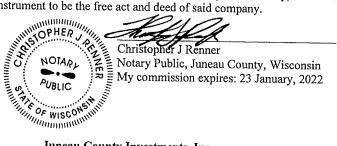
(Signatures appear on the next page following)

This instrument drafted by:
Michael D. Orgeman
Lichtsinn & Haensel, s.c.
111 E. Wisconsin Avenue, Suite 1800
Milwaukee, WI 53202
(414) 276-3400

| Bear Paw Lake Investments, LLC |
|--|
| By: Brad Pavloski, Member |
| ACKNOWLEDGMENT |
| STATE OF WISCONSIN))ss COUNTY OF JUNEAU) |
| On this 24th day of August, 2018, before me appeared Brad Pavloski, Member of Bear Paw Lake Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company. Christopher J Renner Notary Public, Juneau County, Wisconsin My commission expires: 23 January, 2022 |
| Sand Point Lake Investments, LLC |
| By: Brad Pavloski, Member |
| ACKNOWLEDGMENT |
| STATE OF WISCONSIN))ss COUNTY OF JUNEAU) |
| On this 24th day of August, 2018, before me appeared Brad Pavloski, Member of Sand Point Lake Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company. Christopher J Renner |
| Christopher J Renner Notary Public, Juneau County, Wisconsin My commission expires: 23 January, 2022 |
| |

| LD Northern Wise | consin Holdings, LLC |
|------------------|----------------------|
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| 1 2/2 | Brad Pavloski, Membe |
| ACKNOWLEDGM | ENT |
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On this 24th day of August, 2018, before me appeared Brad Pavloski, Member of LD Northern Wisconsin Holdings, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



Juneau County Investments, Inc.

By: Brad Pavloski, President

ACKNOWLEDGMENT

STATE OF WISCONSIN))ss COUNTY OF JUNEAU)

STATE OF WISCONSIN

COUNTY OF JUNEAU

)ss

On this 24th day of August, 2018, before me appeared Brad Pavloski, President of Juneau County Investments, Inc., a Delaware Corporation, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said corporation by its authority, and said person acknowledged said instrument to be the free act and deed of said corporation.

NOTARY REPORTED TO STATE OF WISCOMMINISTRATION OF WISCOMMINISTRATI

Christopher J Renner

Notary Public, Juneau County, Wisconsin My commission expires: 23 January, 2022

| | Stone Gate Lake Development, LLC | | |
|--|--|--|--|
| | By: Brad Pavloski, Member | | |
| ACKNOWLEDGMENT | | | |
| STATE OF WISCONSIN |))ss | | |
| COUNTY OF JUNEAU | ý | | |
| Stone Gate Lake Development was say that said instrument was | lay of August, 2018, before me appeared Brad Pavloski, Member of int, LLC, to me personally known, who, being by me duly sworn, did signed on behalf of said company by its authority, and said person int to be the free act and deed of said company. Christopher J Renner Notary Public, Juneau County, Wisconsin My commission expires: 23 January, 2022 | | |
| | OF WISCONSTITUTE | | |
| | By: Brad Pavloski, Member | | |
| | ACKNOWLEDGMENT | | |
| STATE OF WISCONSIN |) | | |
| COUNTY OF JUNEAU |)ss) | | |
| Copper Point Investments, I that said instrument was si | day of August, 2018, before me appeared Brad Pavloski, Member of LLC, to me personally known, who, being by me duly sworn, did say gned on behalf of said company by its authority, and said person ent to be the free act and deed of said company. | | |

Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires: 23 January, 2022

PUBLIC

PUBLIC

that said instrument was signed acknowledged said instrument to White House 16th, LLC

By:

Brad Pavloski, Member

ACKNOWLEDGMENT

| STATE OF WISCONSIN |) |
|--------------------|-----|
| |)s: |
| COUNTY OF JUNEAU |) |

On this 24th day of August, 2018, before me appeared Brad Pavloski, Member of White House 16th, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



Christopher J Renner

Notary Public, Juneau County, Wisconsin My commission expires: 23 January, 2022

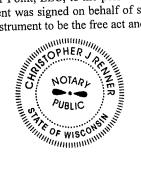
Island Lake at Copper Point, LLC

Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN))ss COUNTY OF JUNEAU)

On this 24th day of August, 2018, before me appeared Brad Pavloski, Member of Island Lake at Copper Point, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



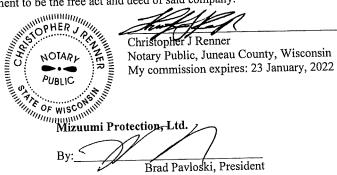
Christopher J Renner

Notary Public, Juneau County, Wisconsin My commission expires: 23 January, 2022

| Campfire Lake Investments, LLC |
|--------------------------------|
| By: Brad Pavloski, Member |
| CKNOWLEDGMENT |

| STATE OF WISCONSIN |) |
|--------------------|-----|
| DIMIL OF WILDOW |)s: |
| COUNTY OF IUNEAU |) |

On this 24th day of August, 2018, before me appeared Brad Pavloski, Member of Campfire Lake Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



ACKNOWLEDGMENT

| STATE OF WISCONSIN |) |
|--------------------|----------|
| COUNTY OF JUNEAU |)s:) |

On this 24th day of August, 2018, before me appeared Brad Pavloski, President of Mizuumi Protection, Ltd., to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.

HOTARY REALITIONS OF WISCOMING

Christopher J Renner

Notary Public, Juneau County, Wisconsin My commission expires: 23 January, 2022

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EXHIBIT B LEGAL DESCRIPTION OF LOT 121 OF SEVENTH ADDITION TO STONE GATE LAKE

Lot 121 of the Seventh Addition to Stone Gate Lake as recorded in Volume 13 of Plats on Pages 7-8 as Document number 727102. Located in the Northeast Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXHIBIT C FINAL PLAT OF SEVENTH ADDITION TO STONE GATE LAKE (See attached Plat as the next page)

