

652190

STATE BAR OF WISCONSIN FORM 1 - 1998

WARRANTY DEED

Document Number

VOL 0963 PG 799

This Deed, made between Future Farm, L.L.C., a Wisconsin limited liability company

Grantor, and Bosshard Investments, L.L.P., an undivided one-fourth (1/4) interest, William H. Bosshard, an undivided one-half (1/2) interest, and Kurt R. Bosshard, an undivided one-fourth (1/4) interest
Grantee.

Grantor, for a valuable consideration, conveys to Grantee the following described real estate in Grant County, State of Wisconsin (The "Property"):

See Exhibit A attached hereto

GRANT COUNTY, WI
RECEIVED FOR RECORD

APR 2- 2003

8:15 A M recorded in
Vol. 963 of Records Page 799
Marilyn Purce Register

Recording Area

Name and Return Address

Bosshard Investments, LLP
211 S Main St., PO Box 247
Alma, WI 54610

Parcel Identification Number (PIN)

This is not homestead property.
(X) (is not)

State Transfer

Fee Paid

\$ 1335.00

W7

Buyer grants Seller a first right of refusal on property described by this deed for a period of ten years from this date.

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except Municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing.

Dated this 7th day of March, 2003

Future Farm, LLC

* Thomas A. Ernstmeyer, Jr., Sole Member

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Walter R. Stewart

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN)

La Crosse) ss.

Personally came before me this 7th day of
MARCH the above named

Thomas A. Ernstmeyer

to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

* William H. Bosshard

Notary Public, State of Wisconsin

My Commission is permanent. (If not, state expiration date: _____)

3-26

04

*Names of persons signing in any capacity should be typed or printed below their signatures

WARRANTY DEED

STATE BAR OF WISCONSIN
FORM No. 1 - 1998

REPRODUCTION BY PERMISSION OF THE WISCONSIN STATE BAR ASSOCIATION

EXHIBIT A

Parcel I

Southwest quarter of the Northwest quarter (SW NW); Northeast quarter of the Southwest quarter (NE SW); and the Northwest quarter of the Southwest quarter (NW SW), all in section 35, T5N, R6W, Town of Bloomington, Grant County, Wisconsin; subject to an association road along the northerly border east of the private road, which road terminates at Elm Lane; further subject to the rights of the public in and to Mississippi Lane. Said parcel consisting of 120 acres, more or less.

Parcel II

Northeast quarter of the Southeast quarter (NESE); Northwest quarter of the Southeast quarter (NWSE); all lands in the Northeast quarter of the Southwest quarter (NESW) east of the railroad tracks, all in section 34, T5N, R6W, Town of Bloomington, Grant County, Wisconsin; subject to the rights of the public in and to River Road. Said Parcel consisting of 100 acres, more or less.

Parcel III

An easement for ingress, egress, and driveway improvements in the South Half (S ½) of the Northeast Quarter (NE 1/4); that part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) lying East of the Chicago, Burlington, and Quincy Railroad right of way; and the South Half (S ½) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) lying East of railroad described as follows:

Over the presently existing roadway located in the South 440' of that part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) lying east of the Chicago, Burlington, and Quincy Railroad Right of Way.

All in Section Thirty-four (34), Township Five (5) North, Range Six (6) West of the 4th P.M., Grant County, Wisconsin.

Parcel IV

An easement for ingress and egress across property described in attached Exhibit B.

Parcel V

An easement for ingress and egress across property described in attached Exhibit C.

EXHIBIT B

The north 33 feet of the east 150 feet of the south 600 feet, and the east 33 feet of the south 600 feet all located in the NW ¼ of the NW ¼ of Section 35, Town 5 North, Range 6 West, Grant County, Wisconsin.

Also along with the following described easement:

A Sixty-six foot (66') wide ingress-egress easement being located in Sections Twenty-six (26) and Thirty-five (35), Town Five (5) North, Range Six (6) West of the 4th P.M., Grant County, Wisconsin, the centerline of said easement being described as follows:
 Beginning at a point in the centerline of Elm Lane, being located 133.98' North and 139.15' East of the Northwest corner of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Section Thirty-five (35);
 Thence South 84° 26' 46" West 82.14';
 Thence North 87° 16' 15" West 57.51';
 Thence Westerly 109.50' on the arc of a curve concave Southerly having a radius of 350.00' and a long chord bearing South 83° 13' 46" West 109.06';
 Thence South 74° 16' 00" West 42.15';
 Thence Southwesterly 144.55' on the arc of a curve concave Southeasterly having a radius of 110.00' and a long chord bearing South 36° 37' 18" West 134.37';
 Thence South 01° 01' 24" East 249.57';
 Thence Southerly 48.58' on the arc of a curve concave Easterly having a radius of 100.00' and a long chord bearing South 14° 56' 26" East 48.10';
 Thence South 28° 51' 27" East 35.34';
 Thence Southerly 60.96' on the arc of a curve concave Westerly having a radius of 100.00' and a long chord bearing South 11° 23' 38" East 60.02';
 Thence South 06° 04' 12" West 35.74';
 Thence Southerly 42.39' on the arc of a curve concave Easterly having a radius of 100.00' and a long chord bearing South 06° 04' 30" East 42.08';
 Thence South 16° 22' 28" East 166.92';
 Thence Southerly 174.63' on the arc of a curve concave Westerly having a radius of 105.00' and a long chord bearing South 31° 16' 17" West 155.19';
 Thence South 78° 55' 02" West 54.53';
 Thence Westerly 95.99' on the arc of a curve concave Northerly having a radius of 300.00' and a long chord bearing South 88° 05' 00" West 95.58';
 Thence North 82° 45' 02" West 283.53';
 Thence Westerly 195.21' on the arc of a curve concave Southerly having a radius of 1500.00' and a long chord bearing North 86° 28' 43" West 195.08';
 Thence South 89° 47' 35" West 90.84';
 Thence Southerly 149.25' on the arc of a curve concave Southerly having a radius of 300.00' and a long chord bearing South 75° 32' 25" West 147.72';
 Thence South 61° 17' 16" West to a point located 33' Easterly of (measured perpendicularly) the West line of said Section 35;
 Thence Southerly parallel to and 33' Easterly of the West line of Section 35 to a point located 33' Southerly of (measured perpendicularly) the extension of the South line of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section 34;
 Thence Westerly parallel to and 33' Southerly of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section 34 to the West line of said Section 35 and the terminus point. The side margins of the easement strip are lengthened or shortened to terminate at the centerline of Elm Lane and the West line of Section 35 that are intersected with the above described centerline.

Also an easement for ingress and egress 33 feet wide over the presently existing roadway located in the south 120 feet of Lot 1 of Grant County Certified Survey Map No. 796, Volume 6, Page 176, Document No. 631303, recorded on August 15, 2001.

EXHIBIT C

An easement for ingress and egress fifteen feet either side of a line which commences at the center of the southerly end of Mississippi Lane in the South half of the Southwest quarter (S 1/2 of SW 1/4) of Section 35, thence following a private gravel road in a westerly direction through the land described on Exhibit D and terminating at a point along the southerly border of the land described on Exhibit A east of River Road.

EXHIBIT D

South half of the Southwest quarter (S SW) of section 35, T5N, R6W, Town of Bloomington, Grant, County, Wisconsin, subject to the rights of the public in Mississippi Lane.

West half of section 2, T4N, R6W, Town of Bloomington, Grant, County, Wisconsin, except the Southeast quarter of the Southwest quarter (SE SW) and the South half of the Southwest quarter of the Southwest quarter (SW SW).

East half of Section 3, T4N, R6W, Town of Bloomington, Grant, County, Wisconsin, except Southeast quarter of the Southwest quarter (SE SW) and Southwest quarter of the Southwest quarter (SWSW).

The 30 acres, more or less, east of the railroad tracks in Northeast quarter of the Northwest quarter (NE NW), section 3, T4N, R6W, Town of Bloomington, Grant, County, Wisconsin. Subject to the rights of the public in and to River Road. 20 acres M/L SE NW Sec. 3, T4N

All lands east of the rail road tracks in the Southeast quarter of the Southwest quarter (SE SW), Section 34, T5N, R6W, Town of Bloomington, Grant, County, Wisconsin; subject to the rights of the public in and to River Road.

621073

EASEMENT AGREEMENT

Document Number

Title of Document

This Agreement (hereafter the "Agreement") entered into this 19th day of July, 2000, by and between Roy Hermesen and Future Farms, LLC, a Wisconsin limited liability company (hereafter "Future Farms").

RECITALS

1. Roy Hermesen is the owner of certain lands in Sections 26, 34 and 35, Town 5 North, Range 6 West, Grant County, State of Wisconsin, as described on Exhibit A.
2. Future Farms has acquired certain lands in Sections 34 and 35, Town 5 North, Range 6 West, Grant County, State of Wisconsin, as described on Exhibit B, and desires to access across Parcel 2 of Exhibit A to the point where Elm Lane ends along the north line of Section 35 and the south line of Section 26, Town 5 North, Range 6 West, Grant County, Wisconsin.
3. Whereas the parties desire to create an easement for the benefit of the lands owned by each party as set forth in this Agreement.

NOW WHEREFORE for good and valuable consideration this day paid, the parties hereto agree as follows:

Parcel Identification No.

1. Hermesen grants to Future Farms the right of ingress and egress over the private road of Parcel 2 on Exhibit A so that the lands on Exhibit B have access to Elm Lane.
2. Future Farms grants to Hermesen an ingress and egress easement over the existing private road on Parcel 1 of Exhibit B, from the southeast corner of Parcel 1, Exhibit A, to the easement granted by Hermesen to Future Farms in paragraph 1 above.
3. This Agreement shall run with the land, bind the parties hereto, and inure to the benefits of their heirs, representatives, successors, and assigns with respect to the real estate described herein.

Dated this 19th day of July, 2000.

Roy Hermesen
Roy Hermesen

FUTURE FARMS, LLC

By: Thomas A. Ernstmeier
Thomas A. Ernstmeier, Member

STATE OF WISCONSIN
COUNTY OF GRANT

) ss.

Personally came before me this 19th day of July, 2000, the above-named Roy Hermesen to me known to be the person who executed the foregoing instrument and acknowledge the same.

(Notary Seal)

John P. McNamara
John P. McNamara
Notary Public, Grant County, Wisconsin
My Commission Is Permanent.

L VOL 854 PAGE 424

GRANT COUNTY, WI
RECEIVED FOR RECORD

AUG 10 2000

at 1:30 P M. and recorded in
Vol. 854 of Records Page 424
McNamara Register

Record this document with the Register of Deeds

Name and Return Address:

Atty. John P. McNamara
HKM&D

160992

Northeast quarter of the northeast quarter of Section 34, T4-5N, R 6W, consisting of eighty (80) acres.

Parcel 2

That portion of the West $\frac{1}{2}$ of the NW $\frac{1}{4}$ commencing at a point 11 rods East of the Northwest corner of Section 35, thence Southeasterly in a semi-circle with the deepest point 7 rods South of the North Section line of said Section 35; then Northeasterly back to a point 40 rods East of the starting point on the said North Section line; thence West 40 rods along said North line to starting point; all in Section 35, T 5N, R 6W of the 4th P.M., Grant County, Wisconsin and that portion of Section 26 described as an easement as follows:

DESCRIPTION OF EASEMENT:

A Sixty-six foot (66') wide Ingress-egress easement being located in Sections Twenty-six (26) and Thirty-five (35), Town Five (5) North, Range Six (6) West of the 4th P.M., Grant County, Wisconsin, the centerline of said easement being described as follows:

Beginning at a point in the centerline of Elm Lane, being located 133.98' East and 139.15' North of the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section Thirty-five (35);

Thence South $84^{\circ} 26' 46''$ West 82.14';

Thence North $87^{\circ} 16' 15''$ West 57.51';

Thence Westerly 109.50' on the arc of a curve concave Southerly having a radius of 350.00' and a long chord bearing South $83^{\circ} 13' 46''$ West 109.06';

Thence South $74^{\circ} 16' 00''$ West 42.15';

Thence Southwesterly 144.55' on the arc of a curve concave Southeasterly having a radius of 110.00' and a long chord bearing South $36^{\circ} 37' 18''$ West 134.37';

Thence South $01^{\circ} 01' 24''$ East 249.57';

Thence Southerly 48.58' on the arc of a curve concave Easterly having a radius of 100.00' and a long chord bearing South $14^{\circ} 56' 26''$ East 48.10';

Thence South $28^{\circ} 51' 27''$ East 35.34';

Thence Southerly 60.96' on the arc of a curve concave Westerly having a radius of 100.00' and a long chord bearing South $11^{\circ} 23' 38''$ East 60.02';

Thence South $06^{\circ} 04' 12''$ West 35.74';

Thence Southerly 42.39' on the arc of a curve concave Easterly having a radius of 100.00' and a long chord bearing South $06^{\circ} 04' 30''$ East 42.08';

Thence South $16^{\circ} 22' 28''$ East 166.92';

Thence Southerly 174.63' on the arc of a curve concave Westerly having a radius of 105.00' and a long chord bearing South $31^{\circ} 16' 17''$ West 155.19';

Thence South $78^{\circ} 55' 02''$ West 54.53';

Thence Westerly 95.99' on the arc of a curve concave Northerly having a radius of 300.00' and a long chord bearing South $88^{\circ} 05' 00''$ West 95.58';

Thence North $82^{\circ} 45' 02''$ West 283.53';

Thence Westerly 195.21' on the arc of a curve concave Southerly having a radius of 1500.00' and a long chord bearing North $86^{\circ} 28' 43''$ West 195.08';

Thence South $89^{\circ} 47' 35''$ West 90.84';

Thence Southerly 149.25' on the arc of a curve concave Southerly having a radius of 300.00' and a long chord bearing South $75^{\circ} 32' 25''$ West 147.72';

Thence South $61^{\circ} 17' 16''$ West to a point located 33' Easterly of (measured perpendicularly) the West line of said Section 35;

Thence Southerly parallel to and 33' Easterly of the West line of Section 35 to a point located 33' Southerly of (measured perpendicularly) the extension of the South line of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 34;

Thence Westerly parallel to and 33' Southerly of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 34 to the West line of said Section 35 and the terminus point. The side margins of the easement strip are lengthened or shortened to terminate at the centerline of Elm Lane and the West line of Section 35 that are intersected with the above described centerline.

EXHIBIT B**Parcel 1**

The West $\frac{1}{2}$ of the NW $\frac{1}{4}$, EXCEPT Commencing at a point 11 rods East of the Northwest corner of Section 35, thence Southeasterly in a semi-circle with the deepest point 7 rods South of the North Section line of said Section 35; then Northeasterly back to a point 40 rods East of the starting point on the said North Section line; thence West 40 rods along said North line to starting point; all in Section 35, T 5N, R 6W of the 4th P.M., Grant County, Wisconsin.

Parcel 2

The South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$); that part of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) lying East of the Chicago, Burlington and Quincy Railroad right of way; and the South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) lying East of railroad.

All in Section Thirty-four (34), Township Five (5) North, Range Six (6) West of the 4th P.M., Grant County, Wisconsin.

621073

VOL 854 PAGE 427

FUTURE FARM, L.L.C.

By:

Thomas A. Ernstmeyer, Jr., memberRoy Hermson

STATE OF WISCONSIN }

Sauk COUNTY }

ss

Personally came before me this 19th day of July, 2000, the above-named Thomas A. Ernstmeyer, Jr., to me known to be the person who executed the foregoing instrument and acknowledged the same.

Lavinda R. Carlson
* Lavinda R. Carlson
Notary Public, State of Wisconsin
My commission expires: 12-14-03

STATE OF WISCONSIN }

 COUNTY }

ss

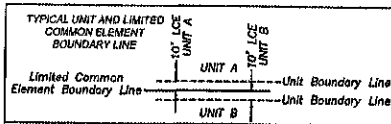
Personally came before me this day of , , the above-named Roy Hermson to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission

This document drafted by
Walter R. Stewart
Attorney at Law

MISSISSIPPI MOUNTAIN - A CONDOMINIUM

LOCATED IN THE NW-NW AND SW-NW, SECTION 2, NE-NE, SE-NE, SW-NE, NW-NE, NE-NW, NW-SE, NE-SE AND GOVERNMENT LOT 2, SECTION 3, T4N R6W AND THE SE-SE, SW-SE AND SE-SW, SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN



NOTE:

LIMITED COMMON ELEMENT:

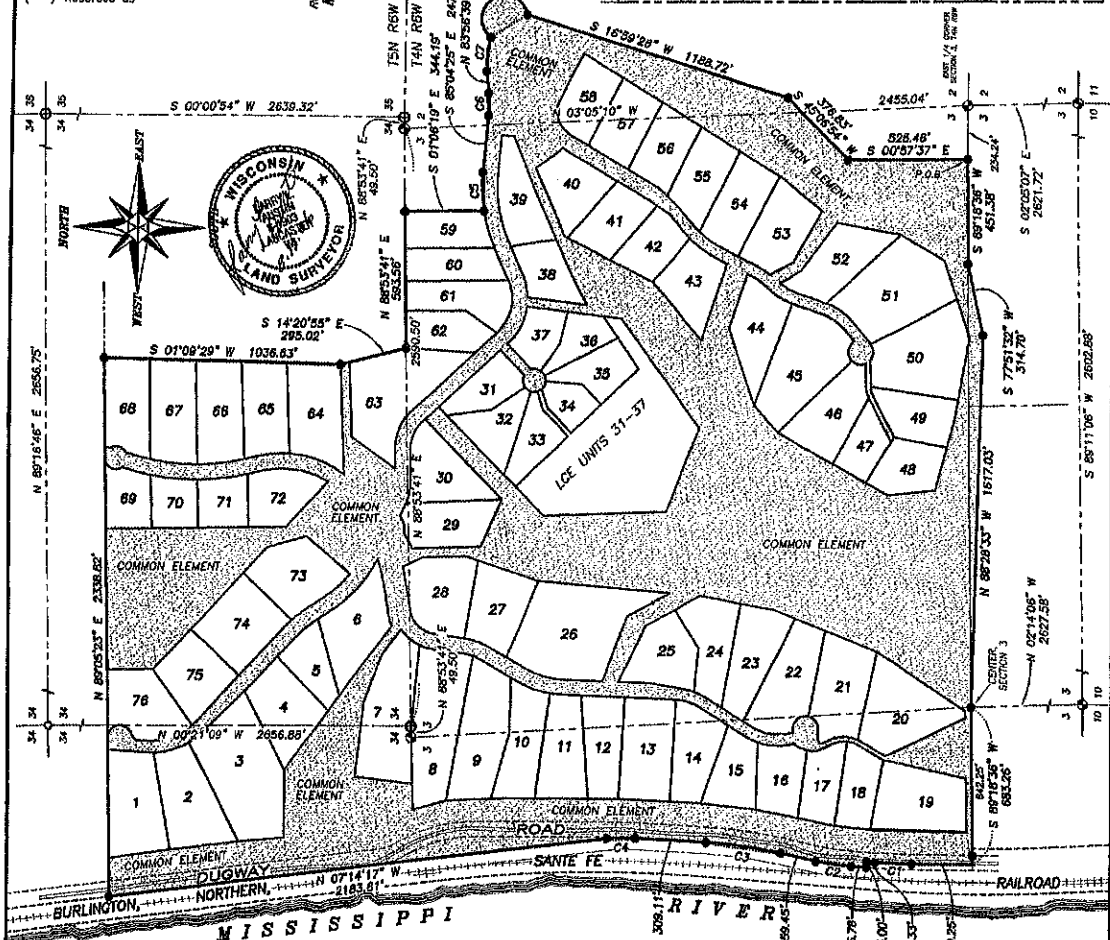
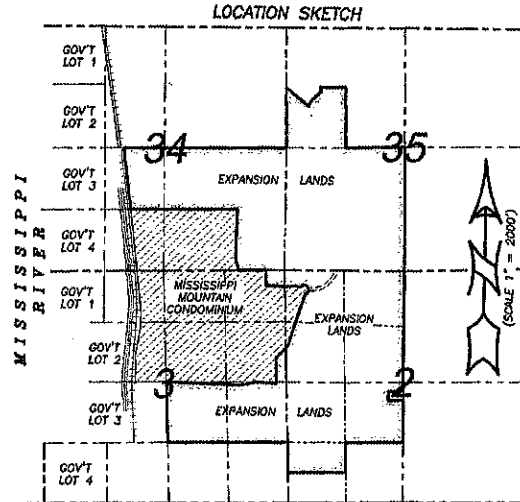
All lands within the Limited Common Elements Boundary Lines not occupied by the Unit shall be Limited Common Elements for the Exclusive use of the immediately adjacent Unit, intending to include the area beneath each individual unit.

LEGEND

- These standard symbols will be found in the drawings:
- No. 8 x 30" rebar set with Grant County Aluminum Cap
 - No. 8 rebar found with Grant County Aluminum Cap
 - No. 6 rebar found
 - No. 6 x 24" rebar set with cap
 - + No monument set
 - Existing Utility Pole
 - Existing Overhead Power
 - Condominium Boundary Line
 - Unit Line
 - Limited Common Element (LCE) Line
 - Easement Line
 - () Recorded as

Non-exclusive easement for uninterrupted and unimpeded vehicular and pedestrian ingress-egress and the right to construct, improve and maintain a private roadway and to install and maintain public utilities.

65' WIDE PUBLIC ROADWAY EXISTING FOR MISSISSIPPI LAKE



CURVE	ARC	RADIUS	CHORD	CHORD BEARING
C1	158.34'	2508.00'	158.32'	N 01°50'52" E
C2	154.76'	1033.00'	154.61'	N 07°56'54" E
C3	325.31'	1967.00'	324.94'	N 07°30'08" E
C4	122.02'	698.98'	121.87'	N 02°14'13" W
C5	168.99'	665.00'	166.35'	N 87°44'33" E
C6	95.84'	502.00'	95.69'	N 89°26'03" E
C7	152.31'	366.00'	151.21'	S 84°08'04" E
C8	391.75'	100.00'	185.14'	N 32°36'41" W

SCALE 1" = 400'



4211 HWY 81 E
LANCASTER, WI 53813
PHONE 608-723-6363
FAX 608-723-6702

MISSISSIPPI MOUNTAIN - A CONDOMINIUM
LOCATED IN SECTIONS 2 AND 3, T4N R6W AND SECTION 34,
T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

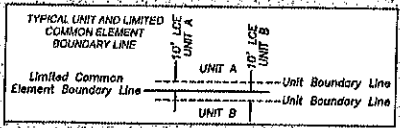
JOB NO: 059292
FIELDBOOK: TDS RANGER
G-T5N R6W 34
H:\PLAT\T5N R6W\Mississippi Mt\MissMtg1

DRAWN BY: AJ AUSTIN
APPROVED: LL AUSTIN
CREW: BS-SA-SB-BO
SHEET 1 OF 11

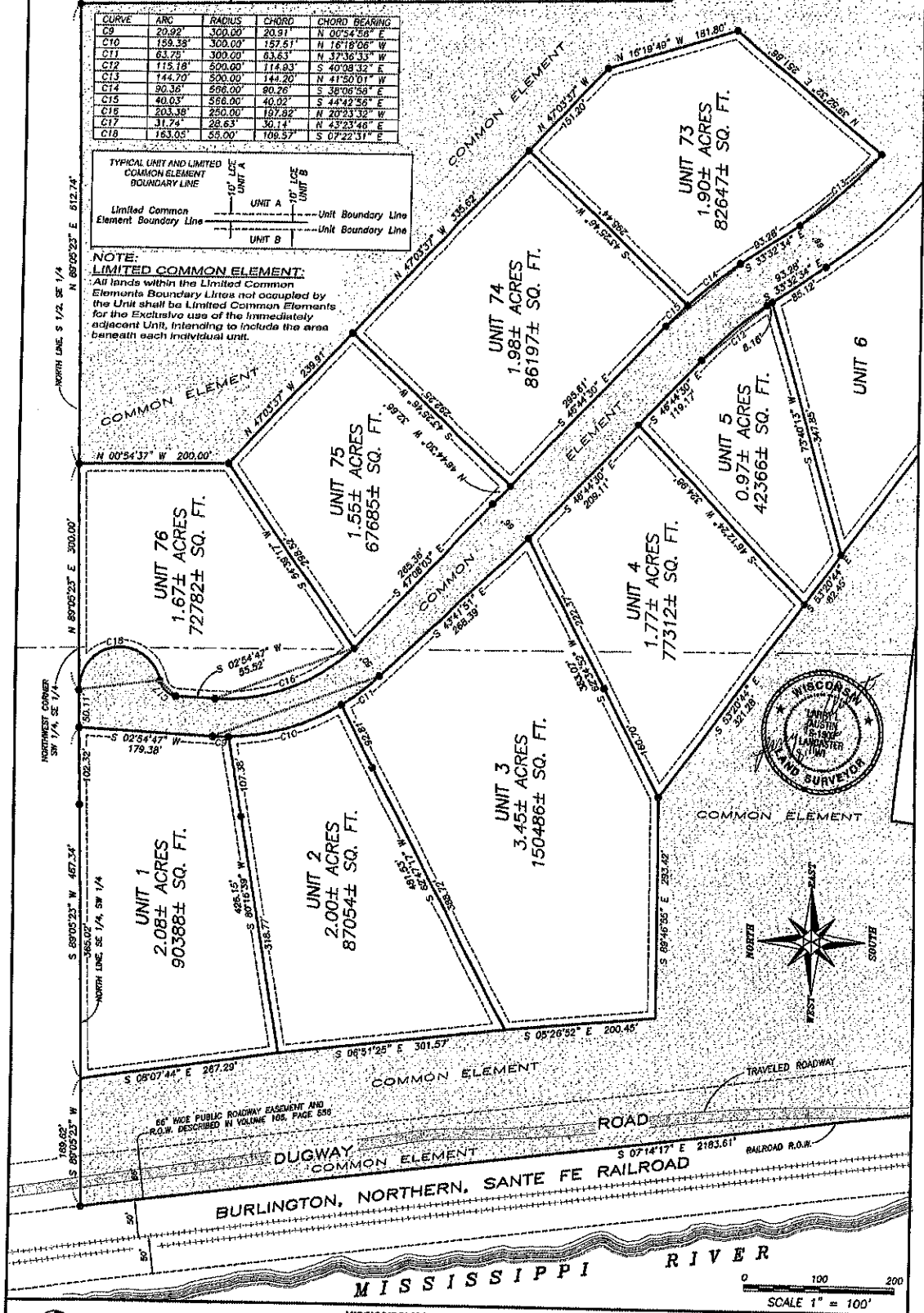
MISSISSIPPI MOUNTAIN. A CONDOMINIUM

LOCATED IN THE NW-NW AND SW-NW, SECTION 2, NE-NE, SE-NE, SW-NE, NW-NE, NE-NW, NW-SE, NE-SE AND GOVERNMENT LOT 2, SECTION 3, T4N R6W AND THE SE-SE, SW-SE AND SE-SW, SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

CURVE	ARC	RADIUS	CHORD	CHORD BEARING
C9	20.92	300.00	20.91	N 00°54'56" E
C10	159.35	300.00	157.51	N 16°18'06" W
C11	63.75	300.00	63.63	N 37°36'33" W
C12	115.18	300.00	114.83	S 40°08'32" E
C13	144.70	300.00	144.20	N 41°50'01" W
C14	92.36	300.00	92.26	S 38°06'58" E
C15	40.03	300.00	40.02	S 44°42'54" E
C16	203.38	300.00	197.32	N 20°23'32" W
C17	31.74	28.63	30.14	N 43°23'46" E
C18	163.05	55.00	108.57	S 07°22'31" E



NOTE:
LIMITED COMMON ELEMENT:
All lands within the Limited Common Elements Boundary Lines not occupied by the Unit shall be Limited Common Elements for the Exclusive use of the immediately adjacent Unit, intending to include the area beneath each individual unit.



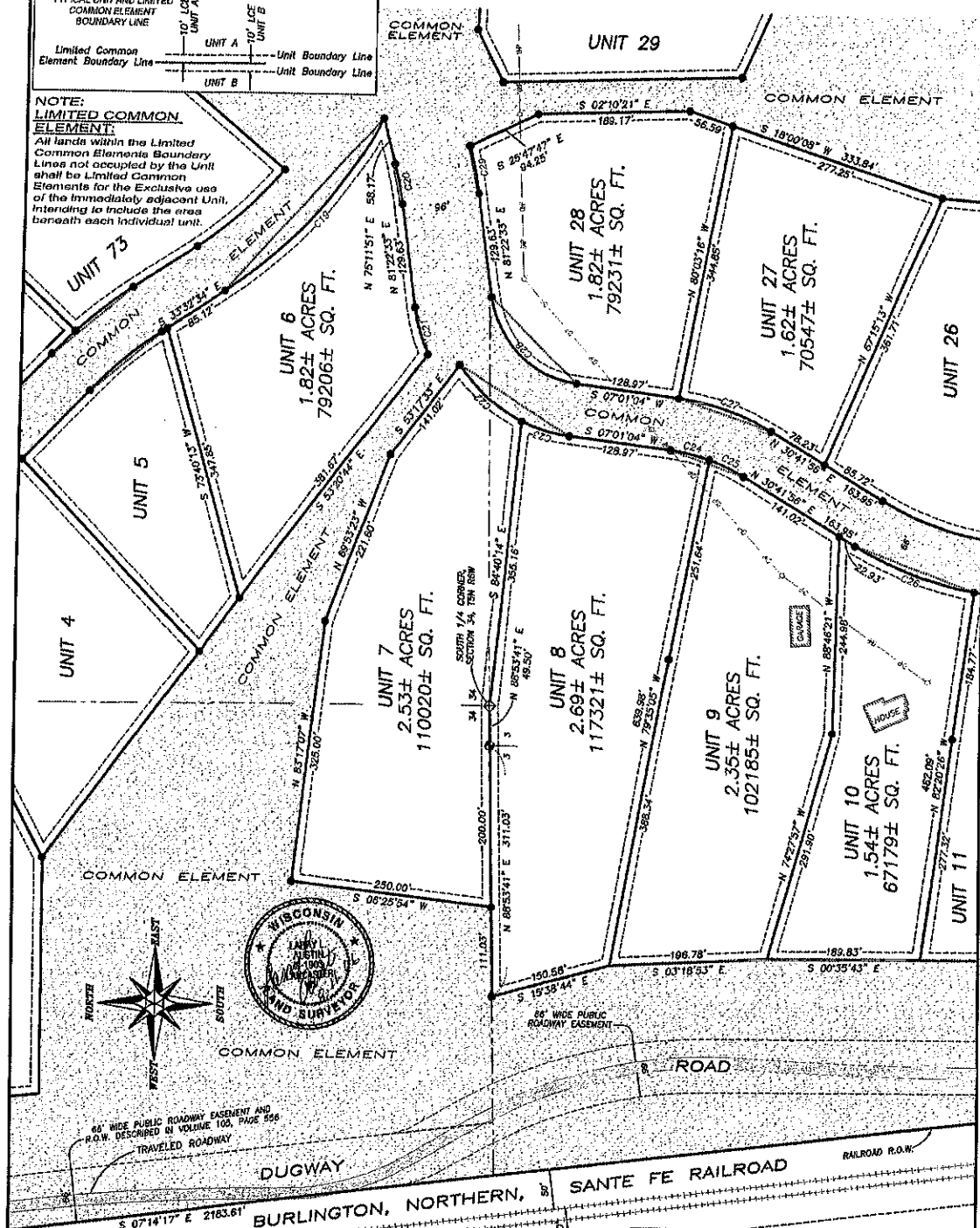
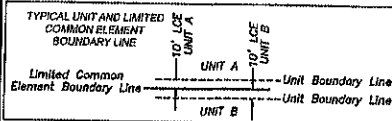
4211 HWY 81 E
LANCASTER, WI 53813
PHONE 808-723-8363
FAX 808-723-8702

MISSISSIPPI MOUNTAIN - A CONDOMINIUM
LOCATED IN SECTIONS 2 AND 3, T4N R6W AND SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

JOB NO: 059292
FIELDBOOK: TDS RANGER
G:\TDSR\059292\134
H:\PLAT\TDSR\059292\Mississippi Mt\Map\Mt\2
DRAWN BY: AJ AUSTIN
APPROVED: LL AUSTIN
CREW: BS-SA-SB-SC
SHEET 2 OF 11

MISSISSIPPI MOUNTAIN - A CONDOMINIUM

LOCATED IN THE NW-NW AND SW-NW, SECTION 2, NE-NE, SE-NE, SW-NE, NW-NE, NE-NW, NW-SE, NE-SE AND GOVERNMENT LOT 2, SECTION 3, T4N R6W AND THE SE-SE, SW-SE AND SE-SW, SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN



CURVE	ARC	RADIUS	CHORD	CHORD BEARING
C19	281.97	556.00	290.68	N 48°25'18" W
C20	50.68	470.00	50.68	S 78°17'12" W
C21	80.80	221.00	80.81	N 73°29'41" E
C22	105.45	191.00	104.12	N 41°23'19" E
C23	61.85	191.00	61.58	N 18°17'40" E
C24	48.90	233.00	48.81	S 13°01'50" W
C25	47.40	233.00	47.32	S 24°32'16" W
C26	158.86	433.00	157.98	N 20°11'17" E
C27	123.60	299.00	122.70	S 18°51'30" E
C28	162.22	125.00	151.09	N 44°17'49" E
C29	61.63	556.00	61.60	S 78°17'12" W

Austin Engineering
4211 HWY B1 E
LANCASTER, WI 53613
PHONE 808-723-6363
FAX 808-723-6702

MISSISSIPPI MOUNTAIN - A CONDOMINIUM
LOCATED IN SECTIONS 2 AND 3, T4N R6W AND SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

JOB NO: 059292
FIELDBOOK: 105 RANGER
G:\TSHR\105 RANGER
H:\PLAT\TSHR\Mississippi Mt\MissMnt\3
DRAWN BY: AJ AUSTIN
APPROVED: LL AUSTIN
CREW: BS-SA-SB-BD
SHEET 3 OF 11

74a (2)

TYPICAL UNIT AND LIMITED COMMON ELEMENT BOUNDARY LINE

10' LOE 10' LOE

UNIT A

UNIT B

Limited Common Element Boundary Line Unit Boundary Line


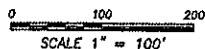
Unit Boundary Line

CURVE	ARC	RADIUS	CHORD	CHORD BEARING
C3	204.40°	1567.00'	204.31'	N 05°44'28" E
C4	122.02°	938.98'	121.87'	N 02°14'13" W
C26	158.86°	433.00'	152.98'	N 20°11'17" E
C31	61.08°	433.00'	61.03'	N 03°38'10" E
C32	87.70°	200.00'	87.00'	S 18°52'48" W
C33	53.30°	250.00'	53.20'	S 25°20'03" W
C34	58.33°	267.00'	58.21'	S 12°46'20" W
C35	186.42°	350.00'	186.42'	N 12°08'49" E



LIMITED COMMON ELEMENT:

LIMITED COMMON ELEMENTS:
All lands within the Limited Common Elements Boundary Lines not occupied by the Unit shall be Limited Common Elements for the Exclusive use of the Immediately adjacent Unit, intending to include the area beneath each individual unit.



Austin
Engineering

4211 HWY B1 E
LANCASTER, WI 53813
PHONE 608-723-8363
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MISSISSIPPI MOUNTAIN - A CONDOMINIUM
 LOCATED IN SECTIONS 2 AND 3, T4N R6W AND SECTION 34,
 T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

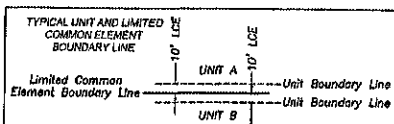
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DRAWN BY: AJ AUSTIN
APPROVED: LL AUSTIN
CREW: BS-SA-SB-BD

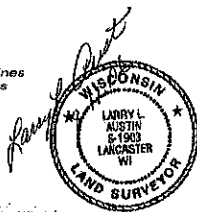
Sheet 4 of 11

MISSISSIPPI MOUNTAIN. A CONDOMINIUM

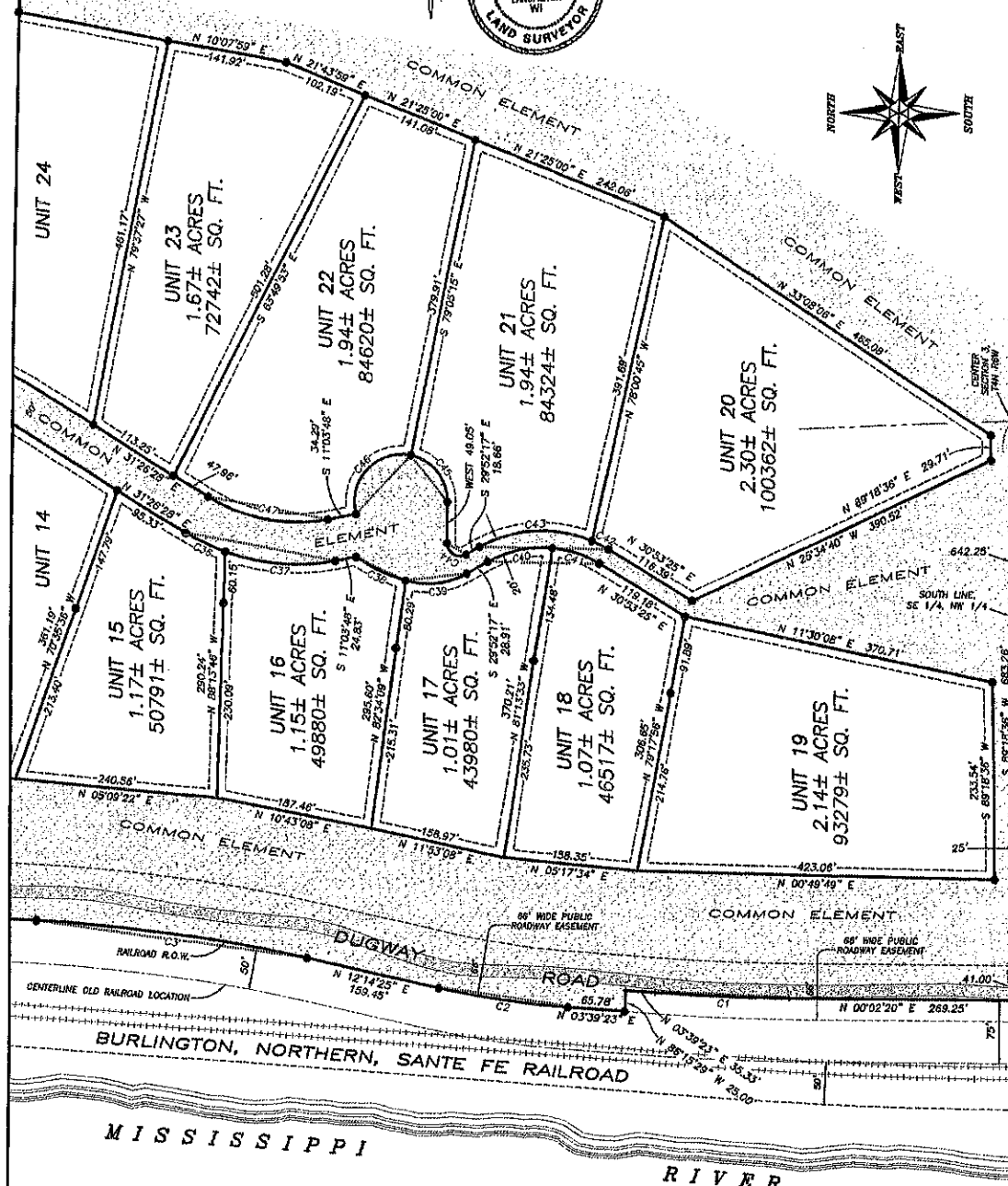
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NOTE:
LIMITED COMMON ELEMENT:
All lands within the Limited Common Elements Boundary Lines not occupied by the Unit shall be Limited Common Elements for the Exclusive use of the immediately adjacent Unit, intending to include the area beneath each individual unit.



CURVE	ARC	RADIUS	CHORD	CHORD BEARING
C1	158.34'	2508.00'	158.32'	S 01°50'52" W
C2	154.78'	1033.00'	154.61'	S 07°56'54" W
C3	325.31'	1967.00'	324.94'	S 07°30'08" W
C36	52.38'	250.00'	52.28'	S 25°28'22" W
C37	133.09'	250.00'	131.53'	S 04°11'14" W
C38	54.18'	207.33'	53.80'	S 25°00'19" W
C39	75.68'	94.21'	73.64'	N 06°51'56" W
C40	78.66'	130.00'	77.46'	N 12°32'16" W
C41	59.21'	130.00'	58.70'	S 17°50'35" W
C42	21.35'	150.00'	21.34'	S 26°48'44" W
C43	137.72'	150.00'	132.93'	N 03°34'07" W
C44	31.36'	15.00'	25.96'	S 30°03'52" W
C45	75.92'	55.00'	70.03'	S 30°27'23" W
C46	112.40'	55.00'	83.89'	N 47°41'00" W
C47	148.37'	200.00'	144.99'	S 10°11'20" W



Austin Engineering Inc.

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MISSISSIPPI MOUNTAIN - A CONDOMINIUM
LOCATED IN SECTIONS 2 AND 3, T4N R6W AND SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

JOB NO. 054292
FIELDBOOK: TDS RANGER
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DRAWN BY: AJ AUSTIN
APPROVED: LL AUSTIN
CREW: BS-SA-SB-BD

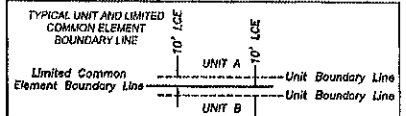
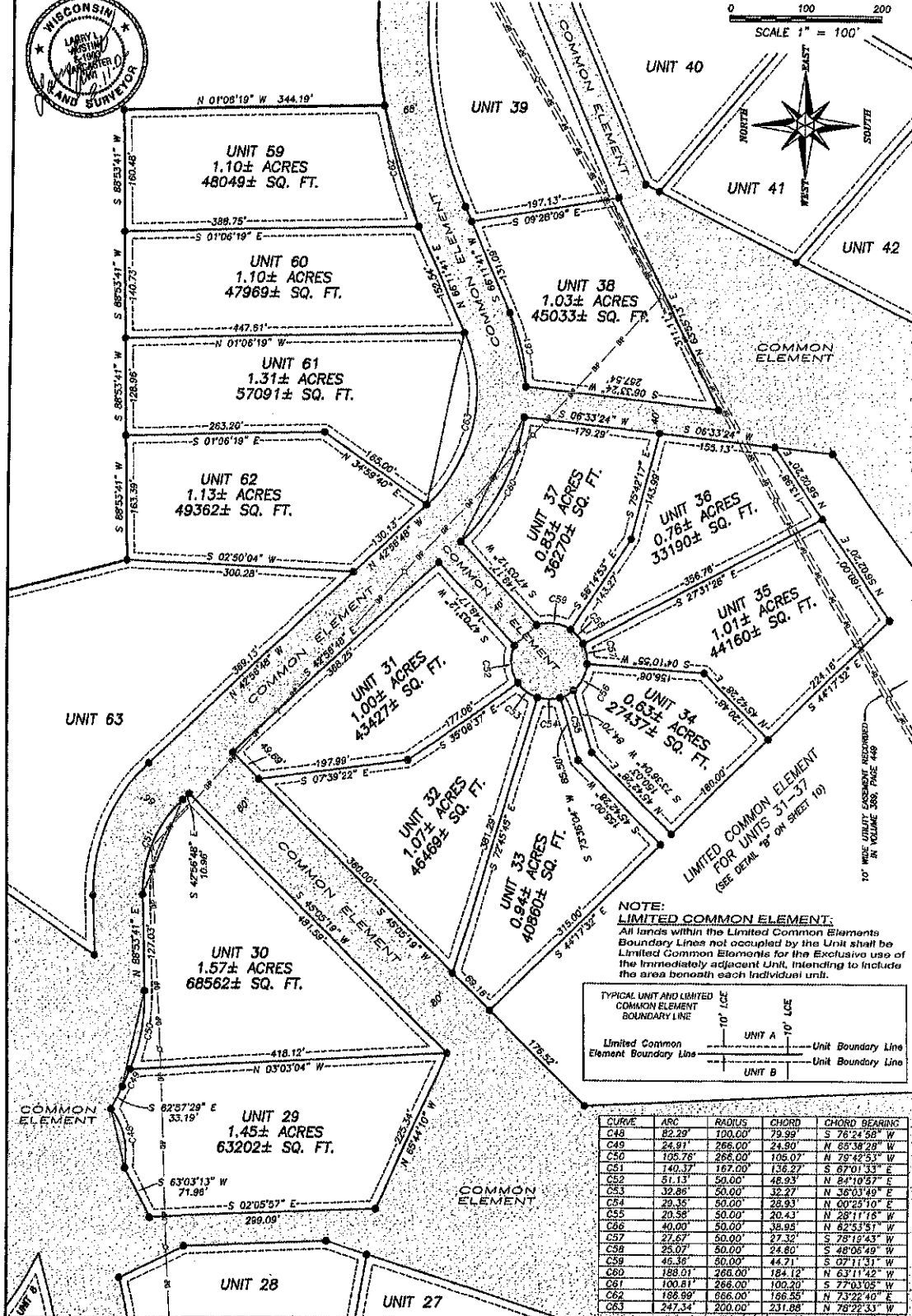
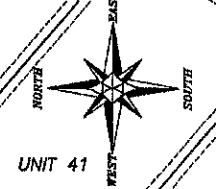
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MISSISSIPPI MOUNTAIN - A CONDOMINIUM

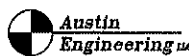
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SCALE 1" = 100'



CURVE	ARC	RADIUS	CHORD	CHORD BEARING
C49	82.29'	100.00'	79.99'	S 76°24'58" W
C49	24.91'	266.00'	24.90'	N 65°38'28" W
C50	105.76'	266.00'	105.07'	N 79°42'53" W
C51	140.37'	167.00'	136.27'	S 67°01'33" E
C52	51.13'	50.00'	48.93'	N 84°10'37" E
C53	32.86'	50.00'	32.27'	N 36°03'49" E
C54	23.25'	50.00'	23.23'	N 00°25'10" E
C55	23.38'	50.00'	20.43'	N 28°11'18" W
C56	40.00'	50.00'	38.95'	N 62°53'51" W
C57	27.67'	50.00'	27.32'	S 78°12'43" W
C58	25.07'	50.00'	24.80'	S 48°06'49" W
C59	46.36'	50.00'	44.71'	S 07°11'31" W
C60	188.01'	266.00'	184.12'	N 63°11'42" W
C61	100.61'	266.00'	100.20'	S 77°03'05" W
C62	136.89'	266.00'	136.55'	N 73°32'40" E
C63	247.34'	200.00'	231.68'	N 78°27'33" W



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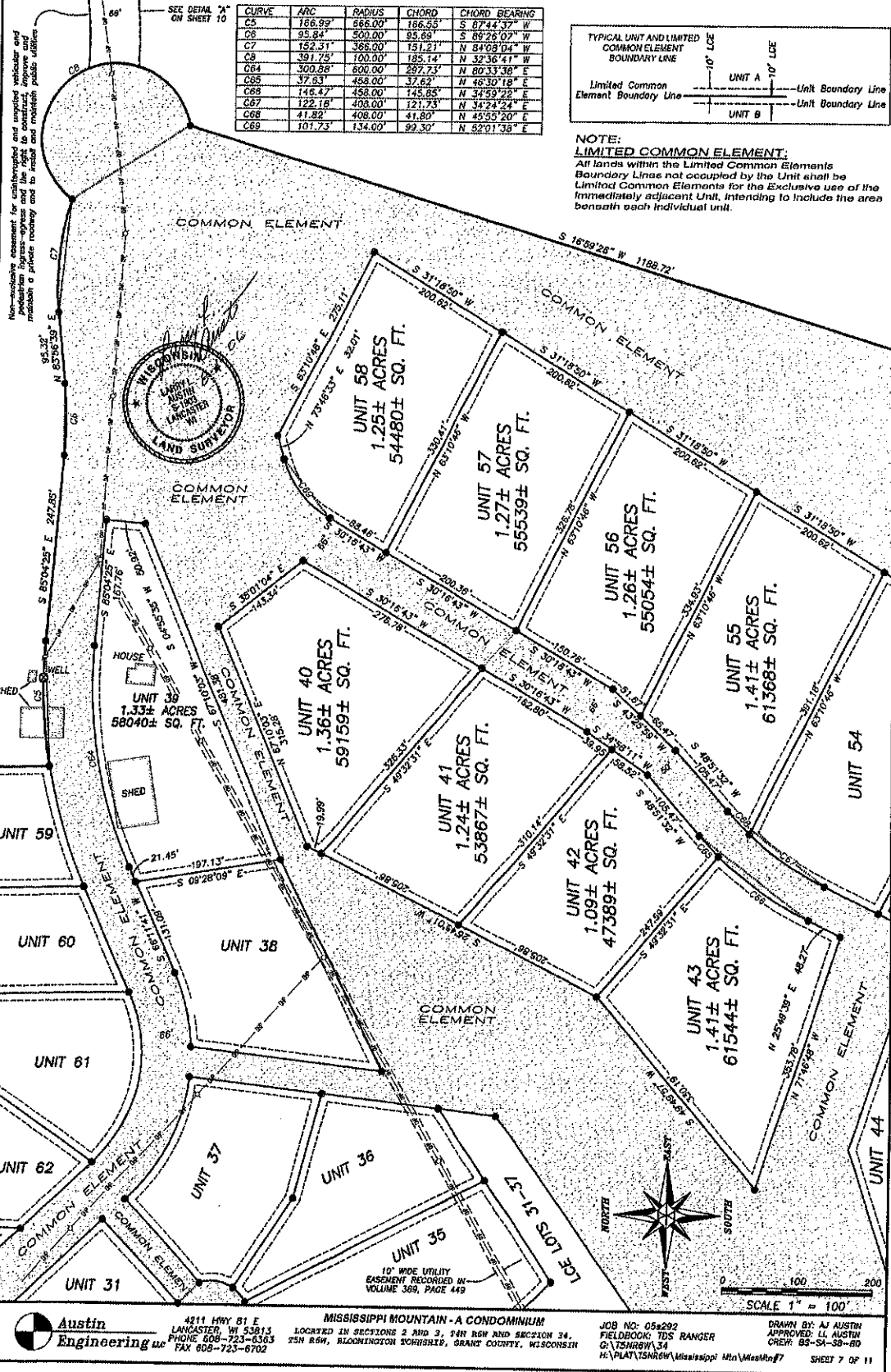
MISSISSIPPI MOUNTAIN - A CONDOMINIUM
LOCATED IN SECTIONS 2 AND 3, T4N R6W AND SECTION 34,
T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

JOB NO. 05-292
FIELDBOOK: TDS RANGER
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DRAWN BY: AJ AUSTIN
APPROVED: LJ AUSTIN
CWB: BS-SA-SB-SB
SHEET 5 OF 11

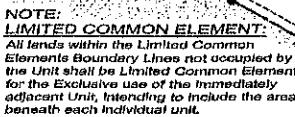
MISSISSIPPI MOUNTAIN. A CONDOMINIUM

LOCATED IN THE NW-NW AND SW-NW, SECTION 2, NE-NE, SE-NE, SW-NE, NW-NE, NE-NW, NW-SE, NE-SE AND GOVERNMENT LOT 2, SECTION 3, T4N R6W AND THE SE-SE, SW-SE AND SE-SW, SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN



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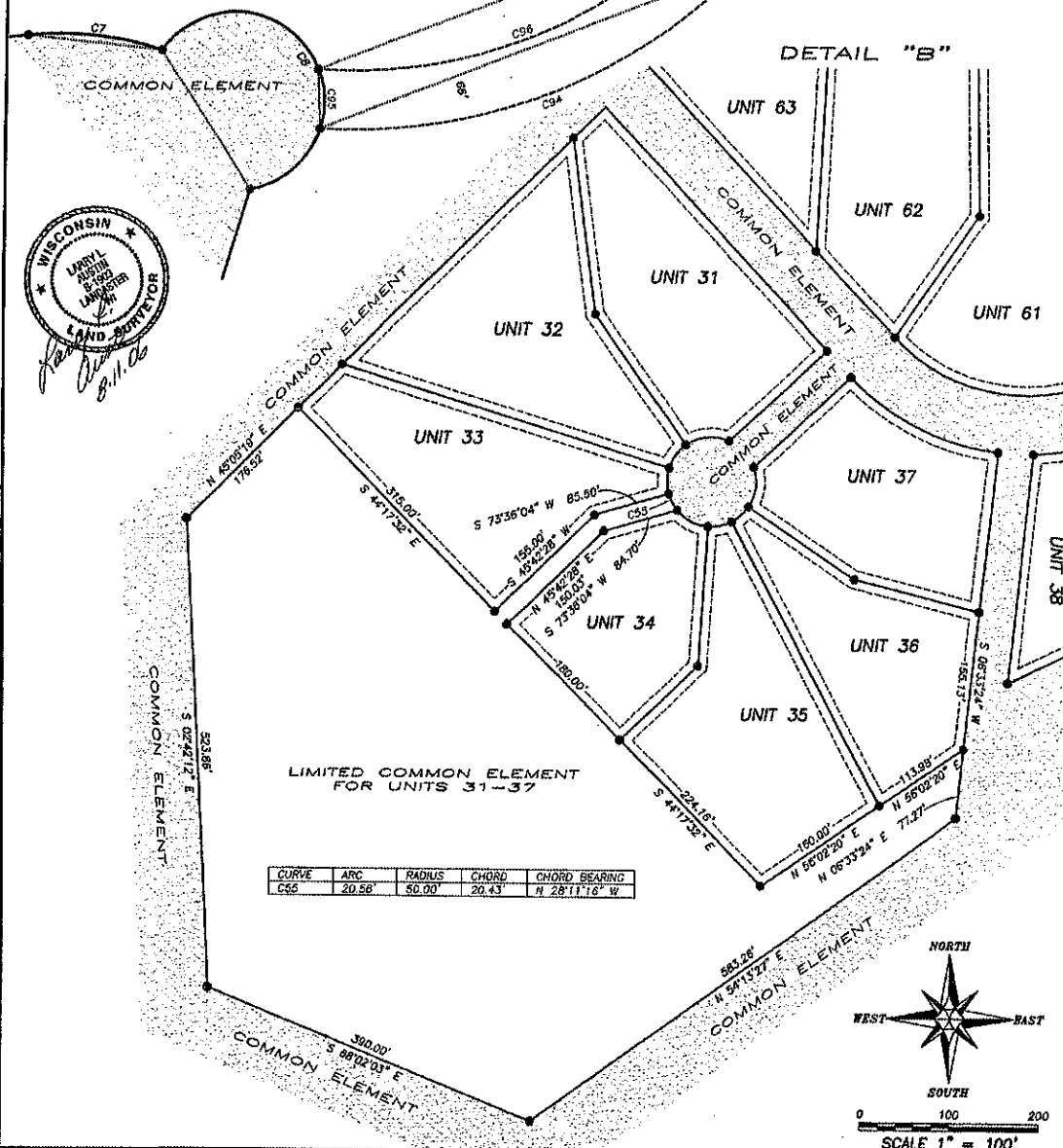
DRAWN BY: AJ AUSTIN
APPROVED: LL AUSTIN
CREW: BS-SA-SB-BO

SHEET 9 OF 11

75b (2)

CURVE	ARC	RADIUS	CHORD	CHORD BEARING
C7	152.31'	368.00'	151.21'	S 84°08'04" E
C8	391.75'	100.00'	185.14'	N 32°36'41" W
C93	327.06'	833.00'	324.96'	S 32°25'38" W
C94	519.81'	600.46'	503.73'	S 68°28'31" W
C95	67.63'	100.00'	68.34'	S 02°14'03" E
C96	469.04'	534.46'	154.13'	S 65°49'00" W
C97	275.34'	787.00'	275.37'	S 32°33'28" W

Non-exclusive easement for uninterrupted and ungated vehicular and pedestrian ingress-egress and the right to construct, improve and maintain a private roadway and to install and maintain public utilities.



MISSISSIPPI MOUNTAIN A CONDOMINIUM

LOCATED IN THE NW-NW AND SW-NW, SECTION 2, NE-NE, SE-NE, SW-NE, NW-NE, NE-NW AND GOVERNMENT LOT 2, SECTION 3, T4N R6W AND THE SE-SE, SW-SE AND SE-SW, SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

The undersigned hereby certifies that he is a Licensed Land Surveyor authorized to practice that profession in this State; That he has surveyed and mapped the Real-estate described and pictured on these sheets of this Condominium Plat; That said plat is a correct representation of the land surveyed and the Condominium described; and That the identification and location of each unit and each interest unit (if any) and the common elements can be determined from the plat Dated this 11 day of August, 2008

Larry L. Austin
Larry L. Austin, S-1903



DESCRIPTION:

MISSISSIPPI MOUNTAIN, A CONDOMINIUM

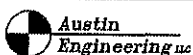
A Parcel of land located in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Two (2), the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4), the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4), the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) and in Government Lot 2, of Section Three (3), Town Four (4) North, Range Six (6) West of the 4th P.M., and in the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4), the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) and the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-four (34), Town Five (5) North, Range Six (6) West of the 4th P.M., Bloomington Township, Grant County, Wisconsin, containing 251.88 acres, more or less, and being described as follows:

Commencing at the East Quarter (E 1/4) corner of said Section Three (3);
thence South 89° 18' 36" West 234.24' along the South line of the Northeast Quarter (NE 1/4) of said Section Three (3) to the point of beginning;
thence South 89° 18' 36" West 451.38' along said South line;
thence South 77° 51' 32" West 314.70';
thence North 88° 28' 33" West 1617.03' to the center of said Section Three (3);
thence South 89° 18' 36" West 683.28' along the South line of Government Lot 2 of said Section Three (3) to the Easterly right of way of the Burlington Northern Santa Fe Railroad;
thence North 00° 02' 20" East 280.28' along said right of way;
thence 158.34' on the arc of a curve to the right having a radius of 2508.00' and a long chord bearing North 01° 50' 52" East 158.32' along said right of way;
thence North 03° 39' 23" East 35.33' along said right of way;
thence North 86° 18' 29" West 25.00' along said right of way;
thence North 03° 39' 23" East 65.78' along said right of way;
thence 154.76' on the arc of a curve to the right having a radius of 1033.00' and a long chord bearing North 07° 56' 54" East 154.61' along said right of way;
thence North 12° 14' 25" East 158.45' along said right of way;
thence 325.31' on the arc of a curve to the left having a radius of 1967.00' and a long chord bearing North 07° 30' 08" East 324.94' along said right of way;
thence North 02° 45' 51" East 309.11' along said right of way;
thence 122.02' on the arc of a curve to the left having a radius of 598.98' and a long chord bearing North 02° 14' 13" West 121.87' along said right of way;
thence North 07° 14' 17" West 2183.61' along said right of way;
thence North 89° 05' 23" East 2338.62' along the North line of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) and the North line of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of said Section Thirty-four (34);
thence South 01° 09' 29" West 1038.83';
thence South 14° 20' 53" East 226.02';
thence North 88° 53' 41" East 593.56';
thence South 01° 06' 19" East 344.19';
thence 180.99' on the arc of a curve to the right having a radius of 866.00' and a long chord bearing North 87° 44' 37" East 166.55';
thence South 85° 04' 25" East 247.85';
thence 85.84' on the arc of a curve to the left having a radius of 500.00' and a long chord bearing North 89° 26' 07" East 95.69';
thence North 83° 56' 39" East 95.32';
thence 152.31' on the arc of a curve to the right having a radius of 366.00' and a long chord bearing South 84° 08' 04" East 151.21';
thence 391.75' on the arc of a curve to the right having a radius of 100.00' and a long chord bearing South 32° 38' 41" East 185.14';
thence South 16° 58' 28" West 1188.72';
thence South 45° 08' 54" West 376.83';
thence South 00° 57' 37" East 525.48' to the point of beginning.
The above described parcel is subject to any and all easements of record and/or usage, INCLUDING, but not limited to a Sixty-six foot (66') wide ingress-egress easement being described as follows:
A Sixty-six foot (66') wide ingress-egress easement being located in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Two (2), Town Four (4) North, Range Six (6) West of the 4th P.M., Bloomington Township, Grant County, Wisconsin, said easement being described as follows:
Commencing at the Northwest corner of said Section Two (2);
thence North 88° 53' 41" East 49.50' along the North line of said Section;
thence North 88° 57' 22" East 1103.13' along the North line of said Section to the point of beginning;
thence North 89° 57' 22" East 71.27';
thence 327.06' on the arc of a curve to the right having a radius of 833.00' and a long chord bearing South 32° 25' 38" West 324.96';
thence 519.81' on the arc of a curve to the right having a radius of 600.46' and a long chord bearing South 68° 28' 31" West 603.73';
thence 67.83' on the arc of a curve to the left having a radius of 100.00' and a long chord bearing North 02° 14' 03" West 60.34';
thence 489.04' on the arc of a curve to the left having a radius of 534.46' and a long chord bearing North 68° 49' 00" East 454.13';
thence 275.34' on the arc of a curve to the left having a radius of 767.00' and a long chord bearing North 33° 23' 28" East 273.87' to the point of beginning.

REGISTER OF DEEDS CERTIFICATE:

Received for record this 14th day of August, 2008 at 12:10 o'clock, P.M. and recorded in Volume 6 of Plats, Page 786 Document No. 20085

Marilyn Pierce
Marilyn Pierce, Register of Deeds



4211 HWY 81 E
LANCASTER, WI 53813
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FAX 608-723-6702

MISSISSIPPI MOUNTAIN - A CONDOMINIUM
LOCATED IN SECTIONS 2 AND 3, T4N R6W AND SECTION 34,
T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

JOB NO: 050292
FIELDBOOK: IDS RANGER
G:\T5NR6W\34
H:\PLAT\T5NR6W\Mississippi Mtn\MapMtn10

DRAWN BY: AJ AUSTIN
APPROVED: LL AUSTIN
CREW: BS-SA-SB-BD

SHEET 11 OF 11

691084

GRANT COUNTY, WI
RECEIVED FOR RECORD

DECLARATION

AUG 14 2006

OF

MISSISSIPPI MOUNTAIN, A CONDOMINIUM

at 12:10P m. and recorded in
Vol. 1109 of Records Page 961
Notarial Power Register

THIS DECLARATION OF CONDOMINIUM (this "Declaration") is made as of this 11 day of August, 2006, by FUTURE FARM, LLC, a Wisconsin limited liability company, as owner of the property described herein, (the "Declarant").

ARTICLE I. INTENT

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "Property"), and further declares that it is the intent of the Declarant that the Property is subjected to this Declaration and to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II. NAME; DESCRIPTION OF PROPERTY

2.01. Name and Address. The name of the Condominium created by this Declaration (the "Condominium") is MISSISSIPPI MOUNTAIN, A CONDOMINIUM, and the address of the Condominium is: 9656 Mississippi Lane, Bagley, Wisconsin, 53801.

2.02. Legal Description. The real estate comprising the Property (the "Land"), and subject to this Declaration is located in the Town of Bloomington, County of Grant, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

ARTICLE III. UNITS

3.01 Definition. "Unit" shall mean a part of the Condominium intended for independent use of the Unit Owner.

3.02 Identification of Units. The Condominium shall initially consist of 76 units (individually a "Unit" and collectively the "Units"), each Unit being a separate cubicle of air as further described below and as identified on the condominium plat attached hereto as Exhibit B and made a part hereof (the "Condominium Plat"). The Condominium Plat shows the perimetrical boundaries for each Unit showing the layout, dimensions, and approximate size of each Unit. The Units shall be identified as Units 1 through 76, inclusive, as numbered on the Condominium Plat. Each owner of a Unit is referred to as a "Unit Owner." Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.03. Description of Units. A cubicle of air whose perimetrical boundaries shall be as set forth for such unit on the Condominium Plat, whose lower boundary is an imaginary horizontal plane located parallel to and 50 feet below the surface of the ground, extended to the perimetrical boundaries; and whose upper boundary is an imaginary horizontal plane located parallel to and 50 feet above the surface of the ground, extended to the perimetrical boundaries.

3.04. Improvements to Units. The Unit Owner has the right to construct a building and improvements within the Unit Owner's Unit, subject to the building restrictions described in Section 8.03

VOL 1109 PG 961

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and the other provisions of this Declaration. Any buildings and/or improvements constructed within a Unit shall be the exclusive property of the Unit Owner, including, but not limited to:

- (a) Windows and doors (with all opening, closing, and locking mechanisms and all hardware) which provide direct access to or within the building;
- (b) Interior lights and light fixtures;
- (c) Cabinets;
- (d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them;
- (e) Telephone, fax, cable television, computer, Internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them;
- (f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices;
- (g) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each building, condensers and all connections thereto serving each building;
- (h) Any decks, balconies, porches, or other improvements contiguous to the building, or within the Unit; and
- (i) Any portion of a well or septic system serving only that Unit.

Specifically not included as part of the exclusive property of the Unit Owner are any portions of the plumbing, electrical, mechanical, well or septic systems serving more than one (1) Unit or another Unit, even if said portions are located within the Unit. Any public or private utility lines, and any portion of the plumbing, electrical, mechanical, well or septic system running through a Unit that serves more than one (1) Unit is Limited Common Element reserved for the exclusive use of the Unit Owners of all the Units served. Any portion of the foregoing, exclusively serving one Unit, shall be the exclusive property of the Unit served, irrespective of whether said portion is located within another Unit or the Limited Common Element appurtenant to any Unit.

ARTICLE IV. COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01. Common Elements. The "Common Elements" shall mean all of the Condominium except the Units and the exclusive property of Unit Owners, including, but not limited to, the Land, any portion of the improvements to the Land which are not included in the definitions of Unit or the exclusive property of Unit Owners, and all tangible personal property used in the operation, maintenance and management of the Condominium.

4.02. Use. Except as otherwise prohibited herein, and subject to the Bylaws of the Association and subject to any rules and regulations adopted by the Association, the Common Elements shall be available for the use and enjoyment of or service to owners of all Units.

4.03. Limited Common Elements. Certain Common Elements, as identified in this Declaration and/or the Condominium Plat, shall be reserved for the exclusive use of one or more but less than all of the Unit Owners. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

- (a) All mailboxes and access ways attached to, leading directly to or from, or adjacent to each Unit;
- (b) Any public or private utility lines, and any portion of plumbing, electrical, mechanical, well or septic systems serving more than one (1) Unit; and
- (c) The areas identified on the Condominium Plat as designated as Limited Common Element and reserved for any Unit or Units.

4.04. Use. Except as otherwise provided herein, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner or Unit Owners who have the exclusive use of such Limited Common Element.

ARTICLE V. PERCENTAGE INTERESTS; VOTING

5.01. Percentage Interests. The undivided percentage interest in the Common Elements appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. If the number of Units changes due to expansion of the Condominium under Article VI, the percentage interest shall be recalculated. Initially, each Unit's percentage shall be 1.3518%.

5.02. Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, lease, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03. Voting. Each Unit shall have one vote at meetings of the Association (as defined in Article VII).

5.04. Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

5.05. Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The Bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI. RIGHT TO EXPAND

6.01. Reservation of Right. Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described on Exhibit C attached hereto and made a part hereof. Such right to expand may be exercised from time to time within ten (10) years from the date of recording

of this Declaration within the Office of the Grant County Register of Deeds. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require the same. Each Owner, by accepting a deed to a Unit, acknowledges that the expansion area or parts thereof may be developed for uses other than as part of the Condominium.

6.02. Number, Location, and Style of Units. The maximum number of Units in the Condominium as expanded shall be 300. Declarant currently anticipates that any expansion Units shall be positioned approximately similar to the initial Units shown on the Condominium Plat, but Declarant reserves the right to change the structure and positioning if required to achieve the best development in the opinion of Declarant. The expansion Units shall consist of Units of the general size as the initial Units shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements. The additional improvements shall be compatible with and shall be of the same or similar quality of construction and materials as the existing improvements. All Units constructed within the expansion area shall be for residential use.

6.03. Effect on Percentage Interest in Common Elements. Upon any expansion as described in this Article VI, the percentage interest in the Common Elements appurtenant to each Unit and calculated under Section 5.01 shall change to be a percentage equal to one divided by the total number of Units within the Condominium as so expanded.

6.04. Effective Date of Expansion. The Condominium shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded in the Office of the Grant County Register of Deeds, which amendment shows the new percentage interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded, and when an amendment to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes. Declarant reserves the right to amend this Declaration, its Exhibits, and the Condominium Plat, without any other consent or approval, for the purpose of effecting an expansion of the Condominium.

6.05. Effect of Expansion. Upon the recording of an amendment to the Declaration and Condominium Plat, each Unit Owner, by operation of law, shall have the percentage interests in the Common Elements, liabilities in the Common Expenses, rights to Common Surpluses (as defined below), and shall have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee shall attach, by operation of law, to the new percentage interests in the Common Elements appurtenant to the Unit on which it has a lien. Declarant shall have an easement over, through, and under the existing Common Elements to facilitate the expansion; provided, however, any damage to the Common Elements because of Declarant's use of the easement shall be Declarant's responsibility.

ARTICLE VII. CONDOMINIUM ASSOCIATION

7.01. General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "Mississippi Mountain Condominium Association" (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock

Corporation Law"). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise stated in such amendment or modification.

7.02. Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) three (3) years from such date; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers; or (c) thirty (30) days after the Declarant's election to waive its right of control.

7.03. Board of Directors. The affairs of the Association shall be governed by a board of directors. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least one director to serve on the Board of Directors. The Declarant shall elect any remaining directors. For purposes of calculating the percentages set forth in Section 7.02 and this Section 7.03, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the initial number of Units identified under Section 3.02.

7.04. Maintenance and Repairs.

(a) **Common Elements.** The Association shall be responsible for the management and control of the Common Elements, excluding any Limited Common Elements, and shall maintain the same in good, clean, and attractive order and repair. Common Element maintenance shall include, but is not limited to, road and trail system repair and seasonal maintenance or improvements.

(b) **Limited Common Elements.** The Limited Common Elements shall be maintained and repaired by the individual Unit Owner(s) who have the exclusive use of said Limited Common Elements.

(c) **Units and Exclusive Property.** Each Unit Owner shall be responsible for the maintenance of his or her Unit and exclusive property, including all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such exclusive property, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), except to the extent any repair cost is paid by the Association's insurance policy described in Section 9.01. Additionally, each Unit Owner shall be responsible for the maintenance of his or her

exclusive property located within another Unit as described in Section 3.04, and said Unit Owner shall have the right to gain access to the other Unit Owner's Unit or Limited Common Element, exclusive of buildings contained therein, pursuant to the provisions of Section 15.02, in order to maintain and repair said exclusive property. Each Unit and all exclusive property shall at all times be kept in good condition and repair.

(d) **Enforcement by Association.** If any Limited Common Element, Unit, portion of a Unit, or the exclusive property of a Unit Owner falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to another Unit, exclusive property of another Unit Owner, or the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Limited Common Element, Unit, and/or exclusive property to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit, Limited Common Element, or building for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

(e) **Damage Caused by Unit Owners.** To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Element, Unit, or the exclusive property of a Unit Owner is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element, Unit, or the exclusive property of a Unit Owner is required as a result of an alteration within a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Element, Unit, or the exclusive property of a Unit Owner following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

7.05. Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and other areas described in Section 7.04, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

7.06. General Assessments. The Association shall levy annual general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their percentage interests in the Common Elements under Section 5.01, supra. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed

within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. Payment of any general and/or reserve fund assessments, except general assessments for insurance premiums, against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) the expiration of Declarant Control. During the period of Declarant control the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses.

7.07. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

7.08. Common Surpluses. If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective percentage interests in the Common Elements or may be used for any other purpose as the Association may determine.

7.09. Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

7.10. Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and housekeeping services. Certain of such services may be available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

ARTICLE VIII. ALTERATIONS AND USE RESTRICTIONS

8.01. Unit Alterations. A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association,

which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

8.02. Use and Restrictions on Use of Unit. Each Unit shall be used for recreational, residential, and/or rental purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

- (a) Maintaining his or her personal professional library within his or her Unit;
- (b) Keeping his or her personal business or professional records or accounts within his or her Unit;
- (c) Handling his or her personal or business records or accounts within his or her Unit; or
- (d) Handling his or her personal business or professional telephone calls or correspondence from a building within his or her Unit.

Nothing in this Section 8.02 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

8.03. Restrictions on Buildings and Improvements. The construction of buildings and other improvements within Units shall be limited by the following architectural and other restrictions:

- (a) All structures erected shall be of new materials and new construction and shall be completed within one (1) year after commencement of construction;
- (b) Building exterior must be of brick, stone, metal, wood, or maintenance free siding (i.e., steel, vinyl, or aluminum) and such exterior must be suitably finished;
- (c) All homes, cabins, or other dwellings shall have at least 1,200 square feet of living area, exclusive of porches, garages, decks, patios, and/or a basement; two-story dwellings having a minimum of 1,800 square feet of living area, exclusive of the same;
- (d) All roofs of homes, dwellings and garages constructed within the Units shall have a minimum 6-12 pitch and must meet State of Wisconsin Uniform Dwelling Code requirements;
- (e) Accessory buildings, including but not limited to garages and storage facilities, shall not be constructed prior to the primary residence and exteriors shall be finished with the same colors and materials as the primary residence;

- (f) Finishes shall be of colors that are in harmony with the colors of the natural surrounding, such as those commonly referred to as "earth tones;"
- (g) Due to endangered species and their habitat known to exist on site, no construction, grading or soil disturbance is allowed for the following areas: Units One (1) through Nineteen (19) along the bluff facing the Mississippi River within fifteen (15) feet of grades exceeding twenty-five percent (25%); the Association will allow the DNR on site to inspect sensitive resources contained in the Common Element within the designated area; to minimize impact on environmentally sensitive areas, Rain Gardens on Units One (1) through Sixteen (16) shall be located east of the building site and either north, south, or east of the building site on Units 17, 18, and 19 - refer to Section 8.04 for Rain Garden requirements;
- (h) DNR best management practices are required to control runoff during home construction;
- (i) Due to existing Remnant Hill Prairie located on Unit Three (3), there shall be no mowing or ground disturbing activities allowed on said Hill Prairie -- contact local DNR representative to determine best management procedures to protect this feature; and
- (j) The construction of buildings on Units Thirty-three (33), Thirty-four (34), and Thirty-five (35) are restricted to single story dwellings.

8.04. Rain Garden Requirement. Rain gardens shall be required with the construction of each new home for long term control of stormwater runoff. Construction, maintenance and effectiveness of rain gardens are the responsibility of each Unit Owner as buildings are erected. Notwithstanding anything contained in this Declaration to the contrary, all components of the stormwater system shall be inspected by the Association at least semiannually in early spring and early autumn. Repairs shall be made by the Unit Owner when stormwater structure is compromised. Guidelines for construction and placement of rain gardens, unless otherwise specified, can be found at: www.dnr.wi.gov/org/water/wm/nps/rg/index.

8.05. Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire hazard or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.06. Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that:

- (a) The provisions governing lease or rental agreements for residential units in Wis. Stat. 703.315 are complied with, if applicable;
- (b) Copies of the Condominium Documents, including the Declaration, Bylaws, and Rules and Regulations, are placed in the Unit; and
- (c) The rental agreement form has been approved by the Association prior to the Unit Owner entering into the rental agreement.

8.07. Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

8.08. Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers.

8.09. Pets. Pets are permitted in accordance with the current applicable Rules and Regulations.

8.10. Landscaping. Landscaping by Unit Owners shall be subject to the following conditions:

(a) The planting of any decorative plants, vegetables, and shrubbery outside of a Unit Owner's Unit requires the prior written consent of the Association;

(b) Yard treatments for lawn maintenance are restricted to Phosphorous Free fertilizers;

(c) To encourage growth of naturally occurring Oak Savannahs, tree removal of non-oak species is allowed to promote oak regeneration; and

(d) Within Unit Three (3), there shall be no mowing or ground disturbing activities allowed on the existing Remnant Hill Prairie -- contact local DNR representative to determine best management procedures to protect this feature.

ARTICLE IX. INSURANCE

9.01. Fire and Extended Loss Insurance. The board of directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements and for the Association's service equipment, supplies and personal property. Insurance coverage for the Common Elements shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests in the Common Elements. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be allocated among the Units so that the Unit Owners are responsible for the percentage of the premium in an amount equal to their Unit's percentage interest under Section 5.01, supra. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

9.02. Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements, according to Section 5.01. Such insurance policy shall

contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be allocated among the Unit Owners according to their percentage interests in Section 5.01, supra. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

9.03. Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be allocated among the Unit Owners according to their percentage interests in Section 5.01, supra.

9.04. Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

9.05. Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE X. RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

10.01. Determination to Reconstruct or Repair. In the event of damage or destruction to all or part of the Common Elements, the Association shall promptly undertake its repair or reconstruction to its former condition or one compatible with the remainder of the condominium, unless both Unit Owners and their underlying first mortgagees agree in writing that such repair or reconstruction should not take place. The cost of such repair or reconstruction which exceeds available insurance proceeds shall be considered a Common Expense. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction. Partition shall only occur by the affirmative vote of all Unit Owners and by the affirmative vote of all of the mortgagees. In case of partition, the net proceeds of sale, together with the net proceeds of insurance, shall be considered as one fund and shall be divided among all Unit Owners pursuant to the percentage interests provided in Section 5.01, supra.

10.02. Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, and shall be consistent with design and decoration prior to damage or destruction, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Elements. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.03. Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04. Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 10.06.

10.05. Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

10.06. Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements as provided in Section 5.01, supra.

10.07. Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such improvement to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

ARTICLE XI. CONDEMNATION

11.01. Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

- (a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit, any improvements located therein, or any Limited Common Element appurtenant to the Unit Owner's Unit and for consequential damages to such Limited Common Element, the Unit or improvements located therein.

(b) If no reconstruction is undertaken, any award for the taking of Common Elements, other than Limited Common Element, shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements under Section 5.01, supra.

11.02. Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed to the extent possible.

11.03. Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the taken Common Elements unless seventy-five percent (75%) of the Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

11.04. Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

11.05. Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective percentage interest in the Common Elements and shall constitute a Common Expense under Section 5.01, supra.

11.06. Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective percentage interests in the Common Elements.

11.07. Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the percentage interest in the Common Elements appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the Association.

ARTICLE XII. MORTGAGEES

12.01. Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the board of directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations.

(c) Any physical damage to the Common Elements in an amount exceeding Twenty Thousand Dollars (\$20,000).

12.02. Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

12.03. Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

12.04. Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XIII. AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. During the period of Declarant Control, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Grant County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. During the period of Declarant Control, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

ARTICLE XIV. REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the Town of Bloomington or the County of Grant to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60)

days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XV. GENERAL

15.01. Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the rights to grant to the Town of Bloomington or the County of Grant or public or semi-public utility companies, easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

15.02. Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors.

15.03. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 15.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

15.04. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

15.05. Declarant Access During Construction of Improvements. During any period of construction of Buildings and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping, and other repairing or servicing of all or any part of the Condominium or the expanded Condominium.

15.06. Resident Agent. The name and address of the initial resident agent under Section 703.23 of the Wisconsin Statutes is Thomas Ernstmeier, Jr.; 2247 Highway 133, Blue River, WI 53518. The resident agent may be changed by the Association in any manner permitted by law.

15.07. Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant" may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.

15.08. Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 11 day of August, 2006.

FUTURE FARM, LLC

By: 

Name: Thomas Ernstmeier, Jr.

Title: Sole Member

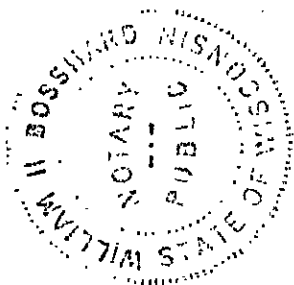
STATE OF WISCONSIN)
COUNTY OF Buffalo)

ss.

Personally came before me this 11th day of August, 2006, Thomas Ernstmeier, Jr., the sole member of Future Farm, LLC, a limited liability company, who acknowledged the foregoing document for the purposes recited therein on behalf of said Future Farm, LLC.

Name: 
Notary Public, State of Wisconsin

My Commission: 3-16-01



CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by Future Farm, LLC, to the undersigned recorded in the office of the Register of Deeds of Grant County, Wisconsin on May 3, 1999, as Document No. 609418, in Volume 826 of Records, Page 718, does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this 11th day of August, 2006.

By:

Name:

Its:

William H. Boshard
William H. Boshard
President

STATE OF WISCONSIN)

COUNTY OF Buffalo)

ss.

Pres. Lent Personally came before me this 11th day of August, 2006, William H. Boshard the
of Bank of Amer, who acknowledged the foregoing document for the
 purposes recited therein on behalf of said corporation.

Name:

Notary Public, State of Wisconsin

My Commission:

Exp 4-26-09

This document drafted by:
 W.R. Stewart & Associates, S.C.
 330 E. Wilson Street - Suite 1
 Madison, WI 53703

MISSISSIPPI MOUNTAIN, A CONDOMINIUM

LOCATED IN THE NW-NW AND SW-NW, SECTION 2, NE-NE, SE-NE, SW-NE, NW-NE, NE-NW AND GOVERNMENT LOT 2, SECTION 3, T4N R6W AND THE SE-SR, SW-SR AND SE-SW, SECTION 34, T5N R6N, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

The undersigned hereby certifies that he is a Licensed Land Surveyor authorized to practice that profession in this State;
That he has surveyed and mapped the Real-estate described and pictured on these sheets of this Condominium Plat;
That said plat is a correct representation of the land surveyed and the Condominium described; and
That the identification and location of each unit and each timeshare unit (if any) and the common elements can be determined from the plat.

Dated this 11 day of May, 2006

Larry L. Austin
Larry L. Austin S-1903

**DESCRIPTION:****MISSISSIPPI MOUNTAIN, A CONDOMINIUM**

A Parcel of land located in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Two (2), the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4), the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4), the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) and in Government Lot 2, of Section Three (3), Town Four (4) North, Range Six (6) West of the 4th P.M., and in the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4), the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) and the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-four (34), Town Five (5) North, Range Six (6) West of the 4th P.M., Bloomington Township, Grant County, Wisconsin, containing 261.68 acres, more or less, and being described as follows:
Commencing at the East Quarter (E 1/4) corner of said Section Three (3);
thence South 89° 18' 36" West 234.24' along the South line of the Northeast Quarter (NE 1/4) of said Section Three (3) to the point of beginning;
thence South 69° 18' 36" West 451.38' along said South line;
thence South 77° 51' 32" West 314.70';
thence North 80° 28' 33" West 1617.03' to the center of said Section Three (3);
thence South 89° 18' 36" West 683.26' along the South line of Government Lot 2 of said Section Three (3) to the Easterly right of way of the Burlington Northern Santa Fe Railroad;
thence North 00° 02' 20" East 269.25' along said right of way;
thence 153.34' on the arc of a curve to the right having a radius of 2808.00' and a long chord bearing North 01° 50' 52" East 158.32' along said right of way;
thence North 03° 39' 22" East 35.33' along said right of way;
thence North 86° 15' 26" West 25.00' along said right of way;
thence North 03° 39' 23" East 65.78' along said right of way;
thence 154.76' on the arc of a curve to the right having a radius of 1033.00' and a long chord bearing North 07° 56' 54" East 154.61' along said right of way;
thence North 12° 14' 25" East 169.45' along said right of way;
thence 325.31' on the arc of a curve to the left having a radius of 1967.00' and a long chord bearing North 07° 30' 08" East 324.94' along said right of way;
thence North 02° 45' 51" East 309.11' along said right of way;
thence 122.02' on the arc of a curve to the left having a radius of 698.98' and a long chord bearing North 02° 14' 13" West 121.87' along said right of way;
thence North 07° 14' 17" West 2183.81' along said right of way;
thence North 85° 05' 23" East 2338.82' along the North line of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) and the North line of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of said Section Thirty-four (34);
thence South 01° 09' 29" West 1036.63';
thence South 14° 20' 55" East 285.02';
thence North 88° 53' 41" East 593.56';
thence South 01° 08' 19" East 344.19';
thence 166.99' on the arc of a curve to the right having a radius of 666.00' and a long chord bearing North 87° 44' 37" East 166.55';
thence South 85° 04' 25" East 247.85';
thence 95.84' on the arc of a curve to the left having a radius of 500.00' and a long chord bearing North 89° 26' 07" East 95.69';
thence North 83° 56' 39" East 85.32';
thence 152.31' on the arc of a curve to the right having a radius of 365.00' and a long chord bearing South 84° 00' 04" East 151.21';
thence 351.75' on the arc of a curve to the right having a radius of 100.00' and a long chord bearing South 32° 36' 41" East 185.14';
thence South 16° 59' 28" West 1188.72';
thence South 46° 08' 54" West 376.83';
thence South 00° 57' 37" East 525.46' to the point of beginning.
The above described parcel is subject to any and all easements of record and/or usage, INCLUDING, but not limited to a Sixty-six foot (66') wide Ingress-Egress easement being described as follows:
A Sixty-six foot (66') wide Ingress-Egress easement being located in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Two (2), Town Four (4) North, Range Six (6) West of the 4th P.M., Bloomington Township, Grant County, Wisconsin, said easement being described as follows:
Commencing at the Northwest corner of said Section Two (2);
thence North 88° 53' 41" East 49.50' along the North line of said Section;
thence North 89° 57' 22" East 1103.13' along the North line of said Section to the point of beginning;
thence North 89° 57' 22" East 71.27';
thence 327.06' on the arc of a curve to the right having a radius of 833.00' and a long chord bearing South 32° 25' 38" West 324.96';
thence 519.81' on the arc of a curve to the right having a radius of 600.46' and a long chord bearing South 68° 28' 31" West 503.73';
thence 67.63' on the arc of a curve to the left having a radius of 100.00' and a long chord bearing North 02° 14' 03" West 66.34';
thence 465.04' on the arc of a curve to the left having a radius of 534.48' and a long chord bearing North 60° 49' 00" East 454.13';
thence 275.34' on the arc of a curve to the left having a radius of 767.00' and a long chord bearing North 33° 23' 28" East 275.87' to the point of beginning.

REGISTER OF DEEDS CERTIFICATE:

Received for record this ____ day of _____, 2006 at _____ o'clock, ____ m. and recorded in Volume ____ of Plats, Page ____ Document No. ____

Marilyn Pierce, Register of Deeds

EXHIBIT "A"

Austin
Engineering

4211 HWY 81 E
LANCASTER, WI 53813
PHONE 608-723-6363
FAX 608-723-6702

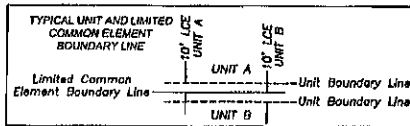
MISSISSIPPI MOUNTAIN - A CONDOMINIUM
LOCATED IN SECTIONS 2 AND 3, T4N R6W AND SECTION 34,
T5N R6N, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

JOB NO: 05e292
FIELDBOOK: TDS RANGER
G:\T5N R6W\34
H:\PLAT\T5N R6W\Mississippi Mtn\MissMtn\10

DRAWN BY: AJ AUSTIN
APPROVED: LL AUSTIN
CREW: BS-SA-SB-BD

SHEET 11 OF 11

MISSISSIPPI MOUNTAIN - A CONDOMINIUM



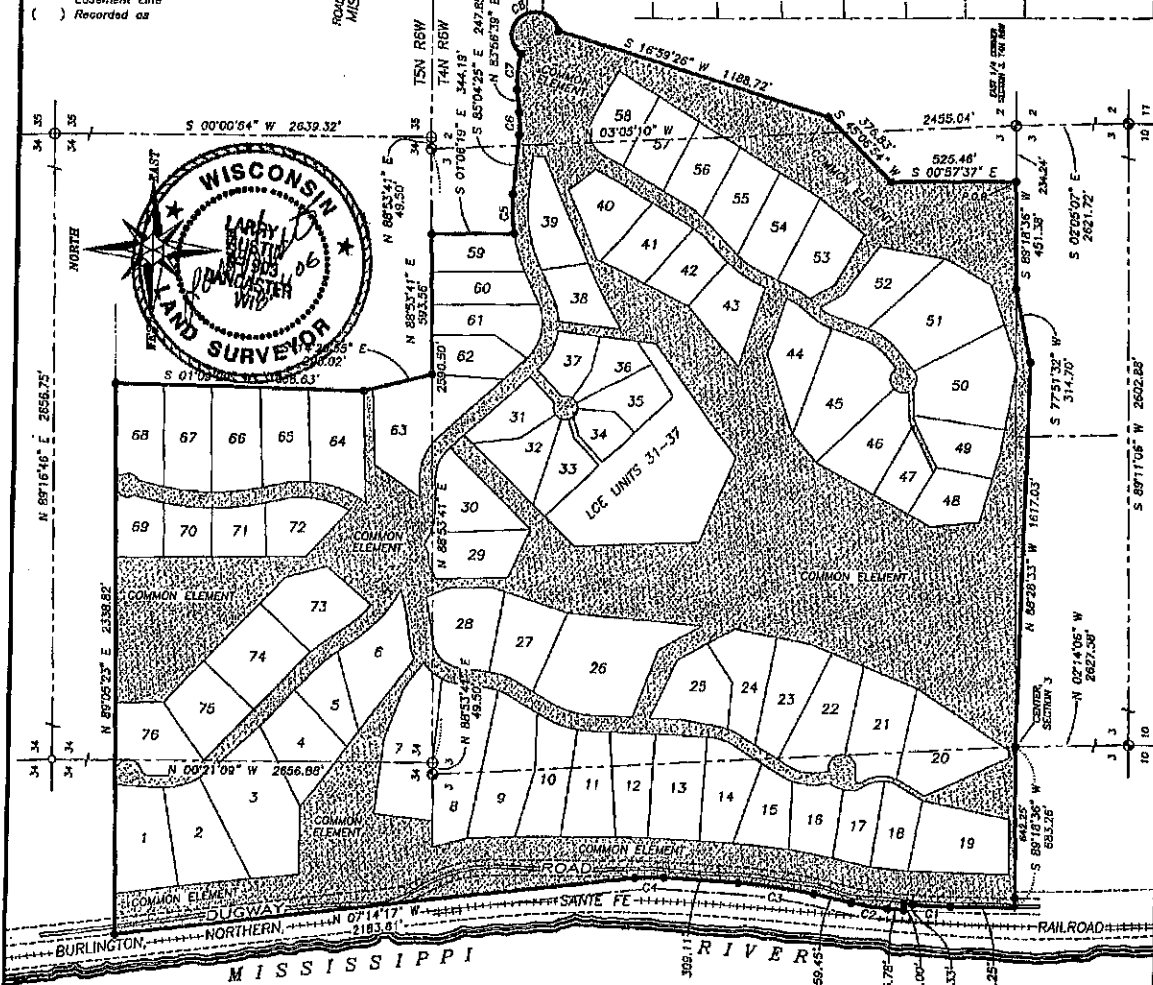
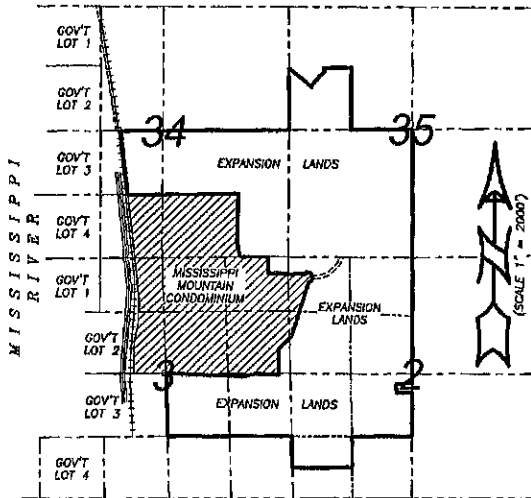
NOTE:
LIMITED COMMON ELEMENT:
 All lands within the Limited Common Elements Boundary Lines not occupied by the Unit shall be Limited Common Elements for the Exclusive use of the immediately adjacent Unit, intending to include the area beneath each individual unit.

- LEGEND**
- These standard symbols will be found in the drawings:
- ⊙ No. 8 x 30" rebar set with Grant County Aluminum Cap
 - ⊕ No. 8 rebar found with Grant County Aluminum Cap
 - No. 6 rebar found
 - No. 6 x 24" rebar set with cap
 - ⊕ No monument set
 - ⊕ Existing Utility Pole
 - Existing Overhead Power
 - Condominium Boundary Line
 - Unit Line
 - Limited Common Element (LCE) Line
 - Easement Line
 - () Recorded as

Non-exclusive easement for uninterrupted and unimpeded vehicular and pedestrian ingress-egress and the right to construct, improve and maintain a private roadway and to install and maintain public utilities

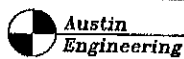
85' WIDE PUBLIC ROADWAY EASEMENT FOR MISSISSIPPI LAKE

LOCATION SKETCH



CURVE	ARC	RADIUS	CHORD	CHORD BEARING
C1	158.34'	2508.00'	158.32'	N 07°50'53" E
C2	154.76'	1033.00'	154.61'	N 07°50'54" E
C3	325.31'	1867.00'	324.94'	N 07°50'08" E
C4	122.02'	698.98'	121.87'	N 02°14'13" W
C5	186.99'	666.00'	186.55'	N 87°44'37" E
C6	95.84'	500.00'	95.69'	N 89°26'09" E
C7	152.31'	366.00'	151.21'	S 84°08'04" E
C8	321.78'	100.00'	189.14'	N 32°38'41" W

EXHIBIT "B"



Austin Engineering

4211 HWY B1 E
 LANCASTER, WI 53013
 PHONE 608-723-6163
 FAX 608-723-9702

MISSISSIPPI MOUNTAIN - A CONDOMINIUM
 LOCATED IN SECTIONS 2 AND 3, T4N R6W AND SECTION 34,
 T8N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

JOB NO. 05-292
 FIELDBOOK: TDS RANGER
 G:\TDR\05-292
 H:\PLAT\TDR\05-292\Mississippi Mtn\MissMtn1

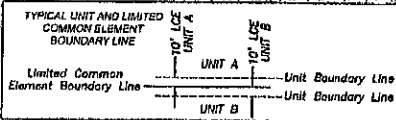
DRAWN BY: AJ AUSTIN
 APPROVED: LJ AUSTIN
 CREW: BS-SA-SB-BD

SHEET 1 OF 11

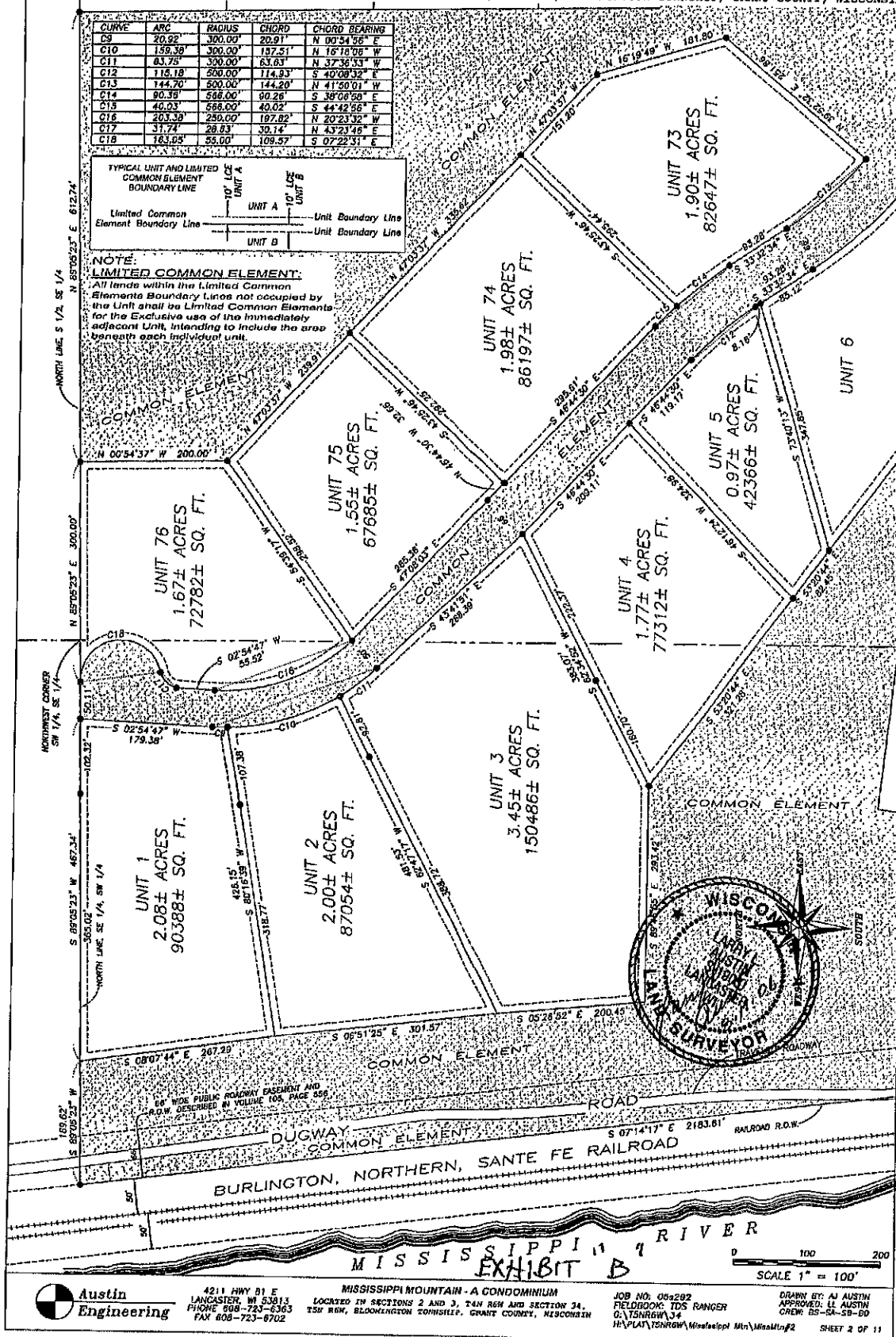
MISSISSIPPI MOUNTAIN. A CONDOMINIUM

LOCATED IN THE NW-NW AND SW-NW, SECTION 2, NE-NE, SE-NE, SW-NE, NW-NE, NE-NW, NW-SE, NE-SE AND GOVERNMENT LOT 2, SECTION 3, T4N R6W AND THE SE-SE, SW-SE AND SE-SW, SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

CURVE	ARC	RADIUS	CHORD	CHORD BEARING
C9	20.29°	300.00'	20.91'	N 00°54'56" E
C10	159.38°	300.00'	187.51'	N 16°18'06" E
C11	63.75°	300.00'	63.63'	N 37°36'33" W
C12	116.18°	500.00'	114.93'	S 40°08'32" E
C13	144.70°	500.00'	144.20'	N 1°50'01" W
C14	90.35°	558.00'	90.26'	S 38°08'58" E
C15	40.93°	558.00'	40.23'	S 44°42'56" E
C16	203.38°	259.00'	187.62'	N 20°32'32" W
C17	31.74°	28.83'	30.14'	N 43°23'46" E
C18	163.45°	55.00'	109.57'	S 07°22'31" E

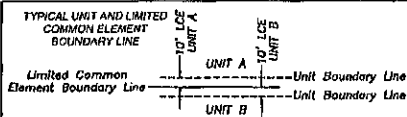


NOTE:
LIMITED COMMON ELEMENT:
All lands within the Limited Common Elements Boundary Lines not occupied by the Unit shall be Limited Common Elements for the Exclusive use of the immediately adjacent Unit, intending to include the area beneath each individual unit.



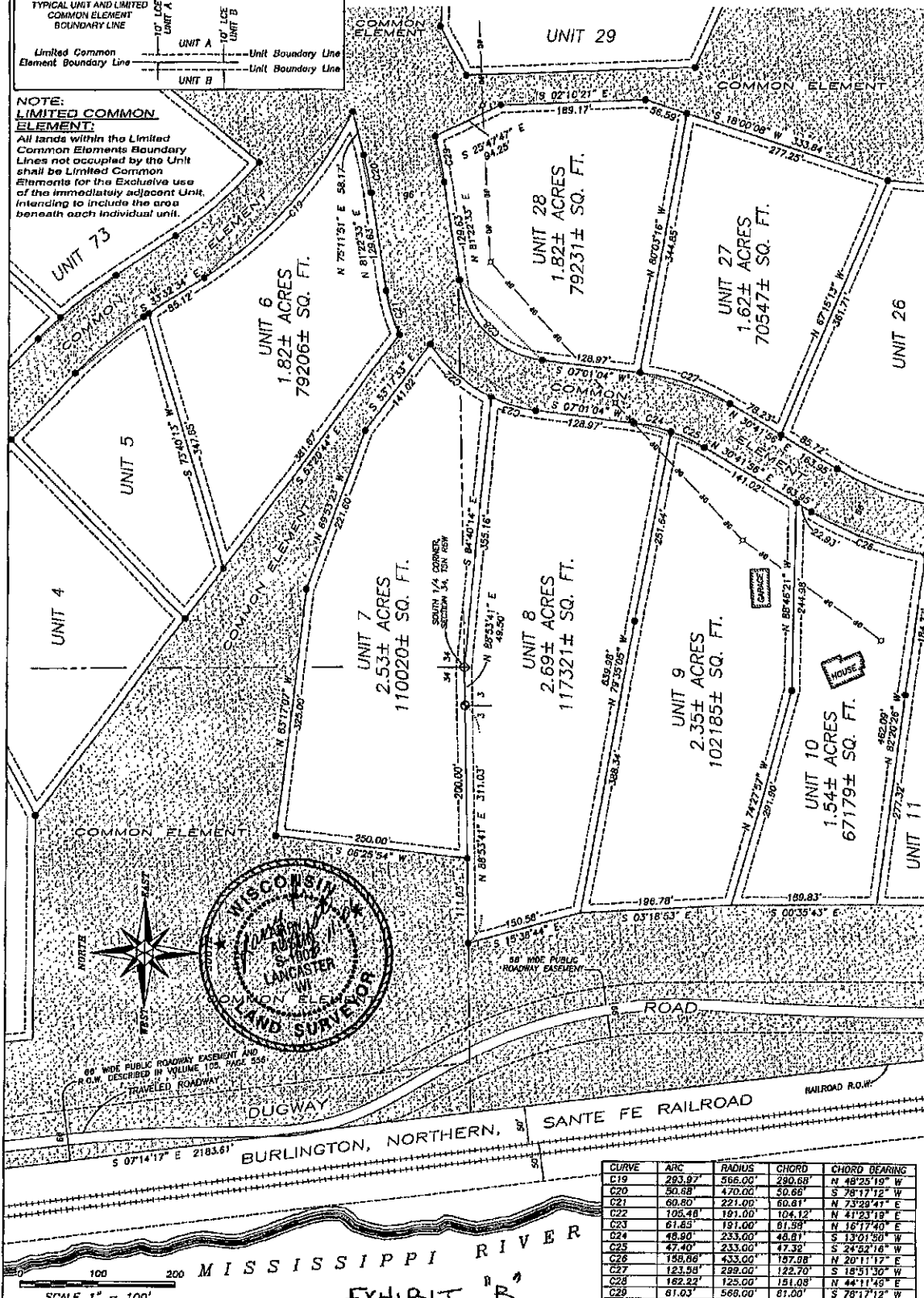
MISSISSIPPI MOUNTAIN. A CONDOMINIUM

LOCATED IN THE NW-NW AND SW-NW, SECTION 2, NE-NE, SE-NE, SW-NE, NW-NE, NE-NW, NW-SE, NE-SE AND GOVERNMENT LOT 2, SECTION 3, T4N R6W AND THE SE-SE, SW-SE AND SE-SW, SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN



NOTE: LIMITED COMMON ELEMENT:

All lands within the Limited Common Elements Boundary Lines not occupied by the Unit shall be Limited Common Elements for the Exclusive use of the immediately adjacent Unit. Intending to include the area beneath each individual unit.



CURVE	ARC	RADIUS	CHORD	CHORD BEARING
C19	283.97'	566.00'	280.68'	N 48°25'19" W
C20	50.68'	470.00'	50.66'	S 78°17'12" W
C21	60.80'	221.00'	60.81'	N 73°29'41" E
C22	105.48'	191.00'	104.12'	N 41°23'18" E
C23	61.83'	191.00'	61.38'	N 18°17'40" E
C24	48.80'	233.00'	48.81'	S 13°01'50" W
C25	47.40'	233.00'	47.32'	S 24°52'16" W
C26	158.88'	433.00'	157.88'	N 20°11'17" E
C27	121.58'	299.00'	122.70'	S 18°51'30" W
C28	182.22'	125.00'	181.08'	N 44°11'48" E
C29	81.03'	566.00'	81.00'	S 78°17'12" W



Austin Engineering

4211 HWY 81 E
LANCASTER, WI 53013
PHONE 608-723-6363
FAX 608-723-8702

MISSISSIPPI MOUNTAIN - A CONDOMINIUM
LOCATED IN SECTIONS 2 AND 3, T4N R6W AND SECTION 34,
T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

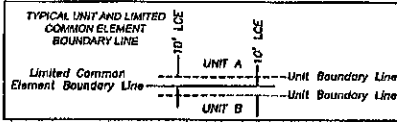
JOB NO: 05222
FIELDBOOK: TDS RANGER
C:\T6NR6W\34
H:\PLAN\T6NR6W\Mississippi Mtn\MainMap.dwg

DRAWN BY: AJ AUSTIN
APPROVED: LL AUSTIN
CREW: GS-SA-SB-GD

SHEET 3 OF 11

MISSISSIPPI MOUNTAIN. A CONDOMINIUM

LOCATED IN THE NW-NW AND SW-NW, SECTION 2, NE-NE, SE-NE, SW-NE, NW-NE, NE-NW, NW-SE, NE-SE AND GOVERNMENT LOT 2, SECTION 3, T4N R6W AND THE SE-SE, SW-SE AND SE-SW, SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

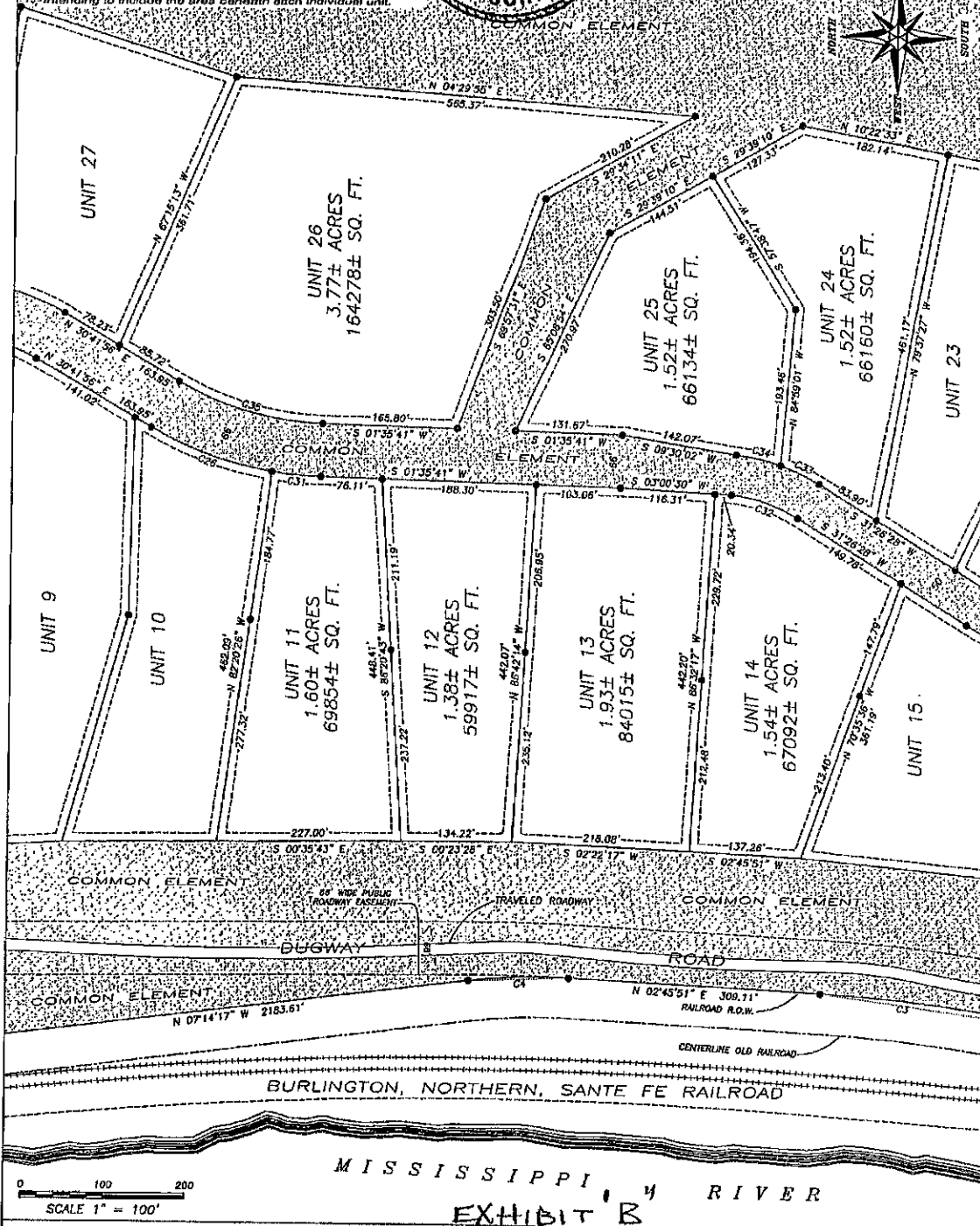


CURVE	ARC	RADIUS	CHORD	CHORD BEARING
C3	204.40'	1967.00'	204.31'	N 05°44'29" E
C4	122.02'	698.98'	121.87'	N 02°14'13" W
C26	158.86'	433.00'	157.58'	N 20°11'17" E
C31	81.08'	433.00'	81.03'	N 05°38'10" E
C32	87.70'	200.00'	87.00'	S 18°52'48" W
C33	63.30'	200.00'	63.30'	S 29°20'02" W
C34	56.13'	200.00'	56.21'	S 12°48'20" W
C35	188.42'	367.00'	184.42'	N 16°08'49" E

NOTE:

LIMITED COMMON ELEMENT:

All lands within the Limited Common Elements Boundary Line not occupied by the Unit shall be Limited Common Elements for the Exclusive use of the immediately adjacent Unit, Intending to include the area beneath each individual unit.



Austin Engineering

4211 HWY 91 E
LANCASTER, WI 53813
PHONE 800-723-6363
FAX 800-723-6702

MISSISSIPPI MOUNTAIN - A CONDOMINIUM
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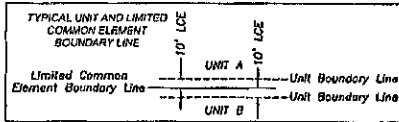
JOB NO: 05292
FIELDBOOK: TDS RANGER
G:\TOWNR6W\34
M:\PLAT\TERR6W\MissMiss\Miss

DRAWN BY: AJ AUSTIN
APPROVED: L. AUSTIN
CREW: SS-SA-SE-SO

SHEET 4 OF 11

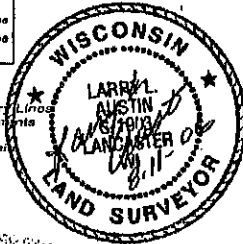
MISSISSIPPI MOUNTAIN. A CONDOMINIUM

LOCATED IN THE NW-NW AND SW-NW, SECTION 2, NE-NE, SE-NE, SW-NE, NW-NE, NE-NW, NW-SE, NE-SE AND GOVERNMENT LOT 2, SECTION 3, T4N R6W AND THE SE-SE, SW-SE AND SE-SW, SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

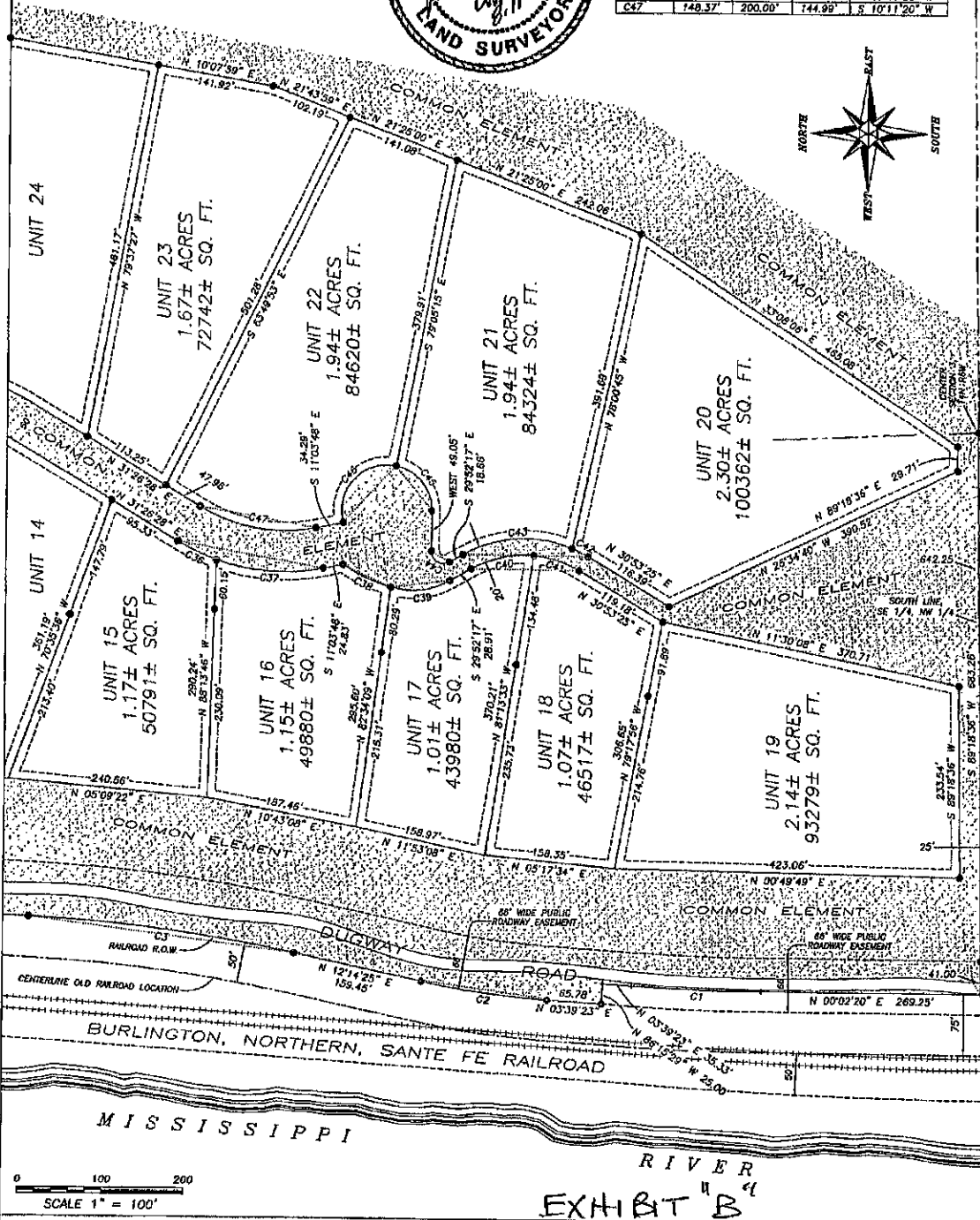


NOTE: LIMITED COMMON ELEMENT:

All lands within the Limited Common Elements Boundary Lines not occupied by the Unit shall be Limited Common Elements for the Exclusive Use of the immediately adjacent Unit, Intending to include the area beneath each individual unit.



CURVE	ARC	RADIUS	CHORD	CHORD BEARING
C1	158.34'	2508.00'	158.32'	S 01°50'52" W
C2	154.78'	1033.00'	154.61'	S 07°56'54" W
C3	325.31'	1987.00'	324.94'	S 07°30'08" W
C36	52.38'	250.00'	52.28'	S 25°26'22" W
C37	133.09'	250.00'	131.52'	S 04°11'14" W
C38	84.16'	207.33'	83.90'	S 26°00'18" W
C39	75.00'	94.21'	73.84'	N 06°51'56" W
C40	78.66'	130.00'	77.48'	N 12°32'16" W
C41	59.21'	130.00'	58.70'	S 17°50'35" W
C42	21.35'	150.00'	21.34'	S 26°48'44" W
C43	137.72'	150.00'	132.93'	N 03°34'07" W
C44	31.38'	15.00'	25.96'	S 30°03'52" W
C45	75.92'	55.00'	70.03'	S 50°27'23" W
C46	112.50'	55.00'	93.89'	N 47°41'00" W
C47	148.37'	200.00'	144.99'	S 10°11'20" W



Austin
Engineering Inc.

4211 HWY 81 E
LANCASTER, WI 53813
PHONE 608-723-6363
FAX 608-723-6702

MISSISSIPPI MOUNTAIN - A CONDOMINIUM
LOCATED IN SECTIONS 2 AND 3, T4N R6W AND SECTION 34,
T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

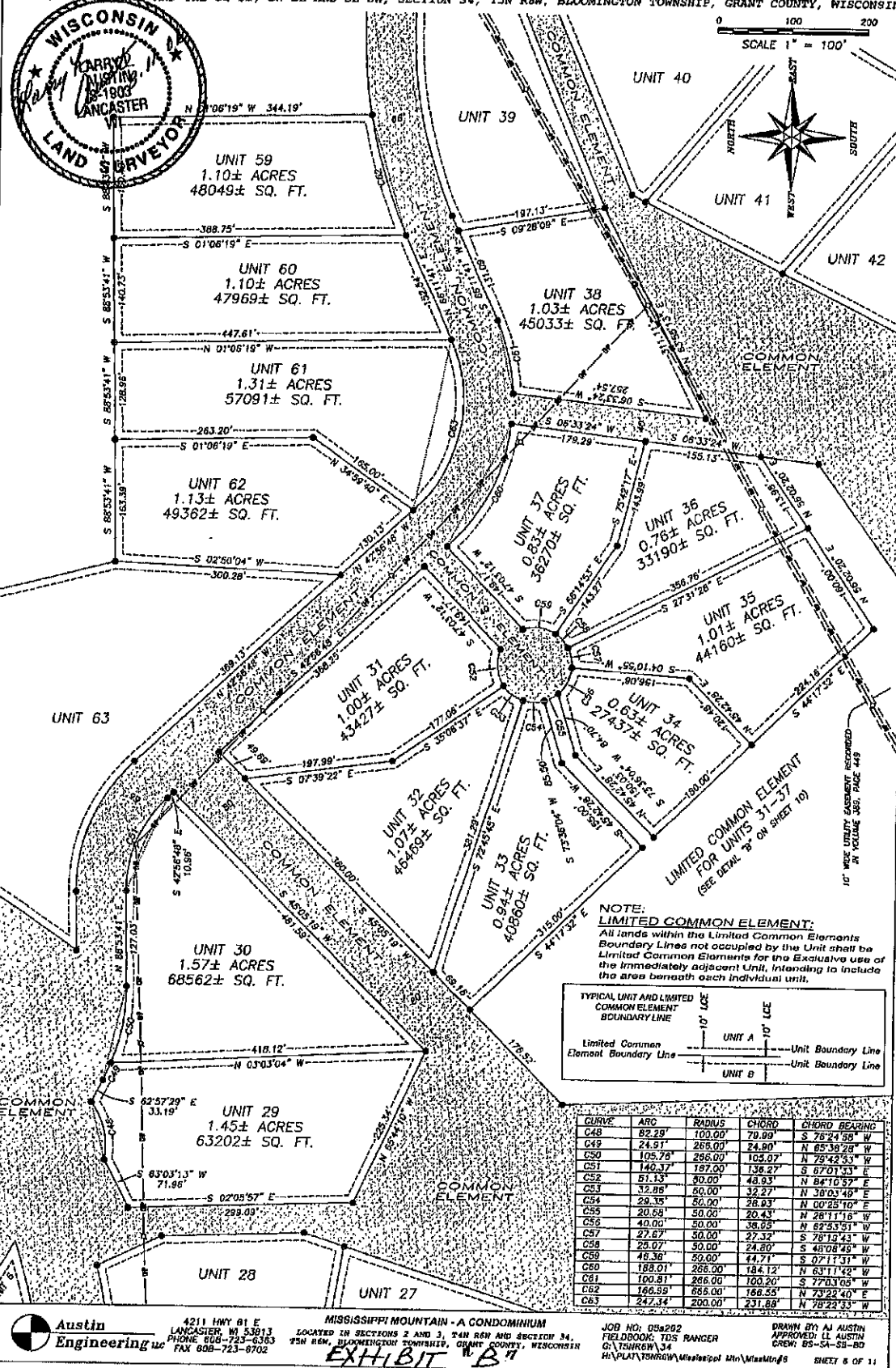
JOB NO. 05-202
FIELDBOOK: TOS RANGER
O: T5N R6W, S4
H: PLAT T5N R6W, W: Mississippi Mtn W: 11/15/05

DRAWN BY: AJ AUSTIN
APPROVED: LL AUSTIN
CREW: DS-SA-SB-BD

SHEET 5 OF 11

MISSISSIPPI MOUNTAIN - A CONDOMINIUM

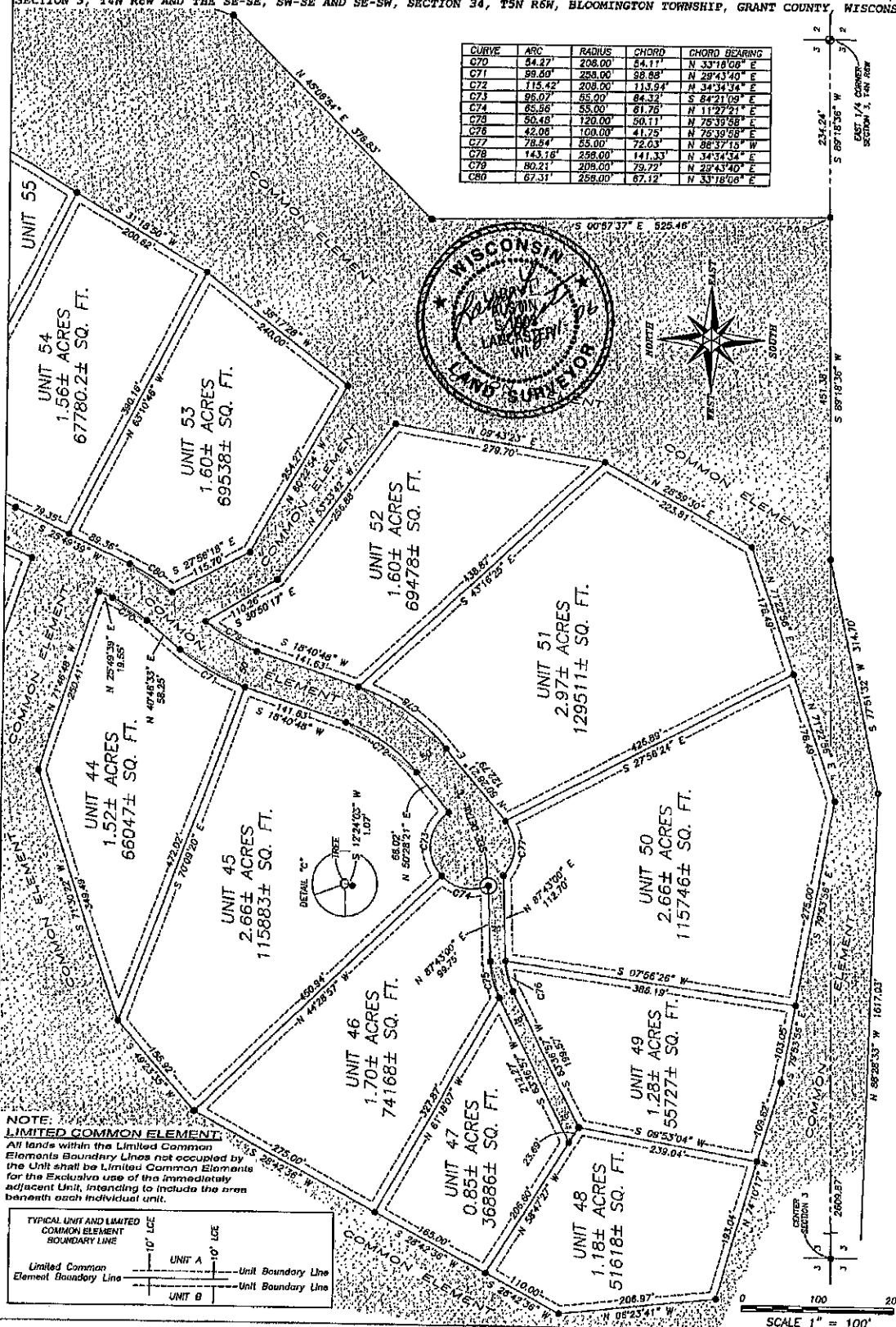
LOCATED IN THE NW-NW AND SW-NW, SECTION 2, NE-NE, SE-NE, SW-NE, NW-NE, NE-NW, NW-SE, NE-SE AND GOVERNMENT LOT 2, SECTION 3, T4N R6W AND THE SE-SE, SW-SE AND SE-SW, SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN



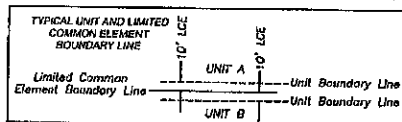
MISSISSIPPI MOUNTAIN. A CONDOMINIUM

LOCATED IN THE NW-NW AND SW-NW, SECTION 2, NE-NE, SE-NE, SW-NE, NW-NE, NE-NW, NW-SE, NE-SE AND GOVERNMENT LOT 2, SECTION 3, T4N R6W AND THE SE-SE, SW-SE AND SE-SW, SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

CURVE	ARC	RADIUS	CHORD	CHORD BEARING
C70	64.27°	238.08'	54.17'	N 33°18'06" E
C71	98.50°	258.00'	98.98'	N 29°34'00" E
C72	115.42°	238.00'	113.94'	N 34°34'34" E
C73	98.07°	55.00'	84.52'	S 84°21'00" E
C74	65.56°	61.20'	81.60'	N 11°37'30" E
C75	50.48°	120.00'	50.11'	S 39°39'58" E
C76	42.06°	100.00'	41.75'	S 75°39'58" E
C77	78.54°	55.00'	72.63'	N 86°37'15" W
C78	143.76°	258.00'	141.33'	N 34°34'34" E
C79	80.21°	258.00'	79.72'	N 29°34'00" E
C80	67.31°	238.08'	67.12'	N 33°18'06" E



NOTE:
LIMITED COMMON ELEMENT:
All lands within the Limited Common Elements Boundary Lines not occupied by the Unit shall be Limited Common Elements for the Exclusive use of the immediately adjacent Unit, intending to include the area beneath each individual unit.



Austin
Engineering

4211 HWY 81 E
LANCASTER, WI 53013
PHONE 608-723-6366
FAX 608-723-6702

MISSISSIPPI MOUNTAIN - A CONDOMINIUM
LOCATED IN SECTIONS 2 AND 3, T4N R5W AND SECTION 34,
T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

JOB NO: 05*282
 FIELDBOOK: IDS RANGER
 G: T5NR6W\J4
 H: PLAT\T5NR6W\Mississippi

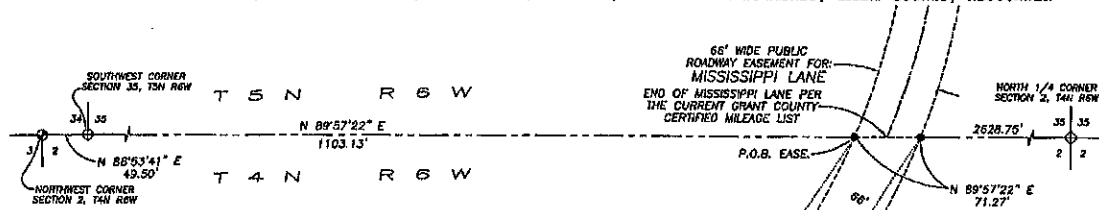
DRAWN BY: AJ AUSTIN
APPROVED: LL AUSTIN
CREW: ES-SA-SB-DD

SHEET 8 OF 11

EXHIBIT A

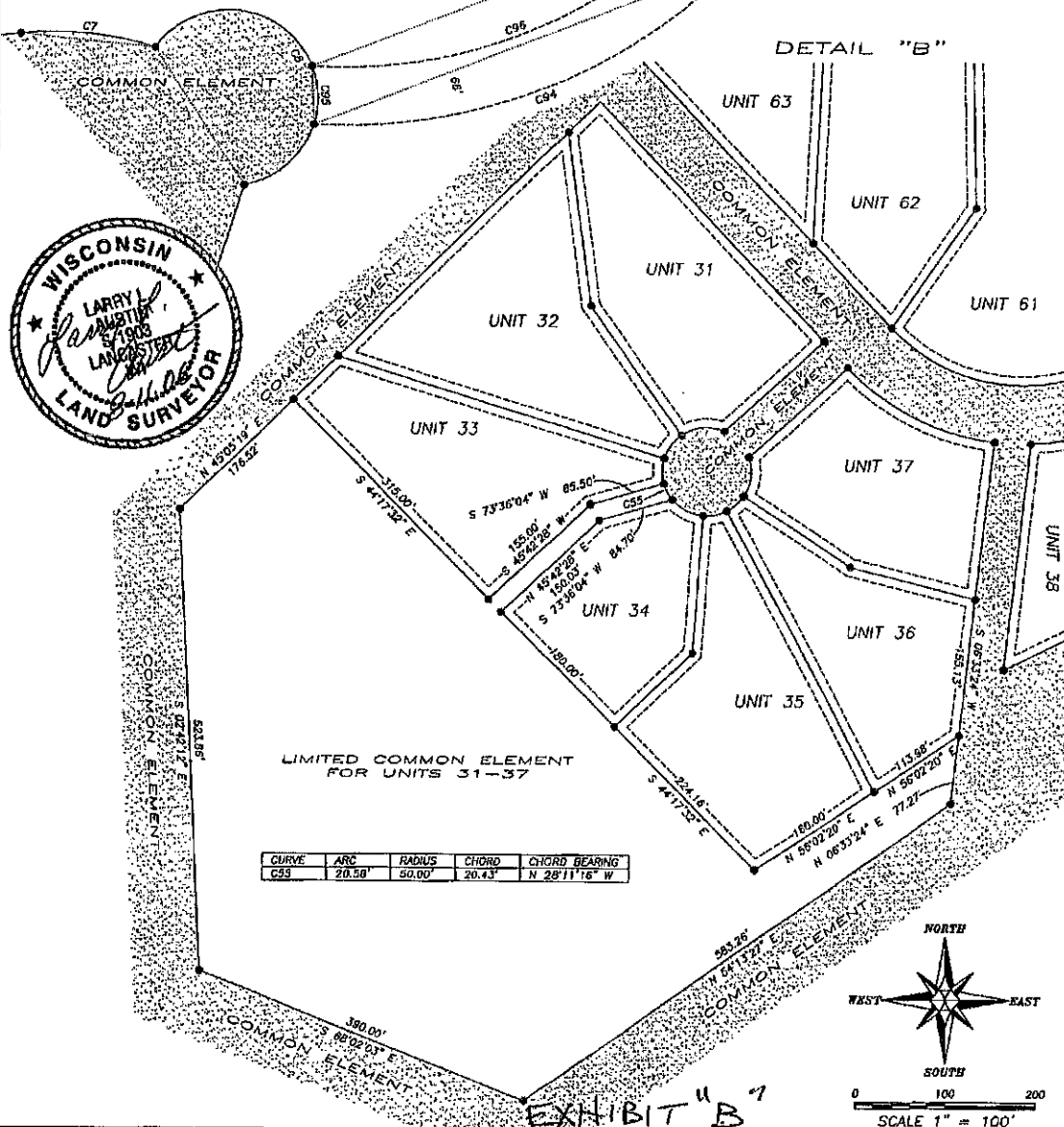
MISSISSIPPI MOUNTAIN - A CONDOMINIUM

LOCATED IN THE NW-NW AND SW-NW, SECTION 2, NE-NE, SE-NE, SW-NE, NW-NE, NE-NW AND GOVERNMENT LOT 2, SECTION 3, T4N R6W AND THE SE-SE, SW-SE AND SE-SW, SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN



CURVE	ARC	RADIUS	CHORD	CHORD BEARING
C7	152.31'	368.00'	151.21'	S 84°08'10" E
C8	391.75'	100.00'	185.14'	N 32°36'41" W
C93	327.06'	833.00'	324.96'	S 32°25'38" W
C94	619.81'	800.46'	503.73'	S 68°29'31" W
C95	67.83'	100.00'	88.34'	S 02°14'03" E
C96	499.04'	634.46'	454.13'	S 68°48'00" W
C97	275.34'	787.00'	273.87'	S 33°23'28" W

DETAIL "A"
Non-exclusive easement for uninterrupted and unimpeded vehicular and pedestrian ingress-egress and the right to construct, improve and maintain a private roadway and to install and maintain public utilities



Austin
Engineering

4211 HWY 81 E
LANCASTER, WI 53013
PHONE 608-723-8363
FAX 608-723-6702

MISSISSIPPI MOUNTAIN - A CONDOMINIUM
LOCATED IN SECTIONS 2 AND 3, T5N R6W AND SECTION 34,
T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

JOB NO: 05292
FIELDBOOK: TDS RANGER
D: T5N R6W 34
H: PLAT T5N R6W Wisconsin Plat A10N\Mississipp

DRAWN BY: AJ AUSTIN
APPROVED: LJ AUSTIN
CREW: DS-SA-SB-BD

SHEET 10 OF 11

EXPANSION LANDS:

The North Half (N. 1/2) of the Southwest Quarter (S.W. 1/4) EXCEPT a tract of land described as follows, to-wit: Begin at a point which is 12 rods South of the Northeast corner of the N.E. 1/4 of the S.W. 1/4;

thence South 12 rods;

thence West 20 rods;

thence North 12 rods;

thence East 20 rods to the place of beginning.

Also including the North Half (N. 1/2) of the Southwest Quarter (S.W. 1/4) of the Southwest Quarter (S.W. 1/4); and also including the Northwest Quarter (N.W. 1/4).

All in Section Two (2), Township Four (4) North, Range Six (6) West of the 4th P.M., Grant County, Wisconsin.

The Northeast Quarter (N.E. 1/4);

that part of the Northeast Quarter (N.E. 1/4) of the Northwest Quarter (N.W. 1/4) lying Easterly of the Burlington Northern Railroad; and that portion of the Southeast Quarter (S.E. 1/4) of the Northwest Quarter (N.W. 1/4) lying easterly of a line drawn parallel with and distant 50.00 feet Easterly of, as measured at right angles to, Burlington Northern Railroad Company's main track centerline, as now located and constructed, said land also being part of Government Lot Two (2).

All in Section Three (3), Township Four (4) North, Range Six (6) West of the 4th P.M., Grant County, Wisconsin.

Also including the South Half (S. 1/2) of the Southeast Quarter (S.E. 1/4) and that part of the Southeast Quarter (S.E. 1/4) of the Southwest Quarter (S.W. 1/4) lying East of the Burlington Northern Railroad, all in Section Thirty-four (34), Township Five (5) North, Range Six (6) West of the 4th P.M., Grant County, Wisconsin.

Also including the South Half (S. 1/2) of the Southwest Quarter (S.W. 1/4) of Section Thirty-five (35), Township Five (5) North, Range Six (6) West of the 4th P.M., Grant County, Wisconsin.

The North Half (N. 1/2) of the Southeast Quarter (S.E. 1/4) of Section Three (3), Township Four (4) North, Range Six (6) West of the 4th P.M., Grant County, Wisconsin.

The Southwest quarter of the Northwest Quarter (SW NW); Northeast quarter of the Southwest quarter (NE SW); and the Northwest quarter of the Southwest quarter (NW SW), all in section 35, T5N, R6W, Town of Bloomington, Grant County, Wisconsin.

The Northeast quarter of the Southeast (NE SE); Northwest quarter of the Southeast quarter (NW SE); all lands in the Northeast quarter of the Southwest quarter (NE SW) east of the railroad tracks, all in section 34, T5N, R6W, Town of Bloomington, Grant County, Wisconsin;

EXCEPTING THEREFROM:

A Parcel of land located in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Two (2), the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4), the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4), the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) and in Government Lot 2, of Section Three (3), Town Four (4) North, Range Six (6) West of the 4th P.M., and in the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4), the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) and the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-four (34), Town Five (5) North, Range Six (6) West of the 4th P.M., Bloomington Township, Grant County, Wisconsin, containing 251.68 acres, more or less, and being described as follows:

Commencing at the East Quarter (E 1/4) corner of said Section Three (3);

thence South 89° 18' 36" West 234.24' along the South line of the Northeast Quarter (NE 1/4) of said Section Three (3) to the point of beginning;

thence South 89° 18' 36" West 451.38' along said South line;

thence South 77° 51' 32" West 314.70';

thence North 88° 28' 33" West 1617.03' to the center of said Section Three (3);

thence South 89° 18' 36" West 693.28' along the South line of Government Lot 2 of said Section Three (3) to the Easterly right of way of the Burlington Northern Santa Fe Railroad;

thence North 00° 02' 20" East 269.25' along said right of way;

thence 158.34' on the arc of a curve to the right having a radius of 2508.00' and a long chord bearing North 01° 50' 52" East 158.32' along said right of way;

thence North 03° 39' 23" East 35.33' along said right of way;

thence North 86° 15' 29" West 25.00' along said right of way;

thence North 03° 39' 23" East 65.78' along said right of way;

thence 154.76' on the arc of a curve to the right having a radius of 1033.00' and a long chord bearing North 07° 56' 54" East 154.61' along said right of way;

thence North 12° 14' 25" East 159.45' along said right of way;

thence 325.31' on the arc of a curve to the left having a radius of 1967.00' and a long chord bearing North 07° 30' 08" East 324.94' along said right of way;

thence North 02° 45' 51" East 309.11' along said right of way;

thence 122.02' on the arc of a curve to the left having a radius of 698.98' and a long chord bearing North 02° 14' 13" West 121.87' along said right of way;

thence North 07° 14' 17" West 2183.61' along said right of way;

thence North 89° 05' 23" East 2338.82' along the North line of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) and the North line of the South Half (S. 1/2) of the Southeast Quarter (SE 1/4) of said Section Thirty-four (34);

thence South 01° 09' 29" West 1036.63';

thence South 14° 20' 55" East 295.02';

thence North 88° 53' 41" East 593.56';

thence South 01° 06' 19" East 344.19';

thence 166.99' on the arc of a curve to the right having a radius of 666.00' and a long chord bearing North 87° 44' 37" East 166.55';

thence South 85° 04' 25" East 247.85';

thence 95.84' on the arc of a curve to the left having a radius of 500.00' and a long chord bearing North 89° 26' 07" East 95.69';

thence North 83° 56' 39" East 95.32';

thence 152.31' on the arc of a curve to the right having a radius of 366.00' and a long chord bearing South 84° 08' 04" East 151.21';

thence 391.75' on the arc of a curve to the right having a radius of 100.00' and a long chord bearing South 32° 36' 41" East 185.14';

thence South 16° 59' 26" West 1188.72';

thence South 45° 06' 54" West 376.83';

thence South 00° 57' 37" East 525.46' to the point of beginning.

EXCEPTING THEREFROM:

Lot 23, Lot 24 and Lot 25 of Certified Survey Map No. 850, recorded in Volume 7 of Certified Survey Maps on Pages 43-44, as Document No. 638482, Grant County Registry.

EXHIBIT "C"

728524

Document No.

23
FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR
MISSISSIPPI MOUNTAIN, A
CONDOMINIUM

GRANT COUNTY, WI
RECEIVED FOR RECORD

AUG 23 2010

at 12:45 P.m. and recorded in
Vol 1250 of Records Page 397
Marilyn Pierce Register

Return to:
Thomas W. Shellander
PO Box 5510
Madison, WI 53705-0510

3078

MWT

(See the attached Exhibit D)

Parcel Numbers

THIS FIRST AMENDMENT ("Amendment") is executed as of this 18th day of August, 2010, by Future Farm, LLC, a Wisconsin limited liability company ("Declarant").

RECITALS

WHEREAS, Declarant established Mississippi Mountain, a Condominium ("Condominium") by executing that certain "Declaration of Mississippi Mountain, a Condominium," ("Declaration"), which is recorded in the Grant County Register of Deeds Office in Volume 1109 of Records at Page 961 as Document No. 691084; and

WHEREAS, all of the Unit Owners and all of the mortgagees of all of the Unit Owners have executed removal instruments (collectively the "Removal Instruments") in accordance with Section 703.28, Wis. Stats., in order to remove real estate described in the attached Exhibit A ("Removed Lands") from the Condominium; and

WHEREAS, the Removal Instruments are being recorded in the office of the Grant County Register of Deed contemporaneous with the recordation of this Amendment; and

WHEREAS, the removal of the Removed Lands from the Condominium was unanimously approved in accordance with the by-laws of the Association at a special meeting of the Unit Owners at which a quorum was present; and

WHEREAS, Units 17, 18, 19, 20, and 21 ("Removed Units") are within the Removed Lands, which will result in the number of Units in the Condominium being reduced from 76 to 71; and

WHEREAS, Article XIII of the Declaration provides that the Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds of the voting interest held by all of the Unit Owners; and

WHEREAS, both before and after the removal of the Removed Units, the Declarant holds more than two-thirds of the voting interests held by all of the Unit Owners; and

WHEREAS, Section 5.01 of the Declaration provides that the undivided percentage interest in the Common Elements appurtenant to each Unit is a percentage equal to one divided by the total number of Units; and

WHEREAS, the Declarant desires to remove all of the real estate described on Exhibit C of the Declaration from the expansion area of the Condominium;

NOW, THEREFORE, the Declarant does hereby declare as follows:

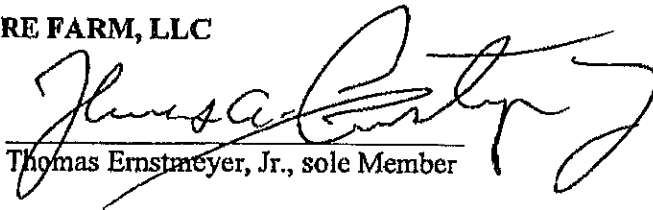
1. **Incorporation; Capitalized Terms.** The above Recitals and attached Exhibits are incorporated into and made a part of this Amendment. Capitalized terms not defined in this Amendment shall have the definitions given to such terms in the Declaration.
2. **Restatement of Real Estate Subject to Condominium.** The real estate subject to the Declaration is hereby restated to be the real estate described in the attached Exhibit B. Exhibit A of the Declaration is hereby replaced in its entirety with the attached Exhibit B.
3. **Amendment No. 1 to Condominium Plat.** Contemporaneous with the recording of this Amendment, Declarant is recording Amendment No. 1 to the Plat of Mississippi Mountain, a Condominium ("Revised Plat"), a copy of which is attached hereto as Exhibit C.
4. **Listing of All Units; Recalculation of Percentage Interest in Common Elements.** After giving effect to the Removal Instruments, a list of all of the remaining Units in the Condominium, and each Unit's tax parcel number, is set forth in the attached Exhibit D. Pursuant to the formula in Section 5.01 of the Declaration, as a result of the removal of the Removed Units from the Condominium, the percentage interest of each Unit is currently 1.4084% ($1 \div 71$).
5. **Removal of Real Estate from Expansion Area.** All of the real estate described in Exhibit C of the Declaration is hereby removed from the expansion area. Exhibit C of the Declaration is hereby deleted in its entirety.
6. **Access Easement for Removed Lands.** The owner of the Removed Lands shall have a perpetual non-exclusive access easement for ingress and egress to the Removed Lands over the roads identified on the Revised Plat. Notwithstanding anything herein or in the

Declaration to the contrary, such easement shall not be altered or eliminated without the written consent of the owner of the Removed Lands.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first above written.

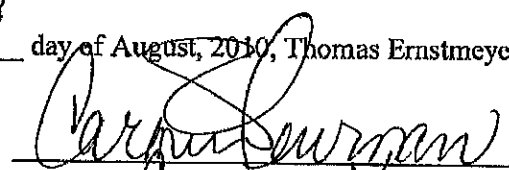
FUTURE FARM, LLC

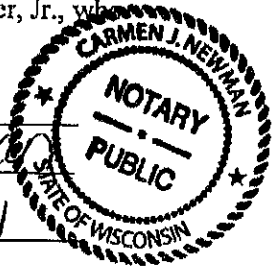
By:


Thomas Ernstmeier, Jr., sole Member

STATE OF WISCONSIN)
COUNTY OF Barron) ss.

Personally came before me this 18 day of August, 2010, Thomas Ernstmeier, Jr., who acknowledged the foregoing document.


Name: Carmen Newman
Notary Public, State of Wisconsin
My Commission: 6-4-2011



CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by Future Farm, LLC, to the undersigned recorded in the office of the Register of Deeds of Grant County, Wisconsin, on May 3, 1999 as Document No. 609418 in Volume 826 of records at Page 718, does hereby consent to all of the terms and conditions of the foregoing amendment and agrees that its interest in the property shall be subject in all respects to the terms hereof.

Dated this 18th day of August, 2010.

William H. Borsland

Name/Title: Bank of Alma

William H. Borsland, Pres.

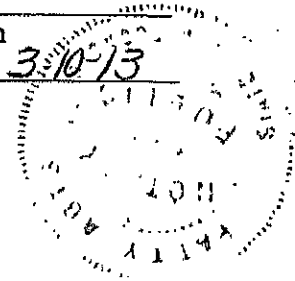
STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

Personally came before me this 18th day of August, 2010, William H. Borsland President of Bank of Alma who acknowledged the foregoing document for the purposes recited herein on behalf of Bank of Alma.

Patty Abts

Name: Patty Abts
Notary Public, State of Wisconsin

My Commission: Expires 3-10-13



This document drafted by
and should be returned upon recording to:
Attorney Thomas W. Shellander
Neider & Boucher, SC
PO Box 5510
Madison, WI 53705-0510
(608) 661-4500

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by Future Farm, LLC, to the undersigned recorded in the office of the Register of Deeds of Grant County, Wisconsin, on July 12, 2001 as Document No. 630053 in Volume 881 of records at Page 651, does hereby consent to all of the terms and conditions of the foregoing amendment and agrees that its interest in the property shall be subject in all respects to the terms hereof.

Dated this 18th day of August, 2010.

William H. Borchard
Name/Title: Bank of Alma by William H. Borchard, Pres.

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

Personally came before me this 18th day of August, 2010 William H. Borchard the President of Bank of Alma who acknowledged the foregoing document for the purposes recited herein on behalf of Bank of Alma

Patty Abts
Name: Patty Abts
Notary Public, State of Wisconsin
My Commission: Expires 3-10-13

This document drafted by
and should be returned upon recording to:
Attorney Thomas W. Shellander
Neider & Boucher, SC
PO Box 5510
Madison, WI 53705-0510
(608) 661-4500

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by Future Farm, LLC, to the undersigned recorded in the office of the Register of Deeds of Grant County, Wisconsin, on October 22, 2008 as Document No. 711516 in Volume 1183 of records at Page 455, does hereby consent to all of the terms and conditions of the foregoing amendment and agrees that its interest in the property shall be subject in all respects to the terms hereof.

Dated this 18th day of August, 2010.

William H Borchard, Pres
Name/Title: BANK OF ALMA, INC.
William H Borchard

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

Personally came before me this 18th day of August, 2010, William H Borchard, the President of BANK OF ALMA, INC., who acknowledged the foregoing document for the purposes recited herein on behalf of Bank of Alma

Patty Abts
Name: Patty Abts
Notary Public, State of Wisconsin
My Commission: Expires 3-10-13

This document drafted by
and should be returned upon recording to:
Attorney Thomas W. Shellander
Neider & Boucher, SC
PO Box 5510
Madison, WI 53705-0510
(608) 661-4500

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by Future Farm, LLC, to the undersigned recorded in the office of the Register of Deeds of Grant County, Wisconsin, on May 4, 2008 as Document No. 688208 in Volume 1099 of records at Page 118, does hereby consent to all of the terms and conditions of the foregoing amendment and agrees that its interest in the property shall be subject in all respects to the terms hereof.

Dated this 17th day of August, 2010.

[Signature]
Name/Title: Natterra Land, Inc.
Scott W. Disney, Vice President

STATE OF WISCONSIN)
COUNTY OF GRANT) ss.
Owasha

Personally came before me this 17th day of August, 2010, Scott W. Disney, the Vice President of Natterra Land, Inc., who acknowledged the foregoing document for the purposes recited herein on behalf of Natterra Land, Inc.

[Signature]
Name: Magdalene A. Hendrick
Notary Public, State of Wisconsin
My Commission: May 29, 2011

This document drafted by
and should be returned upon recording to:
Attorney Thomas W. Shellander
Neider & Boucher, SC
PO Box 5510
Madison, WI 53705-0510
(608) 661-4500

CONSENT OF MORTGAGEE

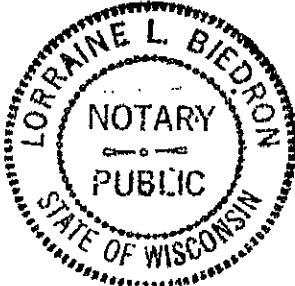
The undersigned, being the holder of a mortgage executed by Future Farm, LLC, to the undersigned recorded in the office of the Register of Deeds of Grant County, Wisconsin, on November 24, 2009 as Document No. 722542 in Volume 122B of records at Page 10, does hereby consent to all of the terms and conditions of the foregoing amendment and agrees that its interest in the property shall be subject in all respects to the terms hereof.

Dated this 17 day of August, 2010.

[Signature]
Name/Title: First National Bank by
Richard Jacob, vice president

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

Personally came before me this 17 day of August, 2010, Richard Jacob, the
V. P. of First National Bank who acknowledged the foregoing document for the
purposes recited herein on behalf of First National Bank.



Name: Lorraine L. Biedron
Notary Public, State of Wisconsin
My Commission: 07-15-12

This document drafted by
and should be returned upon recording to:
Attorney Thomas W. Shellander
Noider & Boucher, SC
PO Box 5510
Madison, WI 53705-0510
(608) 661-4500

**EXHIBIT A
REMOVED LANDS**

Located in Government Lot Two (2) and in the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Three (3), Township Four (4) North, Range Six (6) West of the 4th P.M., Town of Bloomington, Grant County, Wisconsin, containing 17.94 acres, more or less, and being described as follows:

Commencing at the East Quarter (E 1/4) corner of said Section 3;
thence South 89° 18' 36" West 234.24 feet along the North line of the Southeast Quarter (SE 1/4) of said Section to a No. 6 rebar;
thence continuing South 89° 18' 36" West 451.38 feet along said North line to a No. 6 rebar;
thence South 77° 51' 32" West 314.70 feet to a No. 6 rebar;
thence North 88° 28' 33" West 1258.54 feet to a No. 6 rebar marking the point of beginning;
thence North 88° 28' 33" West 358.49 feet to the center of said Section 3;
thence South 89° 18' 36" West 683.26 feet;
thence North 00° 02' 20" East 269.25 feet;
thence 158.34 feet on the arc of a curve to the right having a radius of 2508.00 feet and a long chord bearing North 01° 50' 52" East 158.32 feet;
thence North 03° 39' 23" East 35.33 feet;
thence North 86° 15' 29" West 25.00 feet;
thence North 03° 39' 23" East 65.78 feet;
thence 154.32 feet on the arc of a curve to the right having a radius of 1033.00 feet and a long chord bearing North 07° 56' 10" East 154.17 feet;
thence North 12° 14' 25" East 103.71 feet;
thence South 82° 34' 09" East 462.19 feet;
thence 72.70 feet on the arc of a curve to the left having a radius of 50.00 feet and a long chord bearing South 41° 45' 30" East 66.46 feet;
thence East 49.05 feet;
thence 75.92 feet on the arc of a curve to the left having a radius of 55.00 feet and a long chord bearing North 50° 27' 23" East 70.03 feet;
thence South 79° 05' 15" East 539.91 feet;
thence South 11° 21' 46" West 631.21 feet to the point of beginning.

EXHIBIT B
RESTATEMENT OF REAL ESTATE SUBJECT TO CONDOMINIUM
MISSISSIPPI MOUNTAIN, A CONDOMINIUM

A Parcel of land located in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Two (2), the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4), the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4), the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) and in Government Lot 2, of Section Three (3), Town Four (4) North, Range Six (6) West of the 4th P.M., and in the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4), the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) and the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-four (34), Town Five (5) North, Range Six (6) West of the 4th P.M., Bloomington Township, Grant County, Wisconsin, containing 233.75 acres, more or less, and being described as follows:

Commencing at the East Quarter (E 1/4) corner of said Section Three (3);
 thence South 89° 18' 36" West 234.24' along the South line of the Northeast Quarter (NE 1/4) of said Section Three (3) to the point of beginning;
 thence South 89° 18' 36" West 451.38' along said South line;
 thence South 77° 51' 32" West 314.70';
 thence North 88° 28' 33" West 1258.54';
 thence North 11° 21' 46" East 631.21';
 thence North 79° 05' 15" West 539.91';
 thence 75.92' on the arc of a curve to the right having a radius of 55.00' and a long chord bearing South 50° 27' 23" West 70.03';
 thence West 49.05';
 thence 72.70' on the arc of a curve to the right having a radius of 50.00' and a long chord bearing North 41° 45' 30" West 66.46';
 thence North 82° 34' 09" West 462.19' to the Easterly right of way of the Burlington Northern Santa Fe Railroad;
 thence North 12° 14' 25" East 55.74' along said right of way;
 thence 325.31' on the arc of a curve to the left having a radius of 1967.00' and a long chord bearing North 07° 30' 08" East 324.94' along said right of way;
 thence North 02° 45' 51" East 309.11' along said right of way;
 thence 122.02' on the arc of a curve to the left having a radius of 698.98' and a long chord bearing North 02° 14' 13" West 121.87' along said right of way;
 thence North 07° 14' 17" West 2183.61' along said right of way;
 thence North 89° 05' 23" East 2338.82' along the North line of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) and the North line of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of said Section Thirty-four (34);
 thence South 01° 09' 29" West 1036.63';
 thence South 14° 20' 55" East 295.02';
 thence North 88° 53' 41" East 593.56';

thence South $01^{\circ} 06' 19''$ East 344.19';
 thence 166.99' on the arc of a curve to the right having a radius of 666.00' and a long chord bearing North $87^{\circ} 44' 37''$ East 166.55';
 thence South $85^{\circ} 04' 25''$ East 247.85';
 thence 95.84' on the arc of a curve to the left having a radius of 500.00' and a long chord bearing North $89^{\circ} 26' 07''$ East 95.69';
 thence North $83^{\circ} 56' 39''$ East 95.32';
 thence 152.31' on the arc of a curve to the right having a radius of 366.00' and a long chord bearing South $84^{\circ} 08' 04''$ East 151.21';
 thence 391.75' on the arc of a curve to the right having a radius of 100.00' and a long chord bearing South $32^{\circ} 36' 41''$ East 185.14';
 thence South $16^{\circ} 59' 26''$ West 1188.72';
 thence South $45^{\circ} 06' 54''$ West 376.83';
 thence South $00^{\circ} 57' 37''$ East 525.46' to the point of beginning.

The above described parcel is subject to any and all easements of record and/or usage, INCLUDING, but not limited to a Sixty-six foot (66') wide ingress-egress easement being described as follows:

A Sixty-six foot (66') wide ingress-egress easement being located in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Two (2), Town Four (4) North, Range Six (6) West of the 4th P.M., Bloomington Township, Grant County, Wisconsin, said easement being described as follows:

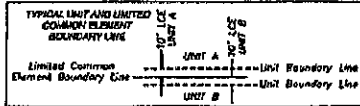
Commencing at the Northwest corner of said Section Two (2);

thence North $88^{\circ} 53' 41''$ East 49.50' along the North line of said Section;
 thence North $89^{\circ} 57' 22''$ East 1103.13' along the North line of said Section to the point of beginning;
 thence North $89^{\circ} 57' 22''$ East 71.27';
 thence 327.06' on the arc of a curve to the right having a radius of 833.00' and a long chord bearing South $32^{\circ} 25' 38''$ West 324.96';
 thence 519.81' on the arc of a curve to the right having a radius of 600.46' and a long chord bearing South $68^{\circ} 28' 31''$ West 503.73';
 thence 67.63' on the arc of a curve to the left having a radius of 100.00' and a long chord bearing North $02^{\circ} 14' 03''$ West 66.34';
 thence 469.04' on the arc of a curve to the left having a radius of 534.46' and a long chord bearing North $68^{\circ} 49' 00''$ East 454.13';
 thence 275.34' on the arc of a curve to the left having a radius of 767.00' and a long chord bearing North $33^{\circ} 23' 28''$ East 273.87' to the point of beginning.

EXHIBIT C
REVISED PLAT

VOL 1250 PG 408

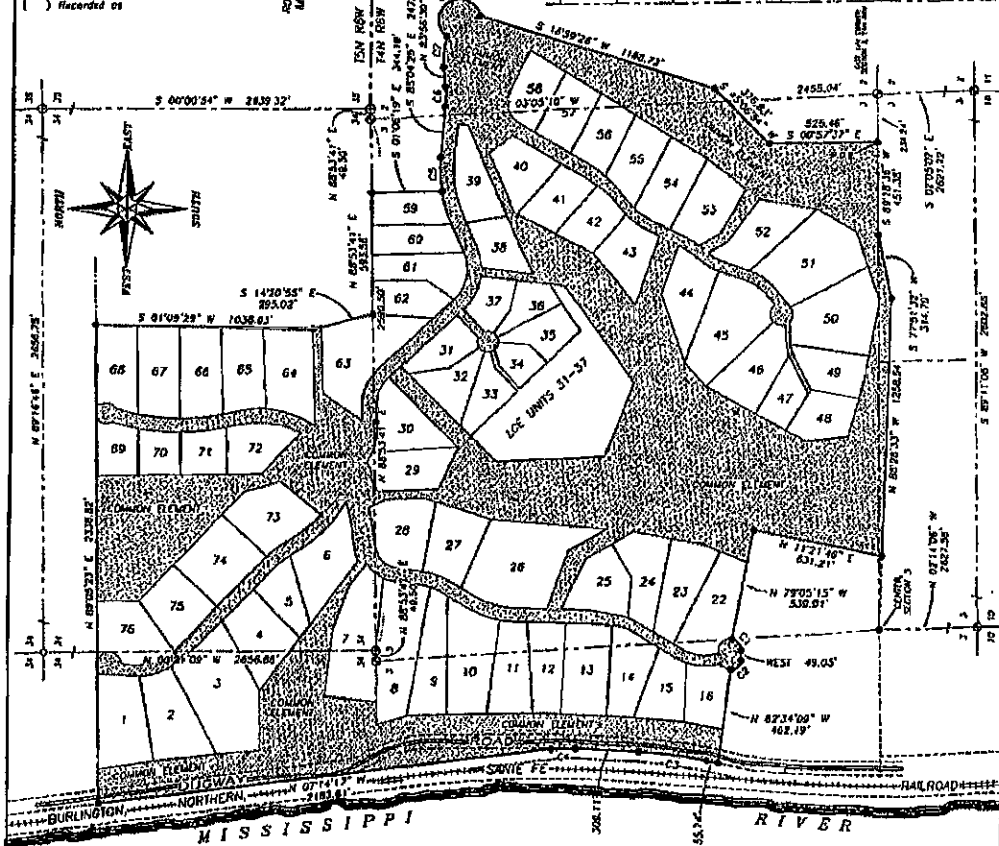
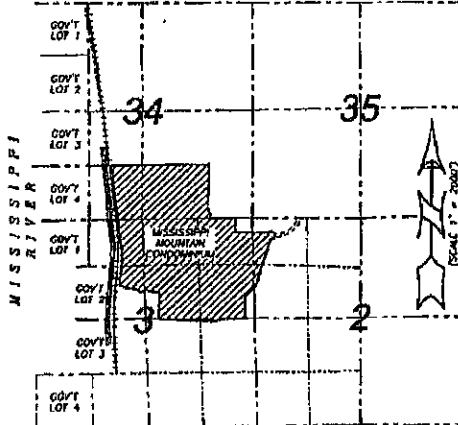
MISSISSIPPI MOUNTAIN A CONDOMINIUM
CONDOMINIUM PLAT - AMENDMENT NO. 1



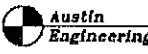
NOTE:
LIMITED COMMON ELEMENT:
All lands within the Limited Common Elements Boundary Line not occupied by the Unit shall be Limited Common Elements for the Exclusive use of the immediately adjacent Unit, including the area beneath each individual Unit.

- LEGEND**
- Three standard symbols are to be used in the plat:
- 1. No. 8 x 30" rebar set with Great County Aluminum Cap
 - 2. No. 8 rebar found with Great County Aluminum Cap
 - 3. Concrete monument found
 - 4. No. 6 rebar found
 - 5. No. 6 x 24" rebar set with cap
 - 6. No monument set
 - 7. Existing Utility Poles
 - 8. Existing Overhead Power
 - 9. Condominium Boundary Line
 - 10. Unit Line
 - 11. Limited Common Element (LCE) Line
 - 12. Easement Line
 - 13. Recorded as
- Non-exclusive easement for uninterrupted and unimpeded vehicular and pedestrian ingress and egress and the right to construct, improve and maintain a private roadway and to install and maintain public utilities.

LOCATION SKETCH



CURVE	ARC	RADIUS	CHORD	CHORD BEARING
C1	75.97	35.00	70.83	S 62°27'23" W
C2	72.70	30.00	64.46	N 21°45'30" W
C3	72.70	150.00	312.83	N 02°12'00" E
C4	72.70	150.00	312.83	N 02°12'00" W
C5	188.98	844.00	164.53	N 67°41'19" E
C6	55.64	300.00	85.68	N 89°24'07" E
C7	130.57	265.00	131.27	S 84°48'04" E
C8	75.15	166.00	164.72	S 77°19'51" E

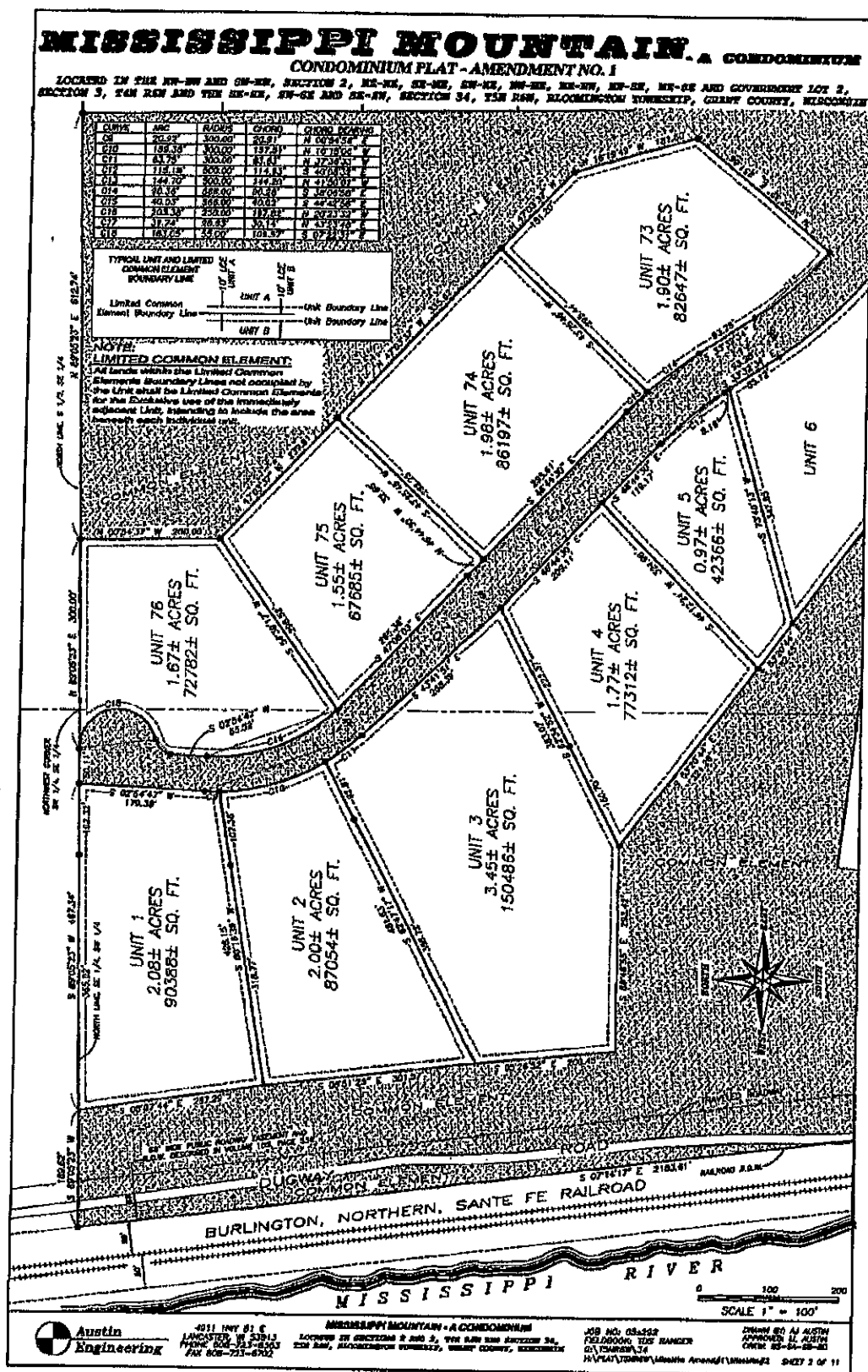


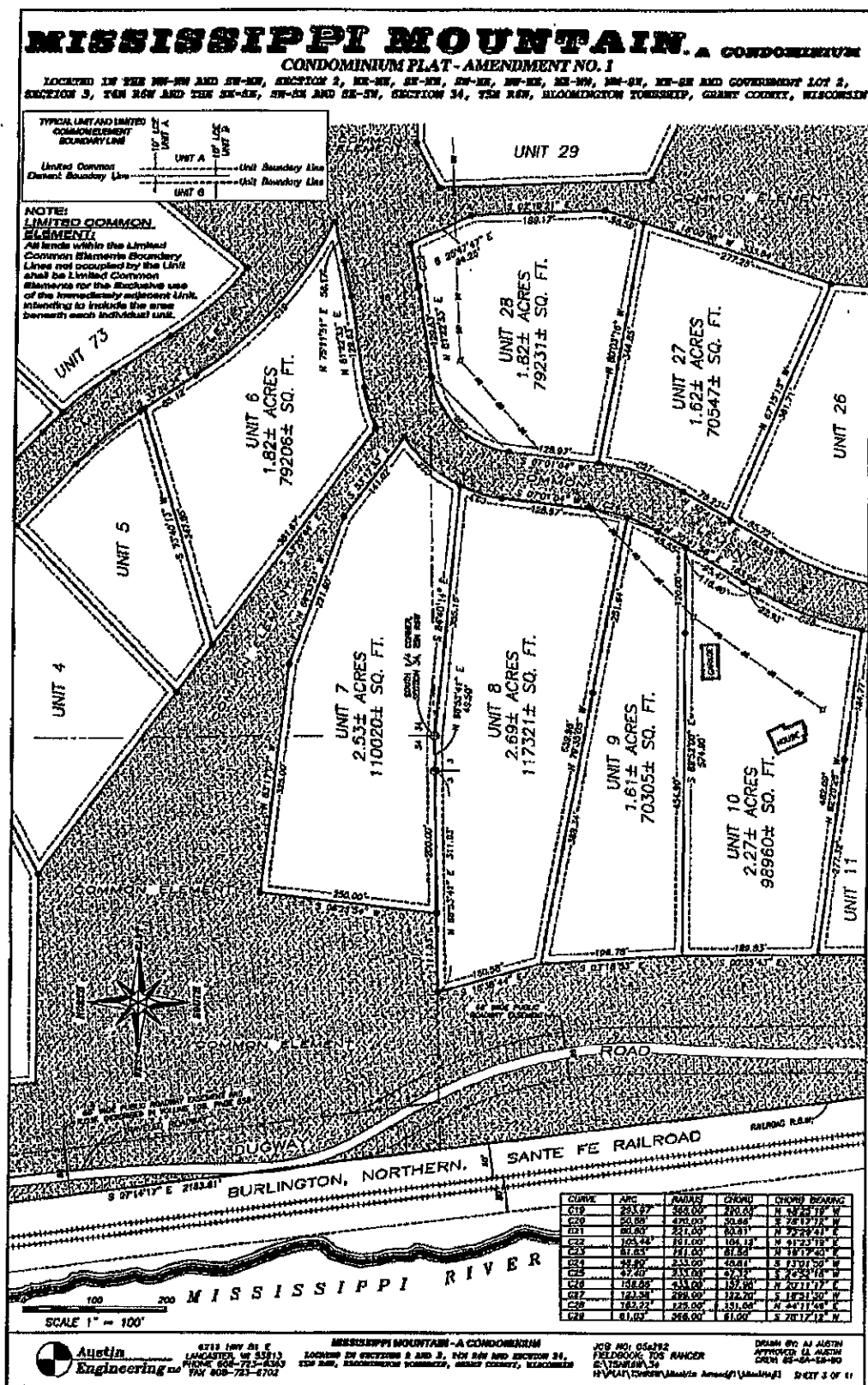
4211 HWY 81 E
LANCASTER, WI 53813
PHONE 608-723-6443
FAX 608-723-6702

MISSISSIPPI MOUNTAIN - A CONDOMINIUM
LOCATED IN SECTIONS 2 AND 3, T4N R4W AND SECTION 34,
10N R4W, MISSISSIPPI COUNTY, GREAT COUNTY, MISSOURI

JOB NO. 041393
FIELDBOOK: 103 RANGER
DRAWN BY: J. ALLEN
CHECKED BY: J. ALLEN

DATE: 04-11-04
SHEET 4 OF 11



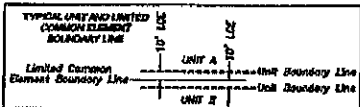


#4

MISSISSIPPI MOUNTAIN CONDOMINIUM

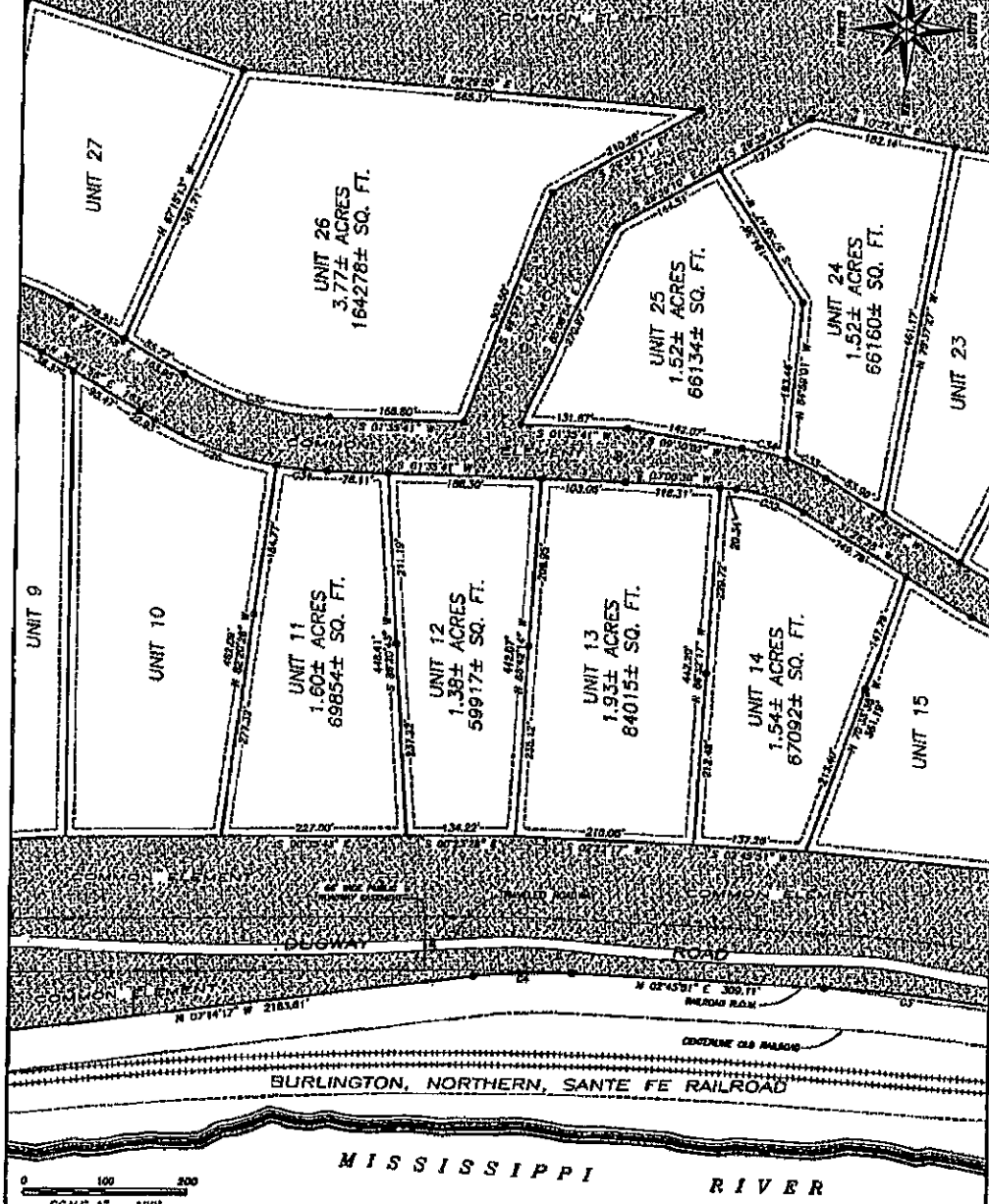
CONDOMINIUM PLAT - AMENDMENT NO. 1

LOCATED IN THE NW-1/4 AND SW-1/4, SECTION 2, NE-1/4, SE-1/4, SW-1/4, NW-1/4, NE-1/4, SW-1/4, NW-1/4, NE-1/4 AND GOVERNMENT LOT 2, SECTION 3, 24th TOWNSHIP AND THE SE-1/4, SW-1/4 AND SW-1/4, SECTION 34, T34N R34W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN



CURVE	ARC	CHORD	CHORD BEARING
C1	205.40'	1857.00'	N 05°41'28" E
C2	122.03'	806.29'	N 05°41'28" W
C3	156.81'	101.48'	N 05°41'28" E
C4	11.08'	433.00'	N 05°41'28" E
C5	97.70'	200.00'	S 38°22'49" W
C6	21.30'	200.00'	S 05°00'00" W
C7	97.71'	100.00'	S 05°00'00" W
C8	102.41'	100.00'	S 05°00'00" W

NOTE:
LIMITED COMMON ELEMENT:
 All lands within the Limited Common Elements Boundary Lines not occupied by the Unit shall be Limited Common Elements for the exclusive use of the immediately adjacent Unit. Intending to include the area beneath each individual unit.



0 100 200
 SCALE 1" = 100'

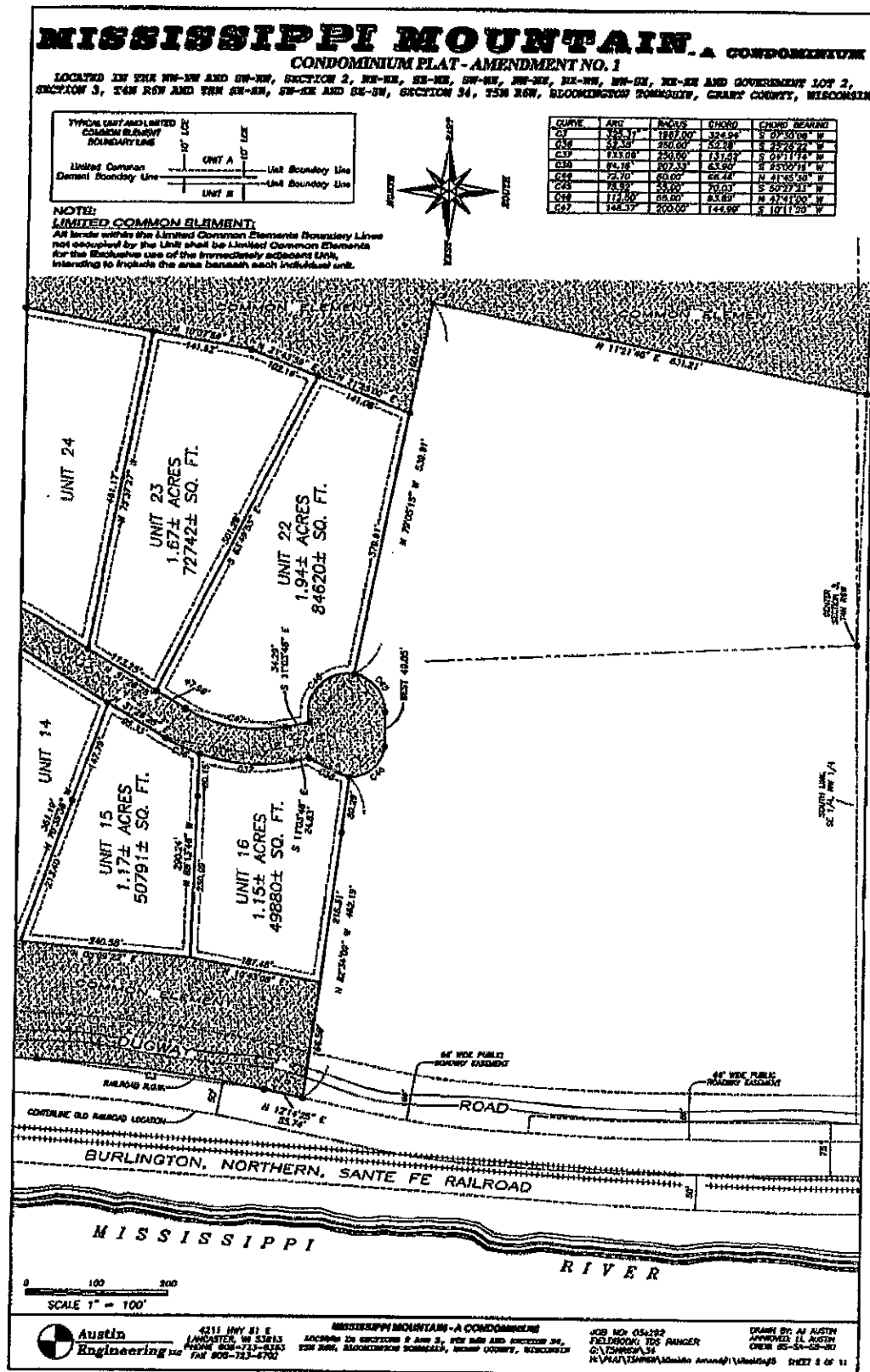
Austin Engineering

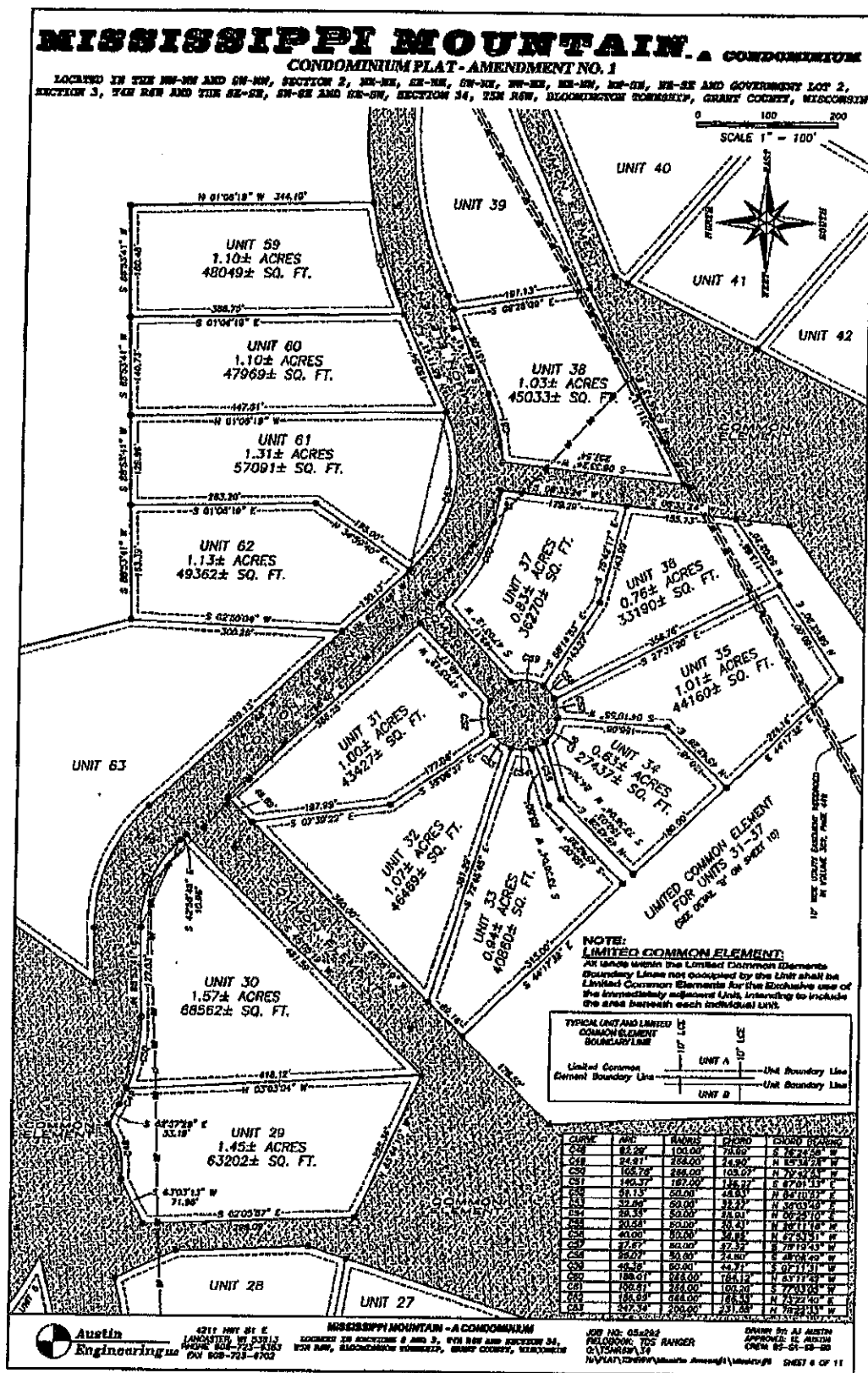
4211 HWY 81 E
 WAUKESHA, WI 53153
 PHONE 262-723-8733
 FAX 262-723-8702

MISSISSIPPI MOUNTAIN - A CONDOMINIUM
 BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

JOB NO. 05-212
 PREPARED BY: RANGER
 DATE: 05-24-90

DRAWN BY: AJ ALLEN
 APPROVED BY: AL ALLEN
 DATE: 05-24-90

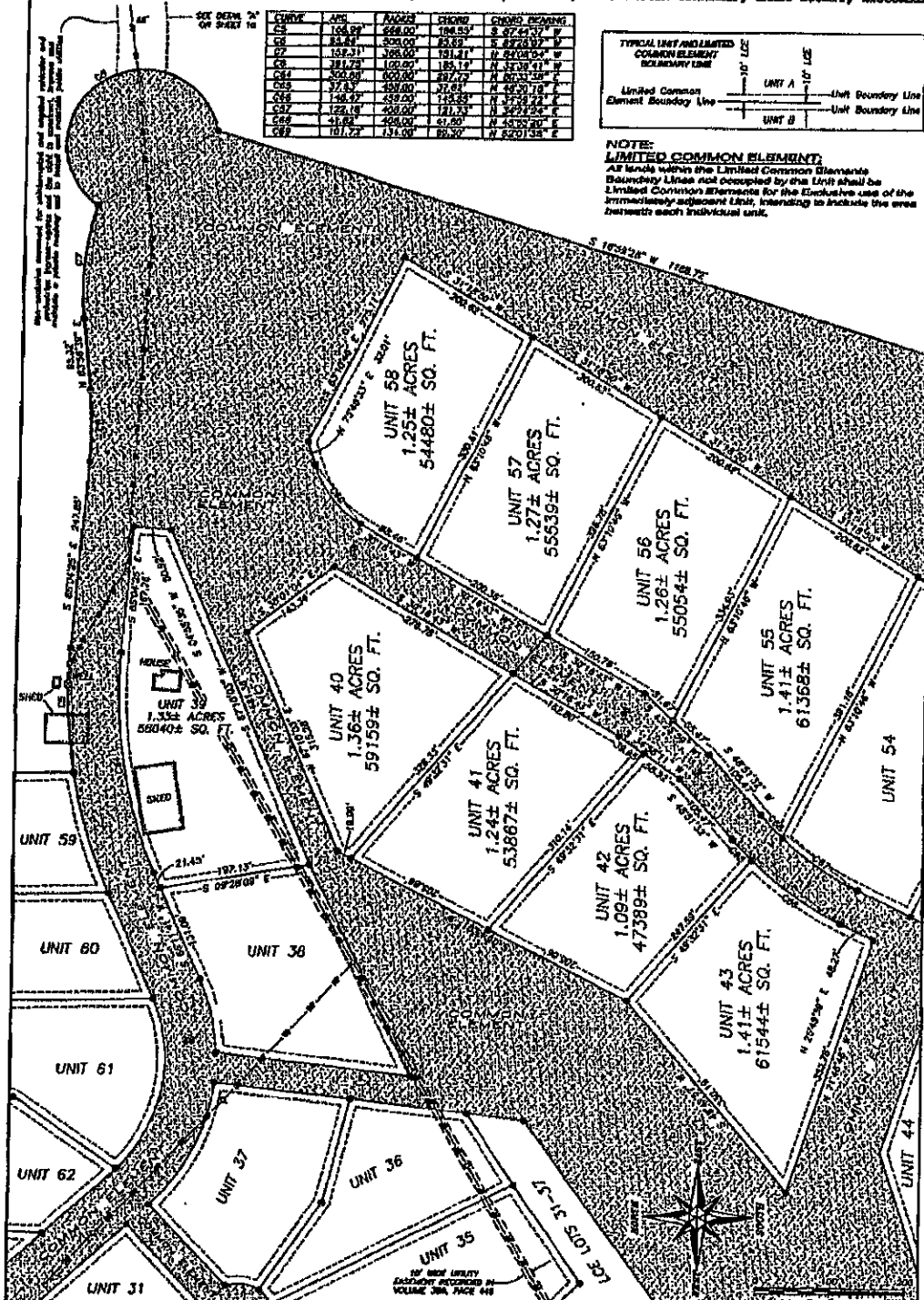




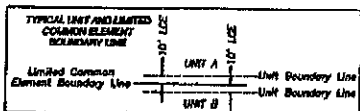
MISSISSIPPI MOUNTAIN - A CONDOMINIUM

CONDOMINIUM PLAT - AMENDMENT NO. 1

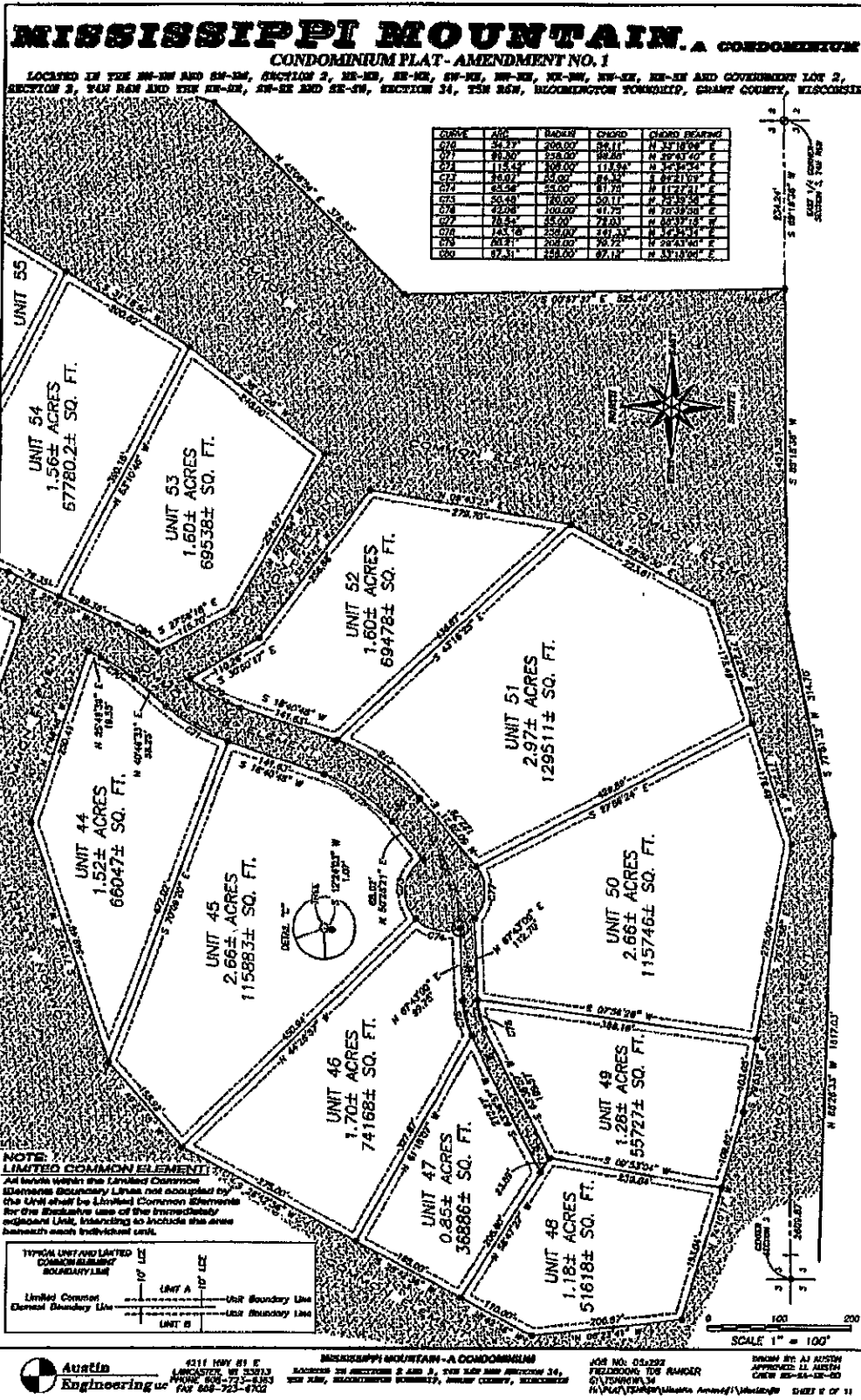
LOCATED IN THE NW-1/4 AND SW-1/4, SECTION 2, ME-1/4, SE-1/4, SW-1/4, NW-1/4, SE-1/4, SW-1/4, NW-1/4, SE-1/4 AND GOVERNMENT LOT 2, SECTION 3, T4N R6W AND THE SE-1/4, SW-1/4 AND SE-1/4, SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN



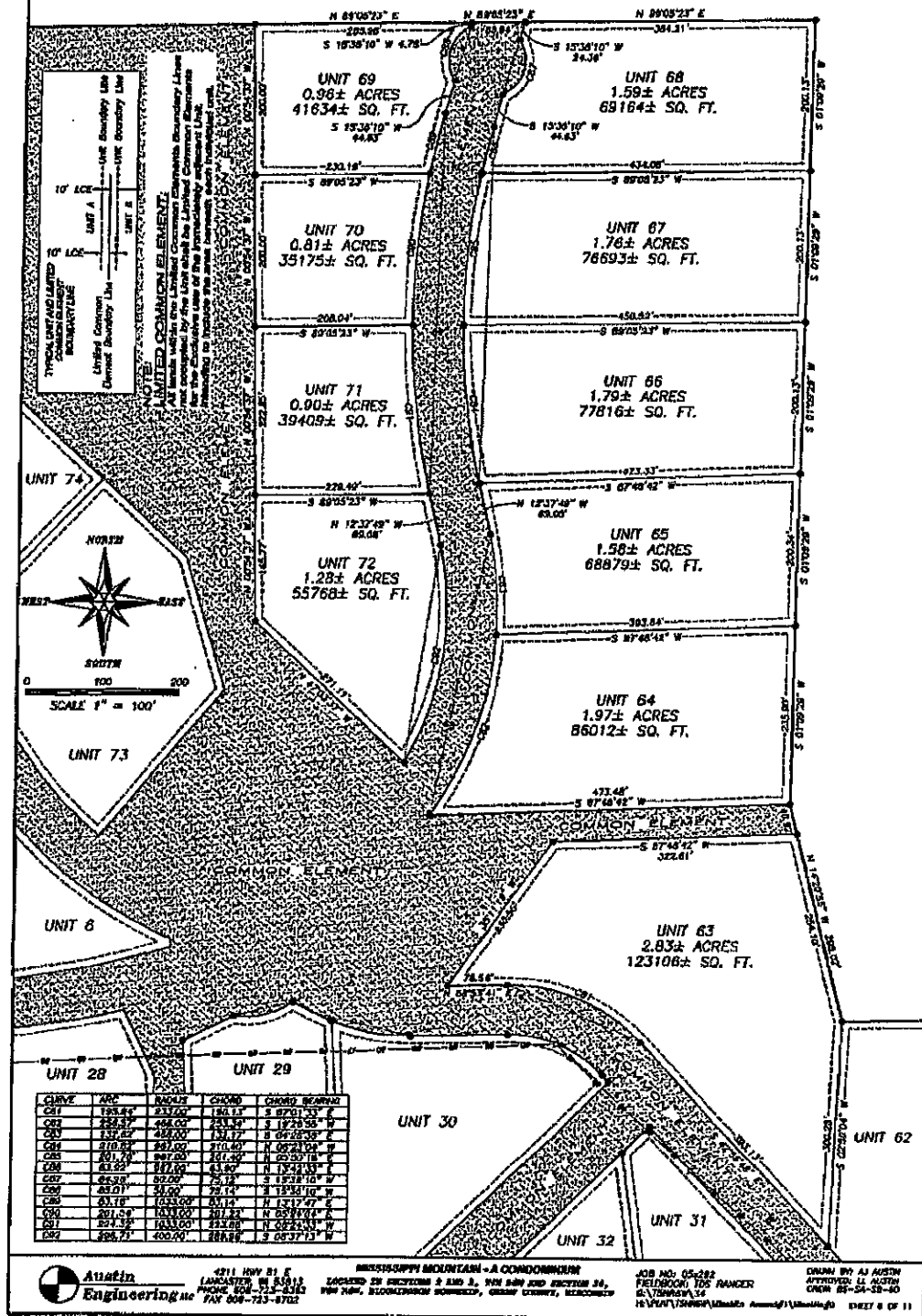
CURVE	ARC	CHORD	BEARING
1	106.87	246.00	S 82°45'37" W
2	84.87	206.00	S 82°45'37" W
3	158.31	366.00	N 82°45'37" W
4	158.31	366.00	N 82°45'37" W
5	158.31	366.00	N 82°45'37" W
6	158.31	366.00	N 82°45'37" W
7	158.31	366.00	N 82°45'37" W
8	158.31	366.00	N 82°45'37" W
9	158.31	366.00	N 82°45'37" W
10	158.31	366.00	N 82°45'37" W
11	158.31	366.00	N 82°45'37" W
12	158.31	366.00	N 82°45'37" W
13	158.31	366.00	N 82°45'37" W
14	158.31	366.00	N 82°45'37" W
15	158.31	366.00	N 82°45'37" W
16	158.31	366.00	N 82°45'37" W
17	158.31	366.00	N 82°45'37" W
18	158.31	366.00	N 82°45'37" W
19	158.31	366.00	N 82°45'37" W
20	158.31	366.00	N 82°45'37" W
21	158.31	366.00	N 82°45'37" W
22	158.31	366.00	N 82°45'37" W
23	158.31	366.00	N 82°45'37" W
24	158.31	366.00	N 82°45'37" W
25	158.31	366.00	N 82°45'37" W
26	158.31	366.00	N 82°45'37" W
27	158.31	366.00	N 82°45'37" W
28	158.31	366.00	N 82°45'37" W
29	158.31	366.00	N 82°45'37" W
30	158.31	366.00	N 82°45'37" W
31	158.31	366.00	N 82°45'37" W
32	158.31	366.00	N 82°45'37" W
33	158.31	366.00	N 82°45'37" W
34	158.31	366.00	N 82°45'37" W
35	158.31	366.00	N 82°45'37" W
36	158.31	366.00	N 82°45'37" W
37	158.31	366.00	N 82°45'37" W
38	158.31	366.00	N 82°45'37" W
39	158.31	366.00	N 82°45'37" W
40	158.31	366.00	N 82°45'37" W
41	158.31	366.00	N 82°45'37" W
42	158.31	366.00	N 82°45'37" W
43	158.31	366.00	N 82°45'37" W
44	158.31	366.00	N 82°45'37" W
45	158.31	366.00	N 82°45'37" W
46	158.31	366.00	N 82°45'37" W
47	158.31	366.00	N 82°45'37" W
48	158.31	366.00	N 82°45'37" W
49	158.31	366.00	N 82°45'37" W
50	158.31	366.00	N 82°45'37" W
51	158.31	366.00	N 82°45'37" W
52	158.31	366.00	N 82°45'37" W
53	158.31	366.00	N 82°45'37" W
54	158.31	366.00	N 82°45'37" W
55	158.31	366.00	N 82°45'37" W
56	158.31	366.00	N 82°45'37" W
57	158.31	366.00	N 82°45'37" W
58	158.31	366.00	N 82°45'37" W
59	158.31	366.00	N 82°45'37" W
60	158.31	366.00	N 82°45'37" W
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62	158.31	366.00	N 82°45'37" W

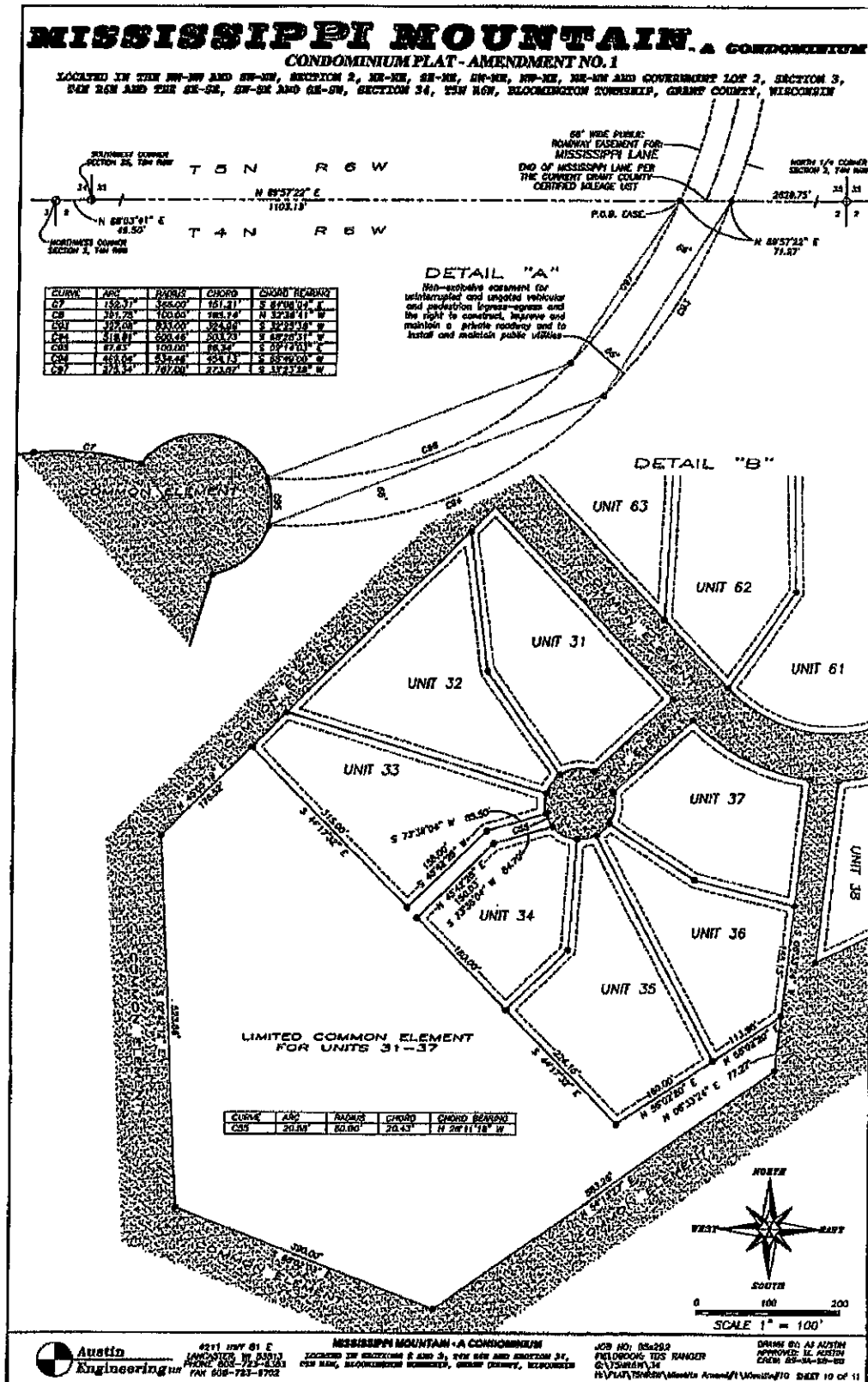


NOTE:
LIMITED COMMON ELEMENT:
 All lands within the Limited Common Elements Boundary Lines not occupied by the Unit shall be the Limited Common Elements for the Exclusive use of the immediately adjacent Unit, intending to include the area between each individual unit.



LOCATED IN THE NW-1/4 AND SW-1/4, SECTION 2, NE-1/4, SE-1/4, SW-1/4, NW-1/4, NE-1/4, NW-1/4, NW-1/4, NW-1/4 AND GOVERNMENT LOT 2, SECTION 3, 34N 10W AND 22E 12-14, SW-1/4 AND SE-1/4, SECTION 34, T21N 10W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN





LOCATED IN THE NW-NW AND SW-NW, SECTION 2, NE-NE, SE-NE, SW-NE, NW-NE, NE-NW AND GOVERNMENT LOT 2, SECTION 3, T4N R6W AND THE SE-SE, SW-SE AND SE-SW, SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

The undersigned hereby certifies that he is a Licensed Land Surveyor authorized to practice this profession in this State; That he has surveyed and mapped the Real-estate described and pictured on these sheets of this Condominium Plat; That said plat is a correct representation of the land surveyed and the Condominium described; and That the identification and location of each unit and each timeshare unit (if any) and the common elements can be determined from the plat.

Dated this _____ day of _____, 2000.

Revised this _____ day of _____, 2010.

DESCRIPTION:

MISSISSIPPI MOUNTAIN, A CONDOMINIUM
A Parcel of land located in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Two (2), the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4), the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4), the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) and in Government Lot 2, of Section Three (3), Town Four (4) North, Range Six (6) West of the 4th P.M., and in the Southwest Quarter (SE 1/4) of the Southeast Quarter (SE 1/4), the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) and the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-four (34), Town Five (5) North, Range Six (6) West of the 4th P.M., Bloomington Township, Grant County, Wisconsin, containing 233.75 acres, more or less, and being described as follows:

Commencing at the East Quarter (E 1/4) corner of said Section Three (3);
 thence South 69° 18' 30" West 204.24' along the South line of the Northwest Quarter (NE 1/4) of said Section Three (3) to the point of beginning;
 thence South 89° 18' 30" West 451.38' along said South line;
 thence South 77° 51' 32" West 314.78';
 thence North 68° 28' 53" West 1258.64';
 thence North 11° 21' 40" East 831.21';
 thence North 70° 08' 16" West 658.81';
 thence 75.82' on the arc of a curve to the right having a radius of 55.00' and a long chord bearing South 50° 32' 23" West 70.93';
 thence West 42.80';
 thence 100.00' on the arc of a curve to the right having a radius of 50.00' and a long chord bearing North 41° 45' 50" West 58.48';
 thence North 34° 05' East 462.18' to the Easlyity right of way of the Burlington Northern Santa Fe Railroad;
 thence North 12° 14' 26" East 66.74' along said right of way;
 thence 333.31' on the arc of a curve to the left having a radius of 1067.00' and a long chord bearing North 07° 30' 08" East 324.84' along said right of way;
 thence North 02° 45' 51" East 306.71' along said right of way;
 thence 122.02' on the arc of a curve to the left having a radius of 636.80' and a long chord bearing North 02° 14' 53" West 121.87' along said right of way;
 thence North 05° 19' 14" East 113.91' along said right of way;
 thence North 60° 05' 23" East 2033.62' along the South line of the Southwest Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) and the North line of the South 1/4 (S 1/2) of the Southeast Quarter (SE 1/4) of said Section Thirty-four (34);
 thence North 91° 09' 29" West 1338.83';
 thence South 1° 42' 30" East 256.02';
 thence North 68° 03' 41" East 523.62';
 thence South 04° 09' 10" East 344.18';
 thence 168.58' on the arc of a curve to the right having a radius of 666.00' and a long chord bearing North 87° 44' 37" East 166.54';
 thence South 83° 04' 23" East 247.85';
 thence 165.84' on the arc of a curve to the left having a radius of 600.00' and a long chord bearing North 89° 26' 07" East 165.89';
 thence North 05° 14' 51" East 35.32';
 thence 182.31' on the arc of a curve to the right having a radius of 368.00' and a long chord bearing South 84° 08' 04" East 181.31';
 thence 391.76' on the arc of a curve to the right having a radius of 100.00' and a long chord bearing South 32° 36' 41" East 185.14';
 thence South 18° 59' 28" West 1168.72';
 thence South 45° 09' 54" West 378.83';
 thence South 09° 57' 31" East 626.46' to the point of beginning.
 The above described parcel is subject to any and all easements of record and for useage, INCLUDING, but not limited to a sixty-six foot (66') wide ingress-egress easement being described as follows:
 A sixty-six foot (66') wide ingress-egress easement being located in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Two (2), Town Four (4) North, Range Six (6) West of the 4th P.M., Bloomington Township, Grant County, Wisconsin, said easement being described as follows:
 Commencing at the Northwest corner of said Section Two (2);
 thence North 68° 58' 41" East 48.89' along the North line of said Section;
 thence North 89° 57' 22" East 7102.13' along the North line of said Section to the point of beginning;
 thence North 89° 67' 22" East 71.23';
 thence 327.00' on the arc of a curve to the right having a radius of 833.00' and a long chord bearing South 32° 20' 38" West 326.90';
 thence 618.81' on the arc of a curve to the right having a radius of 560.40' and a long chord bearing South 65° 28' 31" West 504.92';
 thence North 05° 19' 14" East 113.91' along said right of way;
 thence 60.04' on the arc of a curve to the left having a radius of 534.48' and a long chord bearing North 58° 48' 00" East 454.13';
 thence 273.34' on the arc of a curve to the left having a radius of 787.00' and a long chord bearing North 33° 23' 28" East 173.78' to the point of beginning.

Received for record this _____ day of _____, 20____ at _____ o'clock, _____ AM and recorded in Volume _____ of Plate, Page _____ Document No. _____

Marilyn Plance, Register of Deeds



4211 HWY 81 E
LANCASTER, NH 03801
PHONE 603-723-5341
FAX 603-723-0201

MISSISSIPPI MOUNTAIN - A CONDOMINIUM
 LOCATED IN SECTIONS 2 AND 3, T4N R4W AND SECTION 34,
 T5N R4W, BLOOMINGTON FORESTRY, GRANT COUNTY, WISCONSIN

JOB NO: 051292
FIELD NO: 105 AWMER
G:\FSM\ADM\36
10/11/11 10:11:11 AM

DRAWN BY: AJ AUSTIN
APPROVED: JL AUSTIN
CREW: BS-SA-SB-SO

EXHIBIT D
LIST OF REMAINING UNITS AND TAX PARCEL NUMBER
MISSISSIPPI MOUNTAIN, A CONDOMINIUM

Unit	Tax Parcel #
1	004-00812-0000
2	004-00813-0000
3	004-00814-0000
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29	004-00840-0000
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31	004-00842-0000
32	004-00843-0000
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37	004-00848-0000
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39	004-00850-0000
40	004-00851-0000
41	004-00852-0000
42	004-00853-0000

Unit	Tax Parcel #
43	004-00854-0000
44	004-00855-0000
45	004-00856-0000
46	004-00857-0000
47	004-00858-0000
48	004-00859-0000
49	004-00860-0000
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52	004-00863-0000
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67	004-00878-0000
68	004-00879-0000
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71	004-00882-0000
72	004-00883-0000
73	004-00884-0000
74	004-00885-0000
75	004-00886-0000
76	004-00887-0000

748506

Document No.

**EASEMENT OVERHEAD
ELECTRIC AND COMMUNICATION**

The undersigned Grantor(s) *Future Farms, LLC a Wisconsin limited liability company and Mississippi Mountain Condominium Association*, (hereinafter called the "Grantor"), in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto *Wisconsin Power and Light Company, a Wisconsin corporation*, (hereinafter called the "Grantee"), the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as indicated below, upon, in, over, through and across lands owned by the Grantor in the Town of *Bloomington*, County of *Grant*, State of *Wisconsin*, said Easement Area to be 12 feet in width and described as follows:

See Exhibits A & B attached hereto and made a part hereof.

This Easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for overhead electric line facilities, including but not limited to poles, crossarms, wires, guy wires, anchors and other appurtenant equipment associated with overhead electric line facilities.
2. **Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
3. **Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
4. **Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
5. **Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the elevation of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
6. **Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
7. **Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
8. **Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
9. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
10. **Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

**GRANT COUNTY, WI
REGISTER OF DEEDS**

SEP 4 - 2012

at 8:15 A m, & recorded in
Vol. 1332 Records Page 931
MARILYN PIERCE, REGISTER
Pages: 4

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy *3/22*
Attn: Real Estate Department *SW*
4902 North Biltmore Lane, Suite 1000
Madison, WI 53718-2148

Parcel Identification Number(s)

Unit 10: 004-00821-0000
Common Element: unknown

WITNESS the signature(s) of the Grantor this 27 day of AUG., 2012
Future Farm, LLC

Mississippi Mountain Condominium Association

Signature

Printed Name and Title

Signature

Printed Name and Title

Signature

Printed Name and Title

Signature

Printed Name and Title

ACKNOWLEDGEMENT

STATE OF WISCONSIN

COUNTY OF Oneida } SS

Personally came before me this 27 day of August, 2012, the above named Thomas A. ERNSTMEYER
 to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (Is) September 23, 2012

ACKNOWLEDGEMENT

STATE OF _____ } SS

COUNTY OF _____ } SS

Personally came before me this _____ day of _____, 20____, the above named _____

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of _____

My Commission Expires (Is) _____

This instrument drafted by

Peter A. Chen for Wisconsin Power and Light Company

Jason Hogan

Checked by

WPL12-3548E.docx
 August 14, 2012

ECRM714402 03/11

Project Title:	Strutz OH Pri Ext
ERP Activity ID:	WR# 3781434
Tract No.:	1 of 1
PPN:	None

Exhibit A

Easement Description

A 12 foot wide easement strip across a part of Unit No. 10 and the "Common Element" of Mississippi Mountain, a Condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin by a Declaration of Mississippi Mountain, a Condominium, dated August 11, 2006 and recorded August 14, 2006, in Volume 1109, Page 961 as Document No. 691084, and amended by the First Amendment Declaration of Condominium for Mississippi Mountain, a Condominium, dated August 18, 2010 and recorded on August 23, 2010, in Volume 1250, Page 397 as Document No. 728524, both in the Office of the Register of Deeds of Grant County, Wisconsin, said easement is more particularly described as follows:

A 12 foot wide easement strip across a part of Unit No. 10, the centerline being described as follows:

Commencing at the southeast corner of said Unit No. 10 of Mississippi Mountain;
thence North 82°20'26" West, 125.40 feet;
thence North 07°39'34" East, 42.77 feet to the Point of Beginning;
thence South 65°56'31" East, 130.80 feet to a point on the westerly margin of the "Common Element" and there terminating.

ALSO, a 12 foot wide easement strip across a part of the "Common Element" of Mississippi Mountain, the centerline being described as follows:

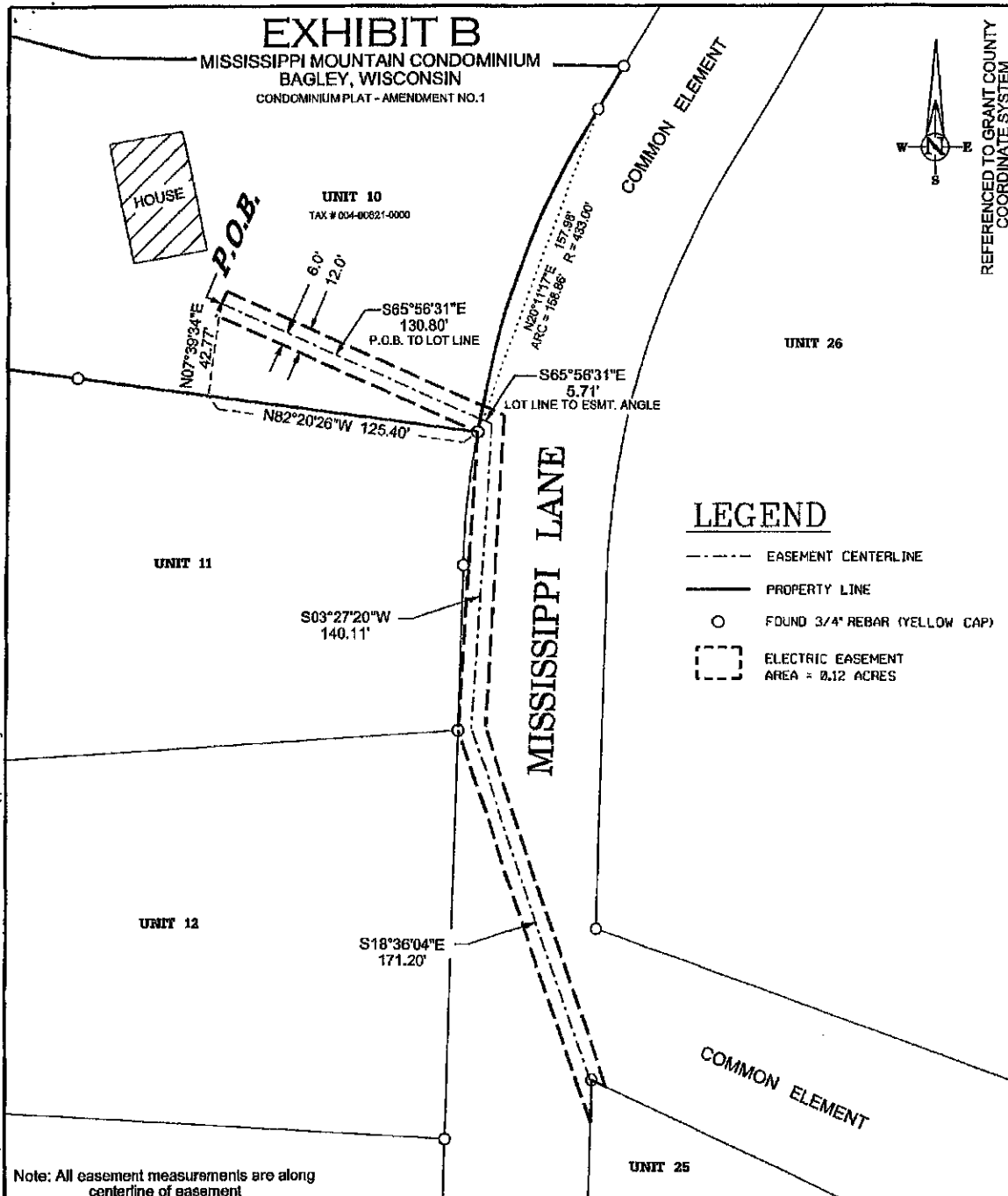
Beginning at the aforementioned point of termination on the easterly margin of said Unit No. 10 of Mississippi Mountain;
thence South 65°56'31" East, 5.71 feet;
thence South 03°27'20" West, 140.11 feet;
thence South 18°36'04" East, 171.20 feet to the most northerly point of Unit No. 25 of said Mississippi Mountain, and there terminating.

The side margins of the easement strip are lengthened or shortened to end at the property lines that are intersected by the above described reference line.

Said easement being a part of the NE1/4 of the NW1/4 and the NW1/4 of the NE1/4 of Section 3, Township 4 North, Range 6 West, Town of Bloomington, Grant County, Wisconsin.

EXHIBIT B

MISSISSIPPI MOUNTAIN CONDOMINIUM
BAGLEY, WISCONSIN
CONDOMINIUM PLAT - AMENDMENT NO.1



REFERENCED TO GRANT COUNTY
COORDINATE SYSTEM

File: X:\Office\Area\Surveyor\Easements\Mississippi.Mnt. Ch. Esmt (STRUTZ)\Mississippi.Mnt. 2.dgn



**ALLIANT
ENERGY.**
Wisconsin
Power and Light

This drawing shall be used
solely for easement description
purposes and thus may only
be relied upon for such purpose.

If this bar does not measure 1"
then drawing is not to scale.

0 15 30 60
SCALE: 1" = 60'

STRUTZ ELECTRIC EASEMENT

NE $\frac{1}{4}$ - NW $\frac{1}{4}$ & NW $\frac{1}{4}$ - NE $\frac{1}{4}$ OF SEC. 3, T4N-R6W,
TOWN OF BLOOMINGTON, GRANT CTY, WI

DRAWN BY: TJT

Date: 08/14/2012

SHEET 1 OF 1

763266

CORPORATE
CONVEYANCE OF
EASEMENT

DOCUMENT NO.

FOR VALUABLE CONSIDERATION of One Dollars (\$ 1.00) and other good and valuable consideration, Future Farm, LLC and Mississippi Mountain Condominium Association, for themselves, their successors and assigns ("Grantor") hereby conveys and quit claims to Grantland Telecom, LLC d/b/a TDS Telecom, its successors and assigns. ("Grantee"), for a valuable consideration an easement to construct, use, maintain operate, alter, add to, repair, replace, and/or remove its facilities consisting of overhead and underground cables, wires, ducts and conduits, and for equipment and appurtenances for communication and/or other purposes upon, in, under, over, across, and along that certain real property in the Town of Bloomington : Grant County, State of Wisconsin described as follows:

The Property is legally described as: Part of the Northeast 1/4 of Section 3, Town 4 North, Range 6 West of the 4th Principal Meridian, Town of Bloomington, Grant County, Wisconsin now known as a part of Unit No. Ten (10) and the "Common Element" of Mississippi Mountain, a Condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin by Declaration of Mississippi Mountain, a Condominium, date August 11, 2006 and recorded August 14, 2006, in Volume 1109, Page 961 as Document No. 691084, and amended by the First Amendment Declaration of Condominium for Mississippi Mountain, a Condominium, dated August 18, 2010 and recorded of August 23, 2010, in Volume 1250, Page 387 as Document No. 728524, both in the Office of the Register of Deeds for Grant County, Wisconsin.

The Easement Area is legally described as: A 12 foot wide strip of land on the above described Property. See Exhibit "A", incorporated into and made a part hereof by reference.

9621 Mississippi Lane Bagley, WI 53801
Easement Address

GRANT COUNTY, WI
REGISTER OF DEEDS

MAY 28 2014

at 8:15A m, & recorded in
Vol 1394 Records Page 193
MARILYN PIERCE, REGISTER
Pages: 2

RETURN TO

3062
Nate Stanislowski - Route Acquisition
TDS Telecommunications Corporation
525 Junction Road
Madison WI 53717

004-00821-0000 & "Common Element"
Parcel Identification Number

SECTION 3 TOWNSHIP 4N RANGE 6W TOWN NAME BLOOMINGTON

The Grantee, its successors and assigns, shall have the right of ingress to and egress from the land of the Grantor for the purpose of exercising the rights herein granted, and the right to cut down and control the future growth of all trees and brush which may, in Grantee's judgment, interfere with the use of said easement.

The Grantee, for itself, its successors and assigns, agrees that it will pay the reasonable value of actual physical damage done to the property of the grantor, heirs, successors and assigns, arising at any time out of the exercise by it of the rights herein granted.

Grantor covenants not to erect any structure upon the aforesaid real property that would interfere with Grantee's use of said easement and this covenant shall be binding upon Grantor's successors and assigns.

Grantor agrees that all facilities consisting of poles, pedestals, underground cables and wires, and for appurtenances for communication and/or other purposes, installed on above described lands at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee, upon termination to or on said lands.

Grantor covenants that they are the owners of the above described lands and the said lands are free and clear of encumbrances and liens of whatsoever character.

TDS TELECOMMUNICATIONS CORPORATION USE ONLY

Easement No. E-BAG-13-001-BBExchange BagleyWBS Element TK-006001DATED: May 9, 2014By Thomas A. Ernstmeyer (SEAL)

Printed Name

By _____ (SEAL)

Printed Name

STATE OF Wisconsin)
County of Lacrosse) SS.

On this 9 day of May, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared

Thomas A. Ernstmeyer

known to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

Witness my hand and official seal



Jenny Levendoski
Signature of Notary
Jenny Levendoski
Printed Name of Notary

Notary Public Lacrosse County,My Commission Expires: 12/16, 2017

The instrument was drafted by: TDS Telecommunications Corporation
Insertions by: Brandon Baird - MI-Tech Services, Inc.

EXHIBIT "A" FOR TDS EASEMENT

LOCATED IN PART OF UNIT 10 AND THE "COMMON ELEMENT" OF
MISSISSIPPI MOUNTAIN CONDOMINIUM PLAT - AMENDMENT NO. 1,
BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN.

**LEGEND**

- SET 3/8"x12" SPIKE
- ⊙ FOUND REBAR W/ CAP

BEARINGS ARE REFERENCED
TO THE EAST LINE OF UNIT
12, WHICH IS ASSUMED TO
BEAR N01°35'11"E



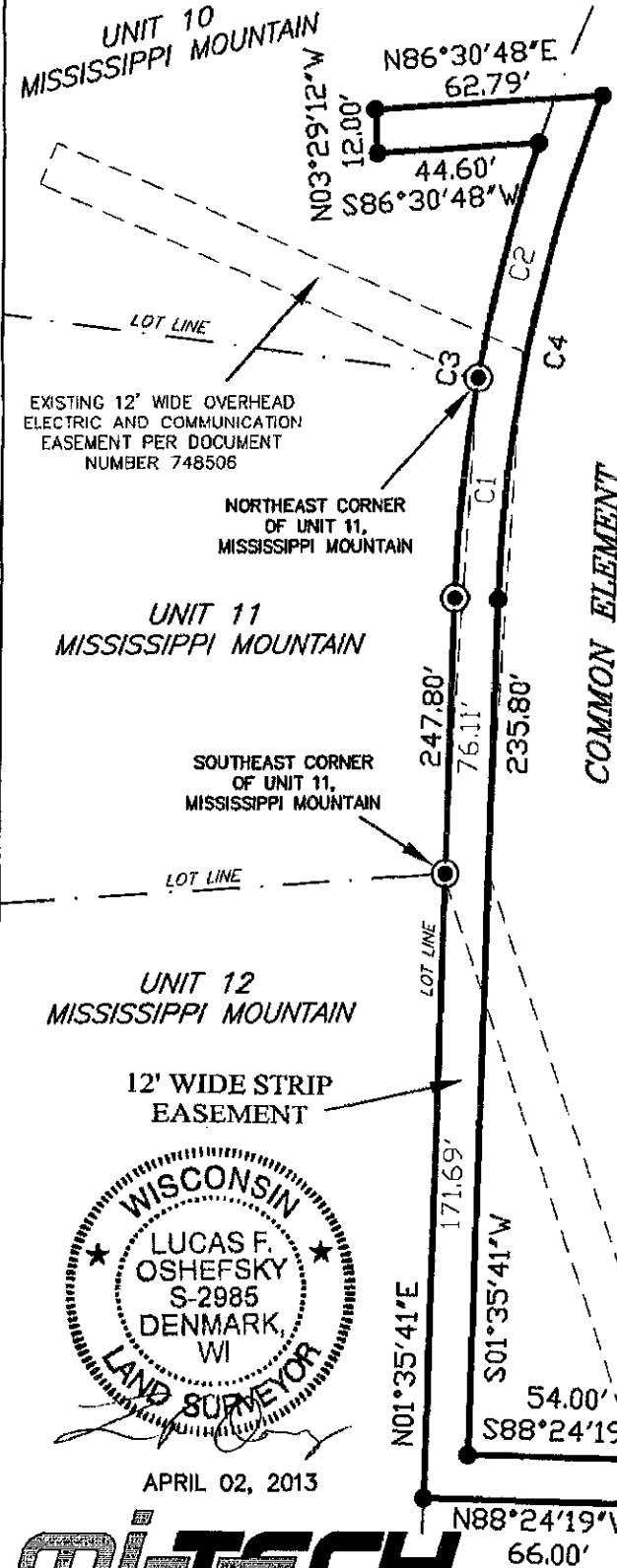
1 inch = 50 ft.

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	61.08	433.00	8°04'56"	N05°38'09"E	61.03
C2	66.39	433.00	8°47'06"	N14°04'10"E	66.32
C3	127.47	433.00	16°52'01"	N10°01'42"E	127.01
C4	141.87	421.00	19°18'27"	S11°14'55"W	141.20

Legal Description of TDS Easement:

Located in part of Unit 10 and the "Common Element" of Mississippi Mountain Condominium Plat - Amendment No. 1, Bloomington Township, Grant County, Wisconsin, more particularly described as follows:

Beginning at the Northwest Corner of Unit 25 of said Mississippi Mountain Condominium; thence, on an assumed bearing along the west line of said Unit 25, South 01 degrees 35 minutes 41 seconds West a distance of 12.00 feet; thence, perpendicular to said west line, North 88 degrees 24 minutes 19 seconds East a distance of 66.00 feet to the west line of the "Common Element"; thence, along said west line, North 01 degrees 35 minutes 41 seconds East a distance of 247.80 feet; thence, continuing along said west line, along the arc of a curve to the right a distance of 127.47 feet, said arc has a radius of 433.00 feet and a chord that bears North 10 degrees 01 minutes 42 seconds East a distance of 127.01 feet; thence South 86 degrees 30 minutes 48 seconds West a distance of 44.60 feet; thence North 03 degrees 29 minutes 12 seconds West a distance of 12.00 feet; thence North 86 degrees 30 minutes 48 seconds East a distance of 62.79 feet; thence, parallel with said west line, along the arc of a curve to the left a distance of 141.87 feet, said arc has a radius of 421.00 feet and a chord that bears South 11 degrees 14 minutes 55 seconds West a distance of 141.20 feet; thence, continuing parallel with said west line, South 01 degrees 35 minutes 41 seconds West a distance of 235.80 feet; thence, perpendicular to said west line, South 88 degrees 24 minutes 19 seconds East a distance of 54.00 feet to the point of beginning.



APRIL 02, 2013

mi-TECH
Fond Du Lac • Green Bay • Madison • New Berlin
800.465.8050

UNIT 25
MISSISSIPPI MOUNTAIN

TK-006001

WARRANTY DEED
Document Name

THIS DEED, made between First National Bank, ("Grantor," whether one or more), and Secluded Land Company, LLC, ("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Grant County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

785951

GRANT COUNTY, WI
REGISTER OF DEEDS

APR 25 2017

at 2:45 P m, & recorded in
Vol. — Records Page —
MARILYN PIERCE, REGISTER
Pages: 3

Recording Area

Name and Return Address: 30 A0
Secluded Land Company LLC
PO Box 10
DeSoto, WI 54624

State Transfer

Fee Paid
\$ 900.00
WT

See Attached

Parcel Identification Number (PIN)

This is not homestead property.

Grantor, warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: only municipal and zoning restrictions, recorded easements and rights of way, recorded building and use restrictions, restrictive covenants and real estate taxes levied in the year of closing, and will warrant and defend the same.

Along with title to the real estate described herein, Grantor conveys, transfers and assigns to Grantee, Secluded Land Company, LLC four (4) shares in that certain Shared Well Water Agreement recorded on December 26, 2014 at the Grant County Register of Deeds in Vol. 1412, Page 564 as Document No. 767634 for the benefit of four (4) Units of the Mississippi Mountain Condominium to be named by Grantee, Secluded Land Company, LLC, at its sole discretion.

Dated: 4-20-17

First National Bank

BY: C. Morrison
Claudette Morrison
Vice President
BY: Donald H. Sorenson
Donald H. Sorenson
Executive Vice President

WARRANTY DEED

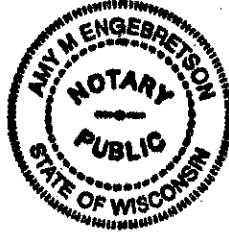
State of WI
County of Waupaca

Personally came before me this 20 day of April, 2017, the above named Claudette Morrison and Donald H. Sorenson to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Amy M Engerbreton

Notary Public, State of WI
My Commission is permanent. (If not, state expiration date: 3/6/2021)

THIS INSTRUMENT DRAFTED BY:
Atty. Beverly J. Johansen
170 Preston Drive, Platteville, WI 53818



WARRANTY DEED

EXHIBIT A

Units No. 1, 2, 4, 5, 6, 7, 8, 9, 12, 14, 16, 22, 23, 27, 28, 31, 32, 33, 35, 36, 37, 40, 41, 42, 43, 44, 46, 47, 48, 49, 50, 54, 55, 56, 57, 58, 74, 75 and 76 of Mississippi Mountain, a Condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin by a Declaration of Mississippi Mountain, a Condominium, dated August 11, 2006 and recorded August 14, 2006, at the Office of the Grant County Register of Deeds in Volume 1109 Page 961 as Document No. 691084, and any amendments thereto. Subject to all existing road and utility line easements, whether of record or not. Along with and subject to all easements and notes as stated in the above-reference Declaration of Condominium and any amendments thereto.

Together with rights in common elements and limited elements as set forth in the Declaration of Mississippi Mountain, a Condominium dated August 11, 2006 and recorded August 14, 2006 at the Office of the Grant County Register of Deeds in Volume 1109 Page 961 as Document No. 691084, and any amendments thereto.

Also including a non-exclusive easement for ingress-egress as shown on the above Plat and as set forth in Declaration of Easement recorded in Volume 1109 of Records, page 961, and any amendments thereto.

Tax Parcels: 004-00812-0000, 004-00813-0000, 004-00815-0000, 004-00816-0000, 004-00817-0000, 004-00818-0000, 004-00819-0000, 004-00820-0000, 004-00823-0000, 004-00825-0000, 004-00827-0000, 004-00833-0000, 004-00834-0000, 004-00838-0000, 004-00839-0000, 004-00842-0000, 004-00843-0000, 004-00844-0000, 004-00846-0000, 004-00847-0000, 004-00848-0000, 004-00851-0000, 004-00852-0000, 004-00853-0000, 004-00854-0000, 004-00855-0000, 004-00857-0000, 004-00858-0000, 004-00859-0000, 004-00860-0000, 004-00861-0000, 004-00865-0000, 004-00866-0000, 004-00867-0000, 004-00868-0000, 004-00869-0000, 004-00885-0000, 004-00886-0000 and 004-00887-0000

WARRANTY DEED

SECOND AMENDMENT TO DECLARATION OF
CONDOMINIUM FOR MISSISSIPPI MOUNTAIN
A CONDOMINIUM

788269

788269
August 7 2017
Marilyn Pierce
Register of Deeds
GRANT COUNTY, WI
09:30 AM
30.00
0.00
5

WHEREAS, Future Farm, LLC was the original Declarant of the Declaration of Mississippi Mountain, a Condominium dated August 11, 2006 and recorded at the Office of the Grant County Register of Deeds on August 14, 2006 in Volume 1109 on Pages 961 through 990 as Document No. 691084. Said Declaration, as amended, affects the real estate described on attached Exhibit B.

WHEREAS, Future Farm, LLC was the Declarant of the First Amendment to the Declaration of Mississippi Mountain, a Condominium, dated August 18, 2010 and recorded at the Office of the Grant County Register of Deeds on August 23, 2010 in Volume 1250 on Pages 397 through 419 as Document No. 728524.

WHEREAS, ARTICLE XIII of said original Declaration provides that: "this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners."

Return to:
Secluded Land Company, LLC
P.O. Box 10
De Soto, WI 54624

GIN

See attached Exhibit A for PINs

WHEREAS, the signatures of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners in the Mississippi Mountain Condominium are attached hereto.

NOW THEREFORE, the above-referenced Declaration of Mississippi Mountain, a Condominium, as amended, is hereby further amended as follows:

In ARTICLE VIII, ALTERATIONS AND USE RESTRICTIONS, subparagraph 8.03(c) is hereby deleted in its entirety and replaced with the following:

"All homes, cabins, or other dwellings shall have at least 1000 square feet of living area, exclusive of porches, garages, decks, patios, and/or a basement; two story dwellings shall have a minimum of 1,800 square feet of living area, exclusive of the same. Homes, cabins, or other dwellings with a walk-out lower level and an access door at grade level that has one side fully exposed to ground level will be considered a two-story home."

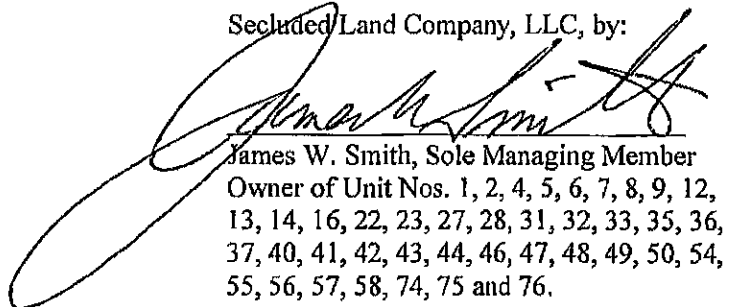
Dated this 1st of August, 2017

This instrument was drafted by Attorney John P. Ebben, Ebben Law Office, S.C., P.O. Box 92, De Soto, WI 54624

ACKNOWLEDGMENT

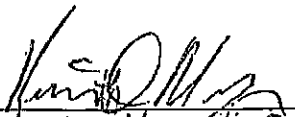
State of Wisconsin)
) ss
 County of Vernon)

Secluded Land Company, LLC, by:



James W. Smith, Sole Managing Member
 Owner of Unit Nos. 1, 2, 4, 5, 6, 7, 8, 9, 12,
 13, 14, 16, 22, 23, 27, 28, 31, 32, 33, 35, 36,
 37, 40, 41, 42, 43, 44, 46, 47, 48, 49, 50, 54,
 55, 56, 57, 58, 74, 75 and 76.

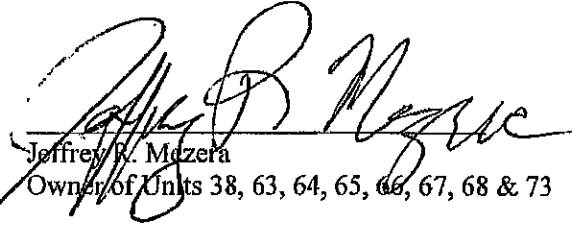
Personally came before me this 21st day of July, 2017 the above-named James W. Smith to me known to be
 the person who executed the foregoing instrument and acknowledge the same.


 Notary Public - Kenneth D. Meyer
VERNON County, Wisconsin
 My commission expires: 10/14/17

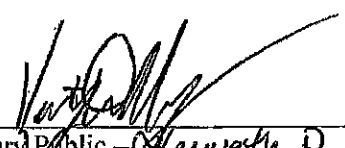
KENNETH D. MEYER
 NOTARY PUBLIC
 STATE OF WISCONSIN

ACKNOWLEDGMENT

State of Wisconsin)
 County of Grant) ss


 Jeffrey R. Mezera
 Owner of Units 38, 63, 64, 65, 66, 67, 68 & 73

Personally came before me this 01 day of August, 2017 the above-named Jeffrey R. Mezera to me known to be the person who executed the foregoing instrument and acknowledge the same.


 Notary Public - Kenneth D Meyer
Verkhov County, Wisconsin
 My commission expires: 10/14/17

KENNETH D. MEYER
 NOTARY PUBLIC
 STATE OF WISCONSIN

UNITS AND TAX PARCEL NUMBER
MISSISSIPPI MOUNTAIN, A CONDOMINIUM

Unit	Tax Parcel #
1	004-00812-0000
2	004-00813-0000
3	004-00814-0000
4	004-00815-0000
5	004-00816-0000
6	004-00817-0000
7	004-00818-0000
8	004-00819-0000
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38	004-00849-0000
39	004-00850-0000
40	004-00851-0000
41	004-00852-0000
42	004-00853-0000

Unit	Tax Parcel #
43	004-00854-0000
44	004-00855-0000
45	004-00856-0000
46	004-00857-0000
47	004-00858-0000
48	004-00859-0000
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75	004-00886-0000
76	004-00887-0000

Units 1 through 16 (inclusive) and Units 22 through 76 (inclusive) of Mississippi Mountain, a Condominium declared and existing under and by virtue of the Condominium Owners Act of the State of Wisconsin by a Declaration of Mississippi Mountain, a Condominium, dated August 11, 2006 and recorded August 14, 2006, at the Office of the Grant County Register of Deeds in Volume 1109, Page 961 as Document No. 691084, as amended.

Exhibit B

789444

789444
September 26 2017
Marilyn Pierce
Register of Deeds
GRANT COUNTY WI
08:30 AM
30.00
0.00

4

**Declaration of Mississippi Mountain Condominium
Protective Covenants**

Return To:
Secluded Land Company, LLC
Po Box 10
DeSoto, WI 54624

see Exhibit A

Parcel Identification Number(s)

Declaration of Mississippi Mountain Condominium Protective Covenants

This Declaration of Mississippi Mountain Condominium Protective Covenants (the "Declaration") is made this 20th day of September, 2017 by SECLUDED LAND COMPANY, LLC, a Wisconsin Limited Liability Company (hereinafter referred to as "Declarant"),

WITNESSETH:

- I. Secluded Land Company, LLC is the owner of the real property (legally described on Exhibit A)
- II. Declarant wishes to impose certain restrictions on development of the real estate described on Exhibit A which shall be hereinafter referred to as the "Property". so that the Investment(s) of subsequent Purchasers will be protected and to provide continuity and consistency of development and use of the Property.
- III. Declarant desires to provide for the preservation of the values and amenities of the aforesaid Property, and to this end desire to subject the Property to the covenants, conditions, restrictions and charges hereinafter set forth, each and all of which is and are for the benefit of the Property as a whole and for all owners of any part thereof:

NOW THEREFORE, Declarant does hereby give notice to all Purchasers and their successors of any portion of the aforesaid Property hereinbefore described and whosoever it may concern that the Property is subject to the following covenants, conditions, restrictions and charges which will inure to the benefit of and pass with the Property, and each and every parcel thereof, and shall apply to and bind each successor in interest, and any owner thereof:

PROTECTIVE COVENANTS

1. Campers and other recreational vehicles, if placed on this property, must be removed between November 30 of any year and April 1 of the following year.
2. The foregoing Protective Covenant may only be amended by the procedures set forth herein.

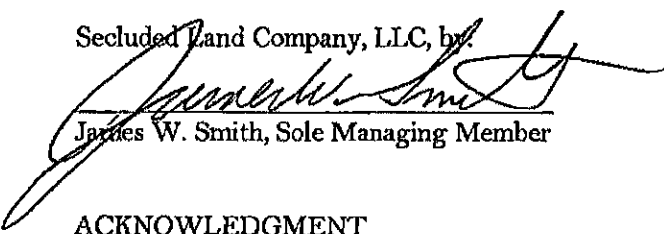
AMENDMENT

These Protective Covenants may only be amended as follows:

- a) Such amendment shall be in writing; and
- b) It shall be signed by the owners of not less than a *two-thirds* majority of the lots described on Exhibit A that are subject to the terms herein; and so long as Declarant owns any lot subject to the terms of the Declaration, any such amendment must be consented to in writing by Declarant prior to recording; and
- c) The amendment shall be recorded at the Grant County Register of Deeds Office.

"Notwithstanding the foregoing Paragraphs a), b), and c), Declarant does hereby reserve the right, in its sole discretion to amend this Declaration for a period of ten years from the date of this Declaration."

Secluded Land Company, LLC, by:


James W. Smith, Sole Managing Member

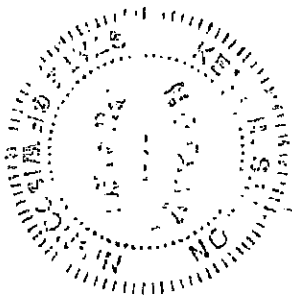
ACKNOWLEDGMENT

State of Wisconsin)
) ss
County of Vernon)

Personally came before me this 21th day of
September, 2017 the above-named James W. Smith
to me known to be the person who executed
the foregoing instrument and acknowledge
the same.

Notary Public – Kent R. Salmon
Vernon County, Wisconsin
My commission expires: 5-17-19

This document drafted by James W. Smith c/o Secluded Land Company, LLC, PO Box 10, DeSoto, WI
54624



**EXHIBIT A
LEGAL DESCRIPTION**

Units 5, 6, 7, 8, 9, 22, 31, 32, 33, 35, 36, 37, 40 and 58 of Mississippi Mountain, A Condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin by a Declaration of Mississippi Mountain, a Condominium, dated August 11, 2006 and recorded August 14, 2006, at the Office of Grant County Register of Deeds in Volume 1109, Page 961 as Document No. 691084, and any amendments thereto.

Parcel ID:

004-00816-0000
004-00817-0000
004-00818-0000
004-00819-0000
004-00820-0000
004-00833-0000
004-00842-0000
004-00843-0000
004-00844-0000
004-00846-0000
004-00847-0000
004-00848-0000
004-00851-0000
004-00869-0000

789585

789585
October 2 2017
Marilyn Pierce
Register of Deeds
GRANT COUNTY WI
09:30 AM
30.00
0.00
5

DECLARATION OF EASEMENT

RETURN TO:

Secluded Land Company, LLC
P.O. Box 10
DeSoto, WI 54624 *ew*

Parcel Identification Numbers:

See Exhibit A

DECLARATION OF EASEMENT

This Declaration is made this 28 day of September, 2017, by Secluded Land Company, LLC, a Wisconsin limited liability company (hereinafter "Declarant").

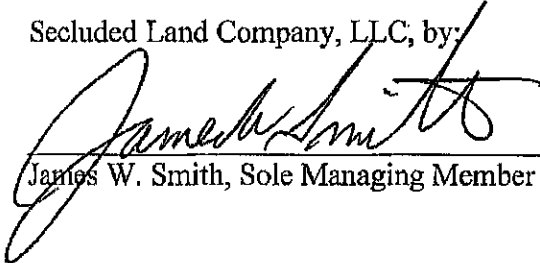
WHEREAS, Declarant, Secluded Land Company, LLC, owns the following described real estate: See attached Exhibit A.

WHEREAS, Declarant desires to reserve a non-exclusive easement for the presently existing underground well water supply line located on said Units 4 through 9 (inclusive) as depicted on attached Exhibit B;

NOW THEREFORE, Declarant does hereby give notice to all future purchasers and their successors of any portion of the real estate described on Exhibit A and whosoever it may concern that the area located 5' either side of the line depicted on attached Exhibit B, being the approximate location of the presently existing underground well water supply line, is subject to a non-exclusive easement in favor of Declarant, its successors and assigns for the presently existing underground well water supply line located on said Units 4 through 9 (inclusive).

Declarant does hereby give further notice to all future purchasers and their successors of any portion of the real estate described on Exhibit A that the easement described herein may, by a written, recorded assignment be transferred by Declarant to any person.

Secluded Land Company, LLC, by:

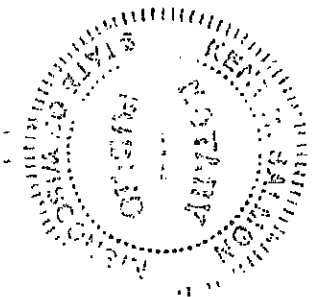

James W. Smith, Sole Managing Member

ACKNOWLEDGMENT

State of Wisconsin)
) ss
County of Vernon)

Personally came before me this 28 day of
September, 2017, the above-named
James W. Smith to me known to be the person who
executed the foregoing instrument and acknowledge
the same.

Kent R. Salmon
Notary Public - Kent R. Salmon
Vernon County, Wisconsin
My commission expires: 5-17-19



This instrument was drafted by James W. Smith, P.O. BOX 10, 9986 Highway 35, DeSoto, WI 54624.

EXHIBIT A

LEGAL DESCRIPTION

Unit Nos. 4, 5, 6, 7, 8 and 9 of Mississippi Mountain, a Condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin by the Declaration of Mississippi Mountain, a Condominium, dated August 11, 2006 and recorded August 14, 2006 at the Office of the Grant County Register of Deeds in Volume 1109 on Pages 961 through 990 as Document No. 691084, as amended.

Parcel PINs:

Unit 4: 004-00815-0000

Unit 5: 004-00816-0000

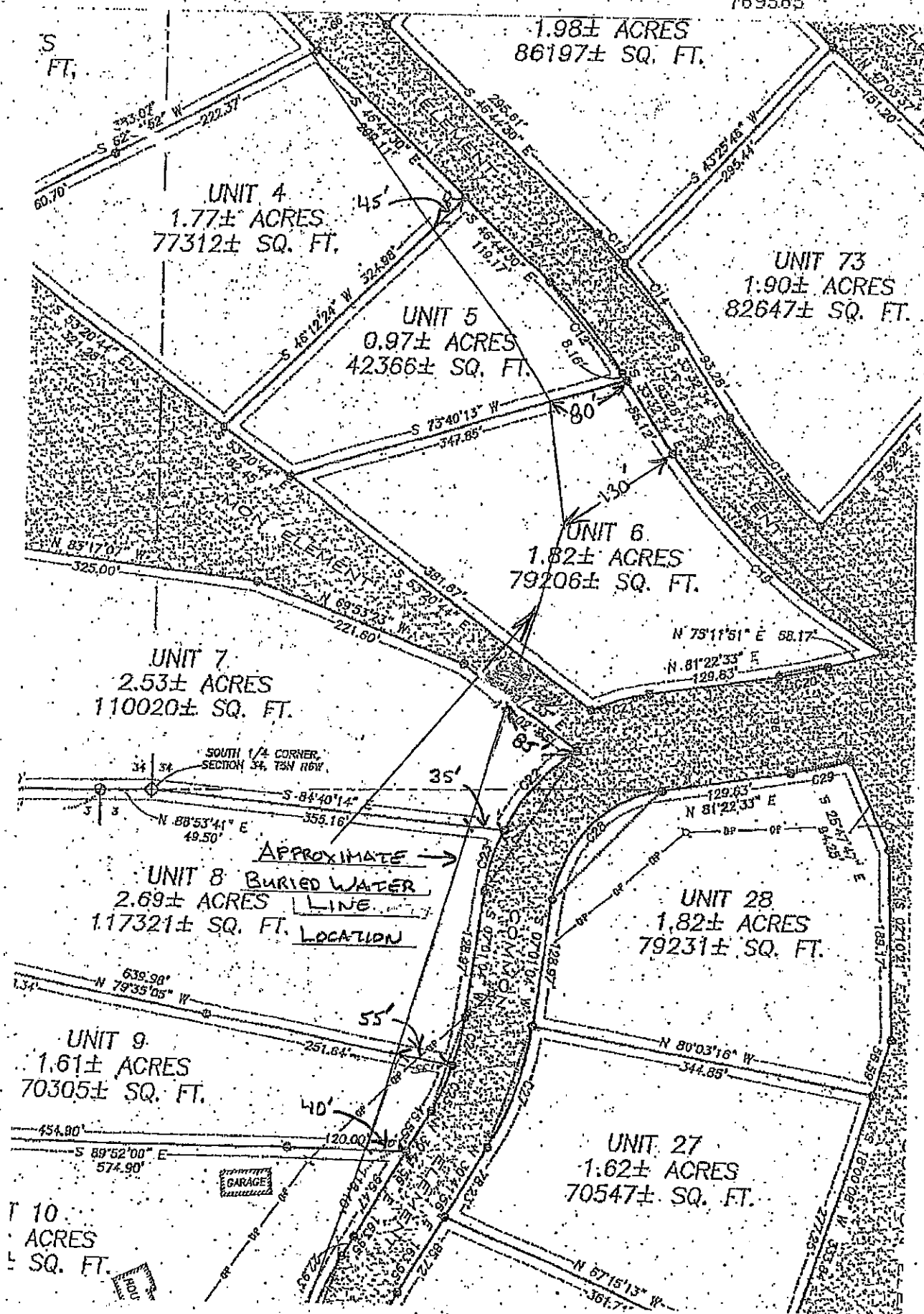
Unit 6: 004-00817-0000

Unit 7: 004-00818-0000

Unit 8: 004-00819-0000

Unit 9: 004-00820-0000

7895.85




Addendum A

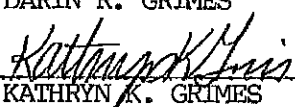
LEGAL DESCRIPTION
MISSISSIPPI MOUNTAIN, A CONDOMINIUM
UNIT 14

Unit No.14 of Mississippi Mountain, a Condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin by the Declaration of Mississippi Mountain, a Condominium, dated August 11, 2006 and recorded August 14, 2006 at the Office of the Grant County Register of Deeds in Volume 1109 on Pages 961 through 990 as Document No. 691084, as amended. Subject to all existing road and utility line easements, whether of record or not. Along with and subject to all easements, notes and provisions as stated in the above-referenced Declaration of Condominium.

TOGETHER WITH rights in common elements and limited common elements as set forth in the Declaration of Mississippi Mountain, a Condominium, dated August 11, 2006 and recorded August 14, 2006 at the Office of the Grant County Register of Deeds in Volume 1109 on Pages 961 through 990 as Document No. 691084, as amended.

TOGETHER WITH a non-exclusive easement for ingress-egress as shown on the above Plat and as set forth in Declaration of Easement recorded in Volume 1109 of Records, page 961.



DARIN R. GRIMES


KATHRYN K. GRIMES

5-8-19

DATE

THIRD AMENDMENT TO
CONDOMINIUM DECLARATION

MISSISSIPPI MOUNTAIN, A CONDOMINIUM

GRANT COUNTY, WI
RECEIVED FOR RECORD
01/20/2021 08:33 AM
#817499
ANDREA NOETHE, REGISTER
Pages Recorded: 6

Record this document with the Register of
Deeds

Name and Return Address:

Lydia J. Chartre, Esq.
Husch Blackwell LLP
555 E. Wells Street, Suite 1900
Milwaukee, WI 53202

(See Exhibit B for Parcel
Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE, ESQ.

The Declaration of Condominium for Mississippi Mountain, A Condominium, the affected real property being described on Exhibit A attached hereto, was recorded in the Office of the Register of Deeds for Grant County, Wisconsin, on August 14, 2006, as Document No. 691084, as amended by the First Amendment to Declaration on August 23, 2010 as Document No. 728524, and as further amended by the Second Amendment to Declaration on August 7, 2017 as Document No. 788269 (the "Declaration"); and

WHEREAS, Mississippi Mountain Condominium Association, Inc. (the "Association"), pursuant to the rights reserved in Article XIII of the Declaration, and desires to amend the Declaration to clarify that short term rentals are strictly prohibited, among other related changes;

NOW THEREFORE, the Association does hereby amend the Declaration as follows:

The first sentence of Section 8.02 is hereby amended by inserting the underlined language to read as follows:

8.02. Use and Restrictions on Use of Unit. Each Unit shall be used for recreational, residential, and/or rental purposes (but only for those rentals that are specifically allowed per Section 8.06 below) and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use.

Section 8.06 is hereby amended by adding and inserting the underlined language to the end of the Section to read as follows:

(d) Only long term rentals—month to month or longer—are allowed. Short term rentals, including rental-by-owner/an entity run by the Unit Owner and those using services such as Air Bnb and VRBO, etc., are strictly prohibited. Should a Unit Owner advertise a Unit as being available for short term rental, such advertising will be considered a violation of this provision.

Article XIV shall be amended by deleting the ~~strikeout~~ language and adding the underlined language to read as follows:

The Association shall have the sole right to enforce the provisions hereof of the Declaration, Bylaws, and Rules and Regulations (the "Condominium Documents") or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of ~~this Declaration~~ the Condominium Documents, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the Town of Bloomington or the County of Grant to enforce any

zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of ~~this Declaration~~ the Condominium Documents, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, ~~this Declaration~~ the Condominium Documents. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of ~~this Declaration~~ the Condominium Documents, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations, as well as the actual attorney's fees and costs incurred by the Association in enforcing the Condominium Documents.

This Third Amendment to the Declaration complies with the requirements of the Declaration at Article XIII and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of at least two-thirds (2/3) of the Unit owners, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units, as required by the statutes.

IN WITNESS WHEREOF, the Association has executed this Third Amendment to the Declaration this 14 day of Jan, 2020: 2024

MISSISSIPPI MOUNTAIN CONDOMINIUM
ASSOCIATION, INC., a Wisconsin Non-Stock
Corporation,

By: Bradley Schneider
[Signature] President

STATE OF WISCONSIN)
COUNTY OF Grant) ss.

This document was acknowledged before me by 1-14-2024, as President of the Mississippi Mountain Condominium Association, Ltd. on this 14 day of Jan, 2020: 2024

[Signature]
Notary Public, State of Wisconsin
My Commission: March 11, 2023

Lydia J. Chartre, Esq.
Husch Blackwell LLP
555 E. Wells Street, Suite 1900
Milwaukee, WI 53202

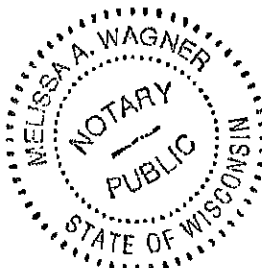


EXHIBIT A

LEGAL DESCRIPTION

Units 1 through 16 (inclusive) and Units 22 through 76 (inclusive) of Mississippi Mountain Condominium declared and existing under and by virtue of the Condominium Owners Act of the State of Wisconsin by a Declaration of Mississippi Mountain, a Condominium, dated August 11, 2006 and recorded August 14, 2006, at the Office of the Grant County Register of Deeds in Volume 1109, Page 961 as Document No. 691084, as amended.

EXHIBIT B**UNITS AND TAX PARCEL NUMBER
MISSISSIPPI MOUNTAIN, A CONDOMINIUM**

Unit	Tax Parcel #
1	004-00812-0000
2	004-00813-0000
3	004-00814-0000
4	004-00815-0000
5	004-00816-0000
6	004-00817-0000
7	004-00818-0000
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39	004-00850-0000
40	004-00851-0000
41	004-00852-0000
42	004-00853-0000

Unit	Tax Parcel #
43	004-00854-0000
44	004-00855-0000
45	004-00856-0000
46	004-00857-0000
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