

**ISLAND POINTE BEACH
CLUB**

**CONDOMINIUM
DOCUMENTS**

ISLAND POINTE BEACH CLUB CONDOMINIUM

LAKE DELTON, WISCONSIN

Declarant: HALE KAI, INC.
Canyon Road
Post Office Box 539
Lake Delton, WI 53940

Agent: IN REALTY
Canyon Road
Post Office Box 539
Lake Delton, WI 53940

DISCLOSURE MATERIALS

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

INDEX TO DISCLOSURE MATERIALS

In compliance with disclosure requirements of the Wisconsin Condominium Ownership Act, this book is provided to each prospective purchaser of a Unit in Island Pointe Beach Club Condominium, and contains the following documents and exhibits:

1. DECLARATION. The Declaration establishes and describes the condominium, the units and the common elements. The Declaration begins on page 2.

2. ARTICLES OF INCORPORATION. The operation of a condominium is governed by the Association, of which each unit owner is a member. Powers, duties and operation of an Association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page 70.

3. BY-LAWS. The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page 76.

4. MANAGEMENT OR EMPLOYMENT CONTRACTS. Certain services may be provided to a condominium through contracts with individuals or private firms. There are no such contracts to date involving Island Pointe Beach Club Condominium.

5. ANNUAL OPERATING BUDGET. The Association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on page 96.

6. LEASES. Units in the condominiums may be sold subject to one or more leases of property or facilities which are not a part of the condominium. There are no such leases or agreements to date involving Island Pointe Beach Club Condominium.

7. EASEMENT. The owners of adjacent land have reserved a roadway easement over a portion of the condominium property. See page 62 for the map which depicts this easement.

8. EXPANSION PLANS. The Declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion and its effect on unit owners begins on page 21. The condominium has been expanded to include Phase II by recording of the Fourth Amendment and First Supplement to the Declaration which begins on page 58 and to include Phase III by recording the Sixth Amendment and Second Supplement to the Declaration which begins on page 69(b).

9. FLOOR PLAN AND MAP. The Declarant has provided floor plans of the units being offered for sale and a map of the condominium which shows the location of the units and all facilities and common elements which are part of the condominium. The latest amended floor plans and maps begin on page 62.

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CONDOMINIUM DECLARATION OF
EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS
FOR
ISLAND POINTE BEACH CLUB CONDOMINIUM

THIS DECLARATION, made and entered into this
14th day of October, 1980, by HALE KAI, INC., a Wisconsin
corporation, (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner in fee simple
of certain real estate hereinafter described, in the Village
of Lake Delton, Sauk County, Wisconsin; and

WHEREAS, the Declarant intends to, and does hereby
submit and subject such real estate together with all buildings,
structures, improvements, and other permanent fixtures of
whatsoever kind thereon, and all rights and privileges
belonging or in any wise pertaining thereto, to the provisions
of the Wisconsin Condominium Ownership Act, Section 703.01
to 703.38, Wisconsin Statutes ("the Act"); and

WHEREAS, the Declarant desires to establish certain
rights, conditions, restrictions, covenants and easements
in, over and upon said real estate for the benefit of itself
and all future owners of any part of said real estate, in
any unit or units thereof or therein contained, and to
provide for the harmonious, beneficial and proper use and
conduct of the property and all units; and

WHEREAS, the Declarant desires and intends that
the several unit owners, mortgagees, occupants and other
persons hereafter acquiring any interest in the property
shall at all times enjoy the benefits of, and shall hold
their interest subject to the rights, conditions, restrictions,
covenants and easements, hereinafter set forth, all of which
are declared to be in furtherance of a plan to promote and
protect the cooperative aspect of the property and are
established for the purpose of enhancing and perfecting the
value, desirability and attractiveness of the property.

NOW, THEREFORE, the Declarant, as the title holder
of the real estate hereinabove referred to and described at
greater length hereinafter, and for the purposes set forth,
DECLARES AS FOLLOWS:

443385

REGISTER'S OFFICE
SAUK COUNTY, WIS.
RECEIVED FOR RECORD

JAN 27 1981

AT 2:30 O'CLOCK P.M., RECORDED IN
VOL. 1 OF C.R. 800 ON PAGE 110...
Robert S. Schenk REGISTER 2900

ARTICLE I

DEFINITIONS AND LEGAL DESCRIPTION OF LAND

Section 1. Legal Description of Land: The real estate which is hereby submitted and subjected to the provisions of the Condominium Ownership Act, Sections 703.01 to 703.28, Wisconsin Statutes, is hereby legally described as follows:

Lot One (1) of Sauk County Certified Survey No. 1096 as recorded in the Office of the Register of Deeds for Sauk County, Wisconsin, in Volume 5 of Certified Surveys, on Page 1096, as Document No. 441309, EXCEPT a parcel of land located in said Lot 1, bounded by the following described line: Commencing at the southeasterly corner of said Lot 1 where it abuts Canyon Road; thence N 26°40' W along the easterly line of said Lot 1, 400.00 feet to the point of beginning; thence N 56°58' E, 65.03 feet; thence N 28°42' W, 150.88 feet; thence S 80°14' W, 61.97 feet; thence southeasterly to the point of beginning. Intending to describe the "parking lot". Said exception contains 0.23 acres.

A parcel of land located in Lot 2, CSM No. 1096, Village of Lake Delton, Sauk County, Wisconsin bounded by the following described line: Commencing at the most northerly corner of said Lot 2; thence S 26°40' E along the lot line, 105.00 feet to the point of beginning; thence continuing S 26°40' E, 227.00 feet; thence S 63°20' W, 20.00 feet; thence N 26°40' W, 227.00 feet; thence N 63°20' E, 20.00 feet to the point of beginning. Said parcel contains 0.10 acres.

Said real estate is also described and delineated as Phase I on the Plat of Survey attached hereto as Exhibit "A" which, by this reference thereto, is made a part hereof.

Should the Declarant annex the adjoining land depicted in Exhibit "A" as "Possible Future Phases" and described as Lots Two (2) and Three (3) of Sauk County Certified Survey No. 1096, as recorded in the Office of the Register of Deeds for Sauk County, Wisconsin, in Volume 5 of Certified Surveys on Page 1096, as Document No. 441309, the Unit Owners will be granted nonexclusive access to the common elements of such property to be shared in common by the Declarant, its successors and assigns, all future Unit Owners, their personal representatives, successors and assigns and all future owners, lessees and occupants.

Said real estate and all improvements thereon and appurtenances thereto shall be known as ISLAND POINTE BEACH CLUB CONDOMINIUM.

Section 2. Definitions.

For the purpose of brevity and clarity, certain

words and terms used in this Declaration are defined as follows:

"Association" shall mean and refer to the ISLAND POINTE OWNERS ASSOCIATION, INC., a corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.

"Common Elements" mean all of the condominium except its units.

"Common Expenses and Common Surpluses" mean the expenses and surpluses of the Association.

"Condominium" means the property subject to the condominium Declaration.

"Condominium Instruments" mean the Declaration, plats and plans of the condominium together with the attached exhibits or schedules.

"Declarant" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as same may from time to time be amended.

"Limited Common Elements" mean those common elements identified in the Declaration or on the condominium plat as reserved for the exclusive use of one or more but less than all of the Unit Owners.

"Mortgagee" means the holder of any recorded mortgage encumbering one or more units or a Land Contract vendor.

"Person" means an individual, corporation, partnership, association, trustee or other legal entity.

"Property" means unimproved land, land together with improvements on it or improvements without the underlying land.

"Unit" means a part of condominium intended for any type of independent use, including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a building.

"Unit Number" means the number, letter or a combination thereof, identifying a unit in this Declaration.

"Unit Owner" means a person, combination of persons, partnership or corporation who holds legal title to a condominium unit or has equitable ownership as a Land Contract vendee.

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ARTICLE II

PROPERTY AND UNITS:

SUBMISSION TO ACT

Section 1. Submission of Property to the Act: The Declarant hereby submits the property described in Article I, Section 1 and depicted as Phase I in Exhibit "A" and all buildings and improvements constructed or to be constructed thereon to the provisions of said Condominium Ownership Act (the "Act").

Section 2. Description of the Units: The Units of this Condominium and the Limited Common Element reserved to each are set forth on Exhibit "A" attached to this Declaration and incorporated herein by reference.

Every deed, lease, mortgage or other instrument may legally describe a Unit by identifying number and every such description shall be good and sufficient for all purposes as provided in the Act. Each residential building currently on the real estate described in this Declaration contains one (1) unit. The twelve (12) buildings aggregating twelve (12) units, comprising Phase I, are located as indicated in the survey, Exhibit "A" attached hereto and made a part of this Declaration.

The buildings are constructed principally of wood.

The approximate location and designation of each Unit is set forth in Exhibit "A".

With respect to possible future phases, the Declarant reserves the right to change the layout, location, dimensions, design and type of construction of any buildings and units and shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the layout, design, location, unit numbers and dimensions of buildings and units as finally located and erected.

Section 3. Enclosure of Unit. In respect to Units 8, 9, 10 and 12, the Declarant or Unit Owner may, at its or his own option and expense expand the constructed portion of the Unit by enclosing that portion of the Unit consisting of unimproved land and labeled "Possible Future Enclosure" in Exhibit "A". The construction, design, color and materials of such enclosure shall be compatible with the previously constructed portion of the Unit. No construction of the

said enclosure shall be commenced without necessary building permits and approval of the Architectural Control Committee in accord with the procedures established in Article VIII below. However, the Declarant shall not be required to obtain the approval of the Architectural Control Committee prior to the construction of any such enclosure or enclosures. In the event any such enclosure or enclosures shall take place, it shall not be necessary to amend Exhibit "A" to reflect the change in status of that portion of the area depicted as for "Possible Future Enclosure" to being part of the total enclosed units. In the event of any construction pursuant to this Section, it shall be the responsibility of the Association to notify the insurer of such construction in accord with its obligation as set forth in Article X, Section 1.

ARTICLE III

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 1. Ownership of Common Elements: Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. Each Unit's percentage of ownership in the Common Elements shall be the Number One (1) divided by the total number of Units subject to this Declaration in Phase I and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the Number One (1) by the Number Twelve (12) until Units in subsequent phases are annexed to this Declaration, as provided in Article XII.

Each Unit's percentage of ownership in the Common Elements shall be subject to such easements as Declarant has granted including the access easement described in Article XI, Section 1, or may hereinafter grant to the Village of Lake Delton, public utilities or for water service, all of which may be granted by the Declarant without the consent of the Unit Owners.

Section 2. Limited Common Elements:

A. Use and Maintenance: All Limited Common Elements appurtenant to a particular Unit shall be for the exclusive use of the owner or owners of such Unit. Each Unit Owner shall be responsible for repair, maintenance, and ap-

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pearance of such Limited Common Element, at his own expense, including (without limitation) responsibility for breakage, damage, malfunction, and ordinary wear and tear. A Unit Owner shall not change the color, or otherwise decorate, restructure or adorn or change the appearance of any such Limited Common Element without the approval of the Architectural and Environmental Control Committee.

B. Parking Areas: Any parking area or other portion of the property allocated to parking purposes unless otherwise designated in the condominium plat, shall be part of the Common Elements and not a Limited Common Element or a part of any individual Unit.

Section 3. No Partition of Common Elements: There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any structure applicable to condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit ownership as between such co-owners.

ARTICLE IV

OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. Owner's Right to Ingress and Egress and Support: Each Owner shall have the right to ingress and egress over, upon and across the Common Elements necessary for access to his Unit, and such rights shall be appurtenant to and pass with the title to each Unit. However, this right shall not include ingress and egress by any type of vehicle. No vehicles shall be allowed upon the Common Elements except that portion of the Common Elements which have been committed to roadways, driveways and parking areas as depicted on Exhibit "A".

Section 2. Use of Units: Each Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Unit for residential purposes shall not be considered to be a violation of this covenant. Notwithstanding the foregoing, nothing in this Declaration shall prohibit the Declarant

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from displaying an unsold unit as a "model" and sales office for marketing purposes.

With respect to those areas of Units 8, 9, 10 and 12 which are labeled as "Possible Future Enclosure" in Exhibit "A", until such areas are enclosed, nothing shall be kept or stored on any part of such areas without the prior written consent of the Association nor shall such unimproved areas be altered, improved or the subject of any construction except for the enclosure of such area in accord with the provisions of Article II, Section 3.

Section 3. Use of Common Elements: There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed or removed from the Common Elements except upon the prior written consent of the Association. No pier, boat docks, boat hoist, boat house, garbage or rubbish containers shall be placed or kept in any Common Element or Limited Common Element by any Unit Owner. The Association may, at its own expense, provide for docks, piers and garbage containers on the Common Elements.

Section 4. Prohibition of Damage and Certain Activities: Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof to increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner or any invitee of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements or any part thereof. Nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at anytime lawfully residing in the Unit.

Section 5. Animals: No animals of any kind shall be permitted in any Unit, Common Element or Limited Common Element.

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Section 6. Rules and Regulations: No Owners shall violate the rules and regulations for the use of the Units and of the Common Elements as adopted from time to time by the Association.

Section 7. Delegation of Use: Any Owner may delegate, in accordance with the By-Laws or this Declaration, his right of enjoyment to the Common Elements and facilities to the members of his family, to the tenants of his Unit or contract purchasers of his Unit who reside on the property and only to said individuals.

Section 8. Separate Mortgages of Units: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property of any part thereof, except his own Unit and his own respective ownership interest in the Common Elements.

Section 9. Separate Real Estate Taxes: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the said Condominium Ownership Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit Owner shall pay his proportionate share thereof, the allocation in respect to Common Elements to be in accordance with his respective percentage of ownership interest in the Common Elements.

Section 10. Maintenance, Repairs, and Replacements of Units: Each Unit Owner shall furnish, at his own expense, and be responsible for, the following:

A. The maintenance, repairs and replacements of the exterior of each Unit and of those facilities which serve said Unit. There shall be no change in materials, design and color to the exterior without the prior written approval of the Architectural and Environmental Control Committee.

B. The maintenance, repairs and replacements of all conduits, ducts, sewers, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries or are

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within the Limited Common Element appurtenant to such Unit.

C. All of the maintenance, repairs and replacements within his own Unit, all of the doors and windows appurtenant thereto, and any portion of utility service facilities located within the Unit boundaries; provided, however, such maintenance, repairs and replacements as may be required for the bringing of water, sewer or septic service and utilities to the Unit, shall be furnished by the Association as part of the Common Expenses.

Section 11. Water Service: A water supply and distribution system and service for each Unit has or will be provided by the Declarant. With respect to the water supply and distribution system serving the Units in Phase I, the Declarant reserves the right to connect a maximum of two (2) additional units which may be constructed in a subsequent phase or phases as set forth in Article XII below. It shall be the responsibility of the Association to maintain the water supply and distribution system or systems except that portion of the system or systems located within the Unit boundaries or within the Limited Common Element appurtenant to each Unit, the responsibility for which will be that of the Unit Owner. However, with respect to that portion of the water supply and distribution system serving those units in Stage I and a maximum of two (2) additional units which may be constructed in a subsequent phase or phases as set forth in Article XII below, the Association shall be obligated to furnish water only for a period commencing on the third Friday in April of each year and terminating on the third Monday in October of each year.

ARTICLE V

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership: Every Unit Owner shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. A Unit Owner of more than one Unit shall be entitled to one membership for each Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based, and shall be transferred automatically by conveyance of that Unit. No person or entity other than a Unit Owner or Declarant may be a member of the Association, and a membership in the Association may

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not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit.

Section 2. Voting Rights: The Association shall have two classes of voting membership as follows:

A. Class A - Class A members shall be all Unit Owners, with the exception of the Declarant, and shall have one (1) vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

B. Class B - Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the occurrence of either of the following events:

(1) When the total votes outstanding in Class A membership equals or exceed the total outstanding votes in Class B membership.

(2) Ten (10) years from the date of recording this Declaration.

The Declarant shall be entitled to reinstatement as a Class B member of the Association at the time of each expansion of the Condominium as provided in Article XII herein. In such event, Declarant shall be entitled to all of the rights and privileges of Class B membership, including three (3) votes for each Unit owned by it. Each such reinstatement of Class B membership shall terminate when the total votes outstanding in Class A membership again equal or exceed the total votes outstanding in Class B

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membership.

A Unit Owner against whom the Association has recorded a statement of condominium lien on the person's Unit who has not paid the amount necessary to release the lien at the time of a meeting shall not be permitted to vote at any meeting of the Association during the period of such time such amount remains unpaid.

Section 3. Supplement: The provisions of this Article are to be supplemented by the Articles of Incorporation and the By-Laws of the Association, provided, however, that no such supplement shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Elements: The Association, subject to the rights of the Unit Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. Services: The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association, or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection and other common services to each Unit.

Section 3. Personal Property For Common Use: The Association may acquire and hold for the use and benefit of all of the Unit Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Unit Owners in the same proportion

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as their respective interests in the Common Elements. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership in the transferor's beneficial interest in such property without any reference thereto. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 4. Rules and Regulations: The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 5. Implied Rights: The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VII

COVENANT FOR ASSESSMENTS

Section 1. Agreement to Pay Assessment: Declarant for each Unit owned by it hereby covenants, and each Owner of any Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purposes provided in this Declaration, for the annual assessments, for special assessments, for capital improvements, and for any other matters as provided in this Declaration. Such Assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents, to pay for the improvement and maintenance of the Common Elements and such emergency repairs as the Association may deem necessary, and to pay for the obligations of the Association under this Declaration.

Section 3. Annual Assessment: The Board of Directors of the Association shall fix the annual assessment upon the basis provided above, provided however, that the

annual assessment shall be sufficient to meet the obligations imposed by the Declaration.

Section 4. Special Assessments: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, any deficit and the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each Class of voting members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice of Meetings: Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members and any mortgagee who shall request such notice in writing not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast twenty-five (25%) percent of all of the votes shall constitute a quorum.

Section 6. Uniform Rate Of Assessment: Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: The annual assessments provided for herein shall commence as follows:

A. As to each Unit for which the Declarant's obligation to construct has been completed as of the date of recording of this Declaration, on the first day of the month following conveyance of the first Unit in the Condominium to an Owner who is not the Declarant.

B. As to each Unit to be constructed and owned by the Declarant, on the first day of the month following the completion of construction; and

C. As to a Unit conveyed to an Owner prior to the completion of construction, on the first day of the month following the completion of the construction.

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The first annual assessment for a Unit shall be adjusted according to the number of months then remaining in that calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Unit Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association: Any assessment not paid when due, shall immediately become a personal debt of the Unit Owner and also a lien, as provided in the Act until paid and may upon resolution of the Association bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be set by the Association for each assessment period. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the said lien against the property in like manner as a mortgage of real estate. In any such foreclosure, the Owner shall be required to pay a reasonable rental for the permitted use of the Common Element, and the Association shall be entitled to the appointment of a receiver to collect the same. The Declarant and the Association may bid in the Property at foreclosure sale, and acquire and hold, lease, mortgage and convey the same. If the Association has provided for collection of annual or special assessments in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid expenses thereunder shall be maintainable without foreclosing or waiving the lien securing the same.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee Authority: No exterior additions, enclosures, color changes or other alterations to any building, additional fences, or changes in existing fences, hedges, walls, walkways and

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other structures shall be commenced, erected or maintained except such as are installed or approved by the Declarant in connection with the initial construction of the buildings, until the plans and specifications showing the nature, kind, shape, height, color, materials, location and approximate cost of same shall have been submitted to and approved in writing as in harmony with the external design and location in relation to surrounding buildings in the development by an Architectural Committee composed of the Board of Directors of the Association or by its representative or representatives designated by the Board of Directors. In the event said Committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will be deemed to have been given. If no application has been made to the Architectural Committee or their representatives, suit to enjoin or remove such additions, enclosures, color changes or other alterations may be instituted at any time. Neither the members of the Architectural Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Committee. Exterior antenna shall not be placed on any building without the approval of the Architectural Committee or its designated representatives. During the time which the Association has Class B member(s), the actions and decisions of the Architectural Committee must have the written approval of the Declarant.

ARTICLE IX

PARTY WALLS

Section 1. General Rules of Law to Apply: Each wall which is built as part of the original construction of the buildings and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omission will apply thereto.

Section 2. Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall shall be shared by the Unit who makes use of the wall in proportion to such use.

Section 3. Right to Contribution Runs With Land:

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The right of any Unit Owner to contribution from any other Unit Owner under this Article shall be appurtenant to the land and shall pass to such Unit Owner's successors in title.

ARTICLE X

CASUALTY INSURANCE FOR UNITS AND LIABILITY INSURANCE

Section 1. Obligation of Association: The Association for the benefit of all Unit Owners, shall carry public liability insurance in respect to the Common Elements and shall insure the Units against loss or damage by fire and such other hazards as the Association may deem desirable, for the full insurable replacement cost of the Units, without prejudice to the right of each Unit Owner to also insure his own Unit for his own benefit. The premiums for such insurance on the Units shall be deemed Common Expenses; provided, however, that in charging the same to the Unit Owners, consideration may be given to the higher premium rates on some Units than on others. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Unit Owner or Unit Owners. The Association may engage the service of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. The fees of such corporate trustees shall be Common Expenses. In the event of any loss in excess of \$100,000.00 in the aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Association shall engage a corporate trustee as aforesaid upon written demand of the mortgagee or owner of any Unit so destroyed.

Section 2. Insurance Proceeds: The proceeds of such insurance shall be applied by the Association or by the corporate trustee on behalf of the Association for the repair or reconstruction of the Unit or Units; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policy shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions herein with respect to the application of insurance proceeds to reconstruction of the Unit or Units. Payment by any insurance company to the

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Association or to such corporate trustee of the proceeds of any policy and the receipt of release from the Association of the company's liability under such policy shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be made pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provision hereof, or to see to the application of any payments of the proceeds of any policy by the Association or the corporate trustee.

Section 3. Destruction or Reconstruction: In the event of partial or total destruction of one or more Units, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, all of the owners of Units subject to this Declaration agree not to repair or rebuild. On reconstruction, the design, plan and specification of any building or Unit may vary from the original upon approval of the Association, provided, however, that the number of square feet of any Unit may not vary by more than five (5%) percent from the number of square feet for such Unit as depicted in Exhibit "A", and the location of the buildings shall be substantially the same as prior to the damage or destruction.

The Association shall have the right to levy assessments against the Units involved in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

In the event all of the owners of Units subject to this Declaration agree not to repair a Unit which is partially or totally destroyed, the proceeds of the insurance on the Unit shall be paid by the Association to the Unit Owner and mortgagee, if any, of said Unit as their interests may appear.

ARTICLE XI

EASEMENTS, RESERVATIONS AND ENCROACHMENTS

Section 1. General Easements: Easements are hereby declared and granted for the benefit of the Unit Owners, the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment,

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master television antenna system wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Common Elements. However, all of the aforesaid installations with the exception of the power transformers and all existing overhead utility services, shall be buried under the surface of the common area with the cost of such underground installation to be borne by the installing party. By virtue of this easement it shall be expressly permissible for the Declarant or the providing utility or service company to install and maintain facilities and equipment on said property and to excavate for such purposes. This easement shall in no way affect any other recorded easements on said premises.

The owners of Lot 3 of Sauk County Certified Survey No. 1096 and the Island lying to the Northwest of the Condominium have an access easement over that portion of the Common Elements which constitutes a roadway. This easement is depicted in Exhibit "A".

Section 2. Reservation: Declarant expressly declares, reserves and excepts access and development easements from the lands subject to this Declaration for the benefit of, and as necessary in connection with, the development and use of Lots Two (2) and Three (3) of Sauk County Certified Survey No. 1096. Included in this reservation of easements are easements for purposes of access and rights-of-way across the lands subject to this Declaration for the benefit of the aforesaid lots also described in Article XII of this Declaration which may be annexed to the Condominium; such easements shall be effective whether or not said Article XII land is ultimately developed as part of the Condominium. Each Unit Owner, by acceptance of any deed to any Unit hereunder, shall be deemed to grant to the Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to execute and record all documents and legal instruments necessary to carry out the provisions and intent of this paragraph. The easements here reserved shall be continuing covenants running with the land subject hereto.

Section 3. Encroachments: In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of the Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established

and shall exist for the benefit of such Units so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owner or Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, personal representatives, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this paragraph.

Section 4. Declarant's Easement to Correct and Provide for Drainage. For a period of ten (10) years from the date of conveyance of the first Unit in the Condominium, the Declarant reserves a blanket easement and right on, over and under the ground within the Condominium to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, install culverts, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

ARTICLE XII

EXPANSION OF CONDOMINIUM

Section 1. Phase One: Phase One consists of the property described in Article I, Section 1 of this Declaration, upon which are located twelve (12) residential buildings as designated on Exhibit "A", aggregating twelve (12) Units.

Section 2. Subsequent Stages: Pursuant to the provisions of Section 703.26, Stats., Declarant hereby reserves the right to expand the subject condominium at any time within ten (10) years from the date of recording of this Declaration, by adding up to a total of forty-five (45) Units to be constructed on one or more of each of the fol-

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lowing described lots to be annexed and to be included as property subject hereto and submitted to the condominium form of ownership hereunder:

Lot Two (2) of Sauk County Certified Survey No. 1096.

Lot Three (3) of Sauk County Certified Survey No. 1096.

In the event such expansion is carried through, the percentage of undivided interests in the Common Elements of each Unit Owner shall be reallocated so that all Unit Owners have equal undivided interests. The maximum number of Units which may be added is forty-five (45), and each such Unit added shall have one (1) vote appurtenant to it. The percentage interests in the Common Elements, the liabilities for Common Expenses, and the right to Common Surplus shall be the number one (1) divided by the total number of Units then subject to this Declaration.

The rights of expansion shall be exercised by the recording of a Supplement or Supplements to this Declaration in the Office of the Register of Deeds for Sauk County, Wisconsin. Such a Supplement or Supplements to this Declaration shall not be deemed an amendment of this Declaration within the meaning of Article XIV, Section 3, hereof following. Nothing contained in this Declaration shall be construed so as to create any obligation on behalf of the Declarant, its successors and assigns, to in fact effectuate any expansion. By acceptance of a Deed conveyance from Declarant of a Unit, the grantee of such Unit and each successor in title to such Unit shall, in the event of an annexation or series of annexations as aforesaid, be deemed to consent and agree to the adjustment in the percentage of undivided interest in the Common Elements and facilities appertaining to such Unit as aforesaid; and shall be deemed to grant to Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to act for and in the stead of such Unit Owner with respect to the aforesaid annexation(s) and the filing and recording of a Supplement or Supplements to this Declaration with respect thereto in conformance with this Article XII along with authority to execute and deliver on behalf of the Grantee and each successor in title to such Unit, such instrument, if any, as may be required to effectuate such expansion and adjustment in the percentage of undivided interest in the Common Elements and facilities.

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ARTICLE XIII

RIGHT OF FIRST REFUSAL

Section 1. Association's Right of First Refusal.
No Unit Owner shall at any time sell, convey, contract to sell, lease or devise, whether by operation of law or otherwise, without first complying with the provisions hereunder contained in this paragraph. No such sale, conveyance, contract of sale, devise, lease, gift or alienation of any other kind shall be made unless the Association is given no less than fifteen (15) days' prior written notice of the terms thereof, together with the name and address of the proposed purchaser, vendee, donee, devisee or alienee. This paragraph shall not apply to sales by the Sauk County Sheriff pursuant to judgments of foreclosure.

The Association shall at all times have the first right and option to purchase or lease such Unit upon the same terms as those upon which it is offered, which option shall be exercisable for a period of fifteen (15) days following the date of receipt of notice. If the option is not exercised by the Association within fifteen (15) days, the Unit Owner may, at the expiration of said fifteen (15) day period and at any time within ninety (90) days after the expiration of said period, sell, contract to sell or lease such Unit to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the owner or lessee does not so sell or lease within such time, or if a sale or lease is proposed on terms and conditions different from those refused by the Association, the Association shall again be entitled to its right of first refusal hereunder.

In the event that the Unit Owner shall desire to dispose of his Unit by gift or devise to other than his lawful spouse or his heirs at law under the laws of the State of Wisconsin, said Unit Owner, or his personal representative, shall give the Association no less than thirty (30) days' prior written notice of the name and address of the proposed donee or devisee. The Association shall have the right and option to purchase said Unit at the fair market value to be determined by a panel of three (3) qualified appraisers, one (1) of which shall be selected by the Unit Owner or his legal representative, one (1) by the Association, and the third by the two (2) so selected, provided that the Association shall notify the Unit Owner or his personal representative of its intent to exercise such right and option within thirty (30) days after the receipt of notice from the Unit Owner or his personal representative as provided herein.

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The Association may bid upon and purchase any Unit which becomes the subject of a foreclosure action or tax sale, or is involved in an action in bankruptcy, or which becomes available for purchase for any reason whatsoever, whether by operation of law or otherwise.

The Association shall not exercise any of the Options herein set forth to purchase any Unit without the prior consent of Unit Owners holding at least seventy-five (75%) percent of the votes entitled to be cast at any meeting duly called to consider such action. The Association, by its Board of Directors, may waive its first refusal rights hereunder with respect to any sale, lease or conveyance upon written request to the Association.

Unit ownership or interest therein acquired pursuant to the terms of this paragraph shall be held of record in the name of the Association, or such nominee as it shall designate, for the benefit of all of the Owners. Said Unit ownership or interest therein shall be sold by the Association for the benefit of the Unit Owners. All proceeds of such sale or leasing after repayment of borrowed funds and special assessments levied for such purposes shall be deposited in such funds as the Association may establish may thereafter be disbursed at such time and in such manner as the Association shall determine.

Section 2. Right of Declarant to Dispose of Units: The provisions of Section 1 of this Article shall not be applicable to or binding upon the Declarant. Declarant shall have the right to dispose of Units by Land Contract or by such other form of installment sale as it may choose, and in the event that Declarant shall be forced to foreclose or otherwise recover possession of any Unit as the result of the default of a purchaser under such an installment sale, Declarant shall be free to dispose of any such Unit by any means whatsoever, free of any restrictions set forth in Section 1 of this Article. Nothing herein contained shall in anyway restrict Declarant's right to lease Units not otherwise disposed of.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Enforcement: The Association, any Unit Owner or the Declarant shall have the right to enforce, by any proceeding at law or in equity, all restrictions,

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conditions, covenants, restrictions, liens and charges now or thereafter imposed by the provisions of this Declaration and of any Supplementary Declarations. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendments: Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, and except as provided in Article XII herein, this Declaration may be amended by an affirmative vote of seventy-five (75%) of all votes entitled to be cast by members of the Association following the initial sale of all Units declared or annexed by Declarant or ten (10) years from the date that the first condominium Unit is conveyed by the Declarant, whichever shall first occur. Prior to such time the consent in writing of the Declarant, its successors and assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in the 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 Sauk County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his address on file with the Association.

Section 4. Registered Agent for Service of Process: The initial registered agent for service of process shall be Warren R. Schultz, Sr., Route 1, Wisconsin Dells, Wisconsin 53965. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds of Sauk County, Wisconsin.

IN WITNESS WHEREOF, HALE KAI, INC., a Wisconsin corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

HALE KAI, INC.

By: Warren R. Schultz, Sr. (SEAL)
Warren R. Schultz, Sr., President

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CORPORATE SEAL

Attest: Warren R. Schultz, Jr. (SEAL)
Warren R. Schultz, Jr., Secretary

AUTHENTICATION

Signatures authenticated this 14th day of
October, 1980.

Thomas C. Groeneweg
Thomas C. Groeneweg
Title: Member State Bar of Wisconsin

This instrument was drafted by:
Thomas C. Groeneweg
Quale, Hartmann, Bohl & Evenson
619 Oak Street
Baraboo, Wisconsin 53913

NO. 1

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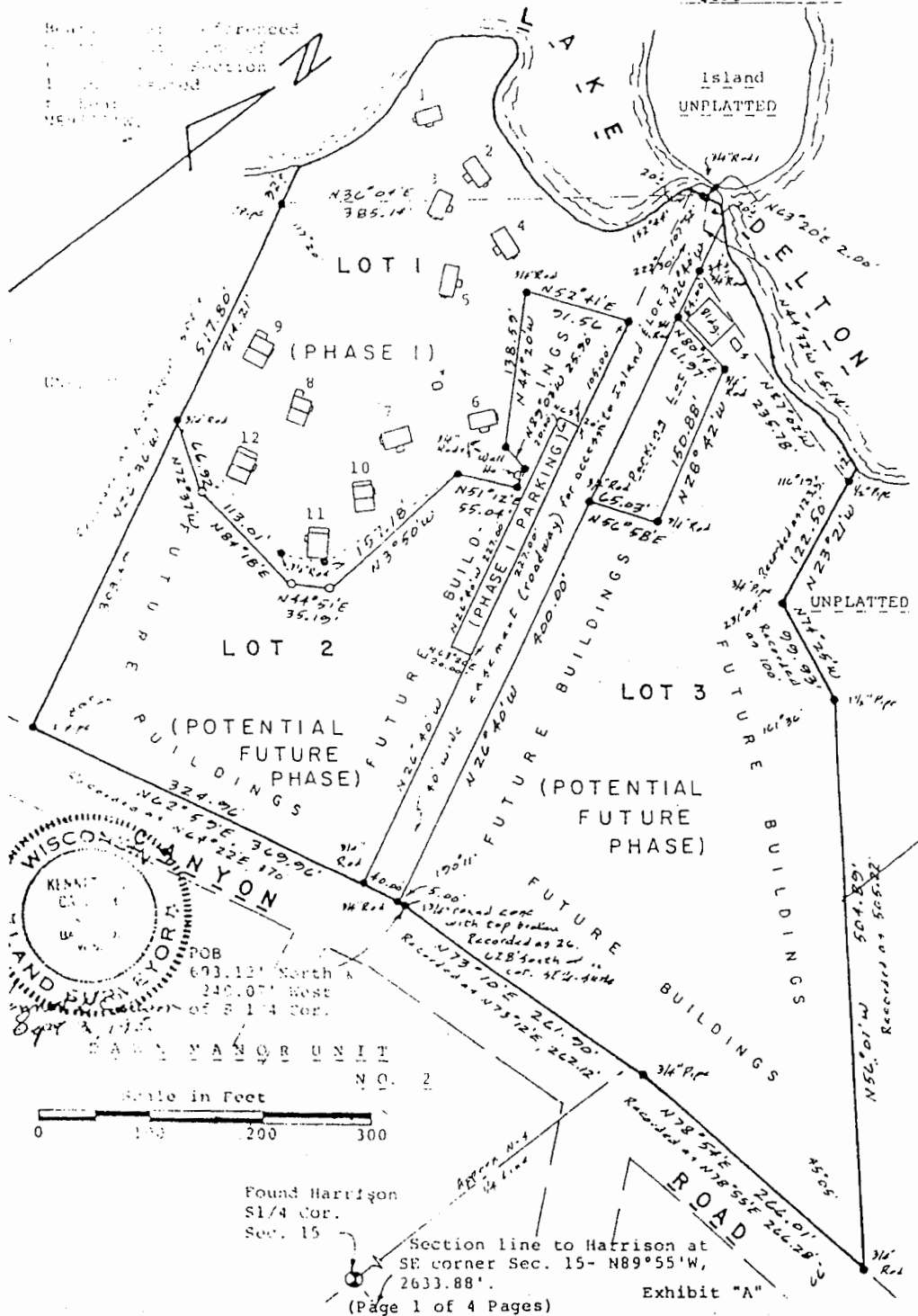
ISLAND POINTE BEACH CLUB CONDOMINIUM

I, Kenneth G. Carlson, registered land surveyor, hereby certify that this plat is a correct representation of the condominium described and the identification and location of each unit and the common elements can be determined from the plat including the 3 Floor Plan sheets.

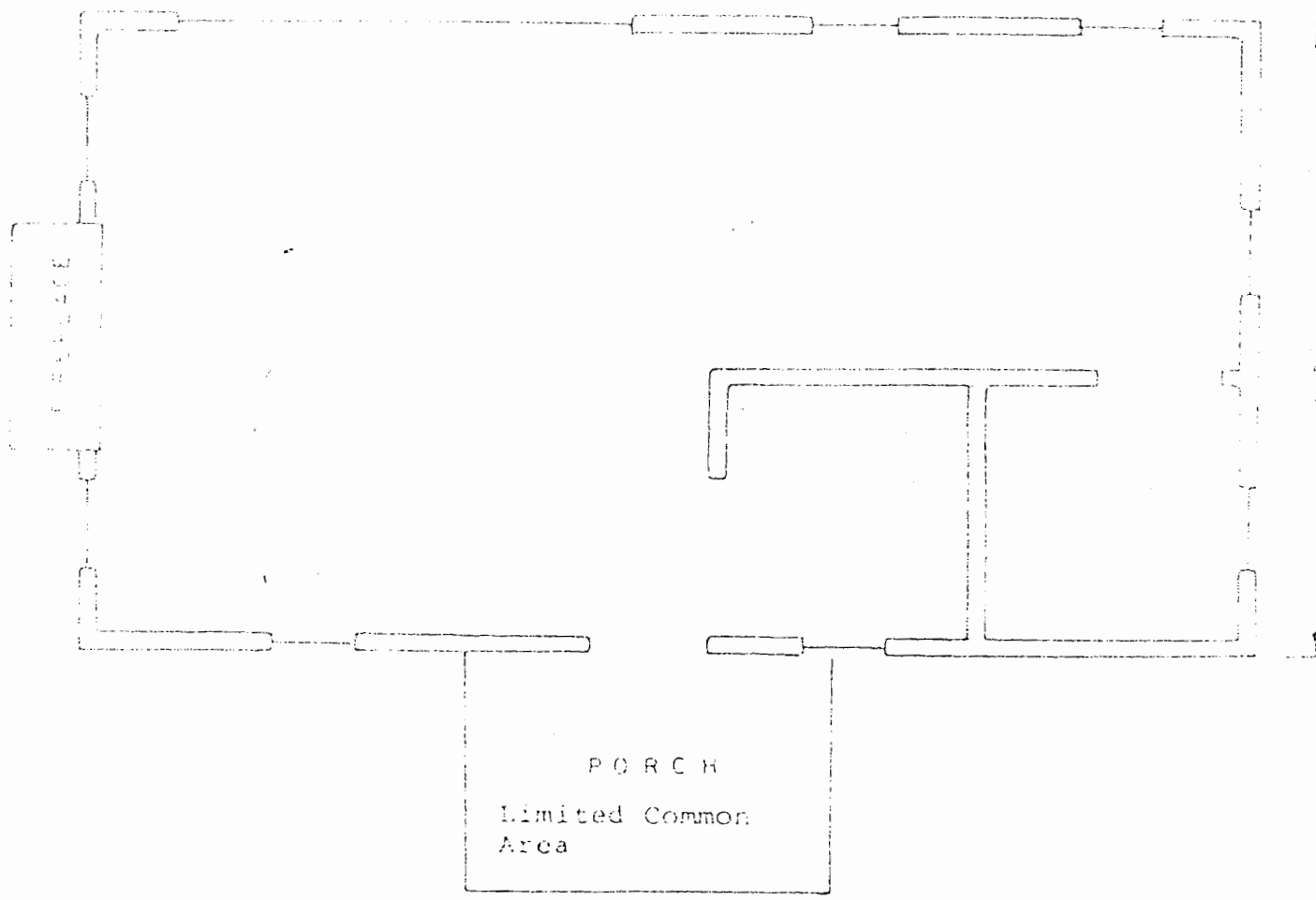
Oct 14, 1980

Kenneth G. Carlson

SANF COUNTY CERTIFIED SURVEY MAP NO. 1096

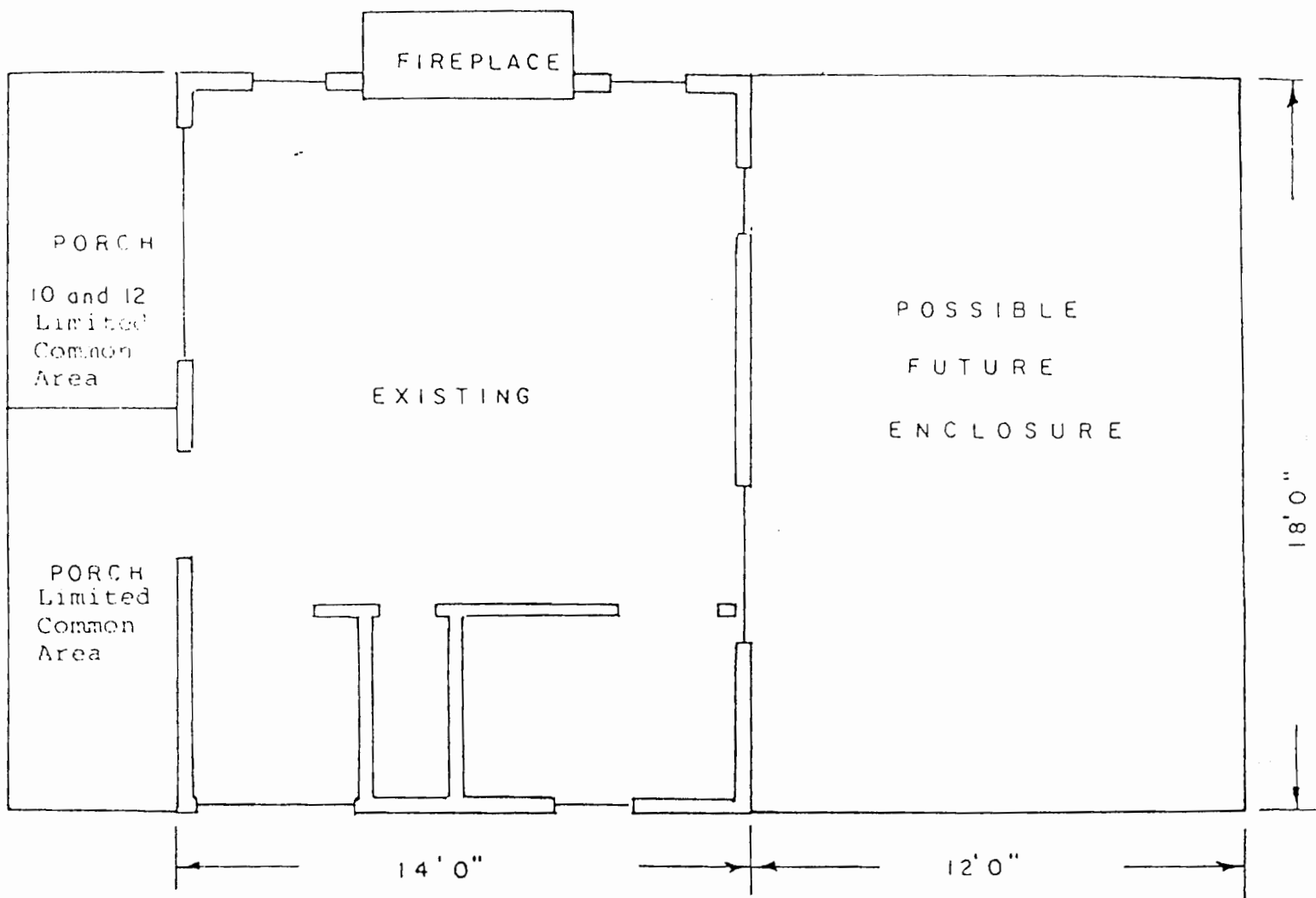


26'0"

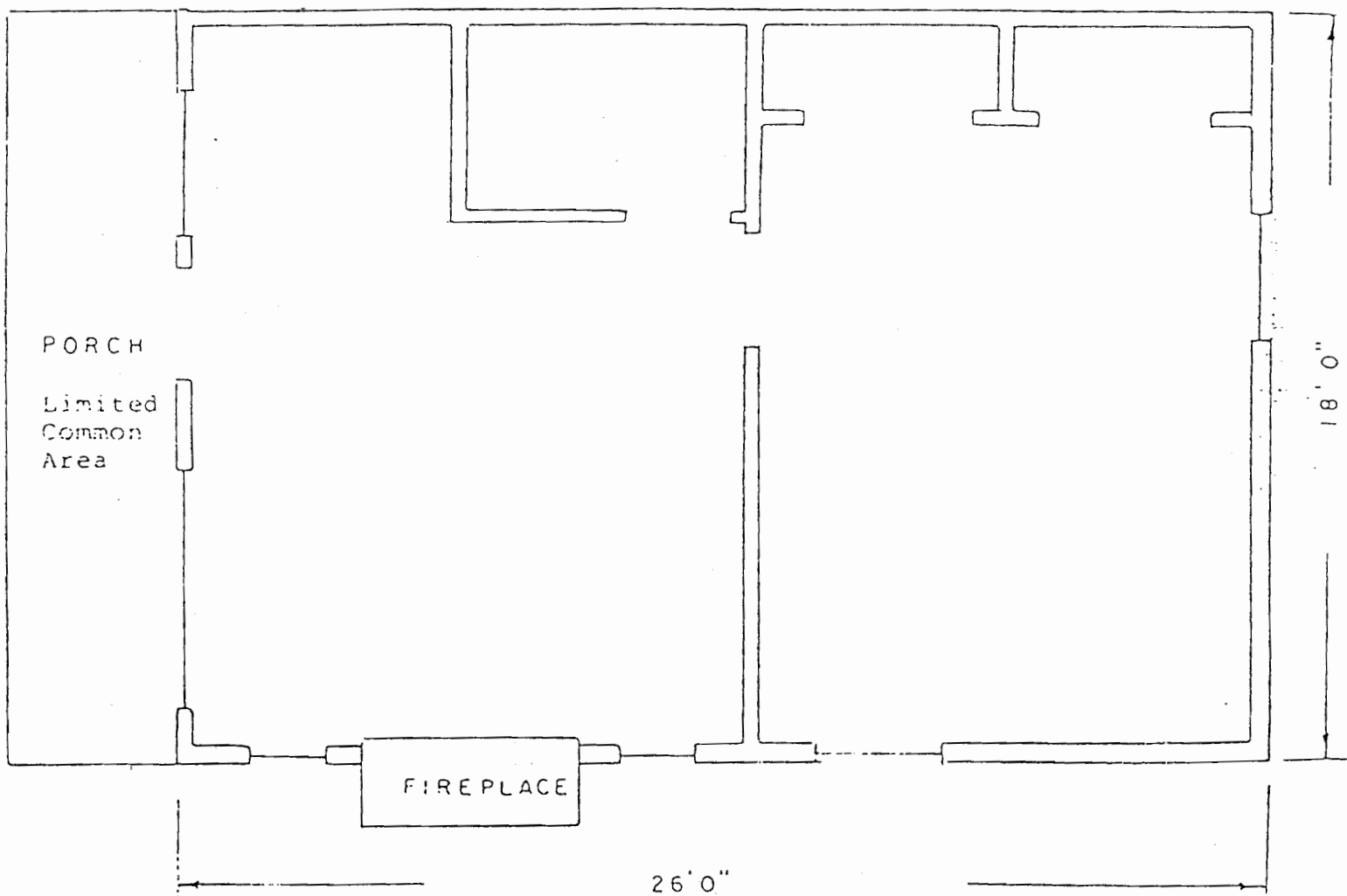


FLOOR PLAN
Units 1 thru 7 , 364 Square Feet
Floor plan may be reversed.

ISLAND POINTE BEACH CLUB CONDOMINIUM



ISLAND POINTE BEACH CLUB CONDOMINIUM



FLOOR PLAN
Unit 11 , 468 Square Feet

ISLAND POINTE BEACH CLUB CONDOMINIUM

FIRST AMENDMENT TO CONDOMINIUM DECLARATION
OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS

This First Amendment to the Condominium Declaration of Easements, Restrictions, Covenants and Conditions ("Declaration"), for ISLAND POINTE BEACH CLUB CONDOMINIUM, made this 20th day of March, 1981, by HALE KAI, INC., a Wisconsin corporation, hereinafter called Declarant,

WITNESSETH:

WHEREAS, Declarant has executed a Declaration for Island Pointe Beach Club Condominium and caused said Declaration to be recorded with the Register of Deeds for Sauk County, Wisconsin in Volume 1 of Condominiums, Pages 110-137, as Document #443385, and

WHEREAS, Declarant wishes to set forth with greater particularity the definition of a "Unit", and

WHEREAS, Declarant is presently the owner of all the units of Island Pointe Beach Club Condominium and accordingly has the power to amend the Declaration by an instrument signed by it in accordance with Article XIV, Section 3, of the Declaration and Section 703.09(2) of the Wisconsin Statutes;

NOW, THEREFORE, the Declarant amends the Declaration as follows:

The definition of "Unit" as set forth in Article I, **444271** Section 2 of the Declaration is amended to read as follows:

"Unit" means a part of the Condominium ~~intended for any type of independent use,~~ including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a building, the outer perimeters of which are formed by the exterior surfaces of the structure including but not limited to doors, windows, roofs, foundations and exterior walls.

REGISTER'S OFFICE
SAUK COUNTY, WIS.
RECEIVED FOR RECORD

MAR 24 1981

APPROX. 10 O'CLOCK *L* M, RECORDED IN
REF. *138* PAGE *138*
Robert J. Schuck REGISTER

G. N. B. & E 300

IN WITNESS WHEREOF, this First Amendment to the Declaration for Island Pointe Beach Club Condominium has been executed by

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Volume 1 Page 139

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the Declarant, owner of all the Units in the said Condominium,
on the day, month and year above written.

HALE KAI, INC.

By: Warren R. Schultz, Sr.
Warren R. Schultz, Sr., President

Attest:

Warren R. Schultz, Jr.
Warren R. Schultz, Jr., Secretary

AUTHENTICATION

Signatures authenticated this 20th day of March, 1981.

Thomas C. Groeneweg
Thomas C. Groeneweg
Title: Member State Bar of Wisconsin

This instrument was drafted by Thomas C. Groeneweg.

VOL 1 PAGE 380

454728

REGISTER'S OFFICE
SAUK COUNTY, WIS.
RECEIVED FOR RECORD

OCT 20 1982

ISLAND POINTE BEACH CLUB CONDOMINIUM

AT 9:40 O'CLOCK P.M., RECORDED IN
VOL. 1 OF CONDOMINIUMS ON PAGE 380
Robert J. Scheible, REGISTER
QABE 24

SECOND AMENDMENT TO CONDOMINIUM DECLARATION OF
EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS

This Second Amendment to the Condominium Declaration of Easements, Restrictions, Covenants and Conditions ("Declaration"), for ISLAND POINTE BEACH CLUB CONDOMINIUM, made this 12th day of October, 1982.

WITNESSETH:

WHEREAS, Declarant has executed a Declaration for Island Pointe Beach Club Condominium and caused said Declaration to be recorded with the Register of Deeds for Sauk County, Wisconsin in Volume 1 of Condominiums, Pages 110-137, as Document #443385, and

WHEREAS, the Declarant has executed a First Amendment to the Declaration and caused said Amendment to be recorded with the Register of Deeds for Sauk County, Wisconsin in Volume 1 of Condominiums, Pages 138-139, as Document #444271, and

WHEREAS, the undersigned, constituting all of the owners and the mortgagees of the condominium units, including the Declarant, desire that certain additional amendments be made to the Declaration pursuant to Article XIV, Section 3, of the Declaration and Section 703.09(2) of the Wisconsin Statutes;

NOW THEREFORE, the Declaration and condominium plat constituting Exhibit "A", which is attached hereto and made a part of this Declaration.

1. All references to Exhibit "A" in the Declaration shall now be deemed to refer to the amended condominium plat, a copy of which is attached hereto as Exhibit "A" which, by this reference thereto, is made a part hereof.

2. Article II, Section 3, of the Declaration is amended to provide in full as follows:

Section 3. Future Enclosures and Possible Future
Decks and Screened Porches.

In respect to Units 1 through 9, the Unit Owner, including the Declarant, may, at its or his own option and expense expand the constructed portion of the Unit by enclosing that portion of the Unit consisting of unimproved land and labeled "Possible Future Enclosure" in Exhibit "A".

In respect to Units 8-12, the Unit Owner, including the Declarant, may at its or his own option and expense construct a deck or screened porch within that portion of the Unit consisting of unimproved land and labeled "Possible Future Deck or Screened Porch" in Exhibit "A". The construction, design, color and materials of such enclosure, deck or screened porch, shall be compatible with the previously constructed portion of the Unit. No construction of the said enclosure, deck or screened porch, shall be commenced without necessary building permits and approval of the Architectural Control Committee in accord with the procedures established in Article VIII below. However, the Declarant shall not be required to obtain the approval of the Architectural Control Committee prior to the construction of any such enclosure or enclosures. In the event any such enclosure or enclosures shall take place, it shall not be necessary to amend said Exhibit "A" to reflect the change in status of that portion of the area depicted as for "Possible Future Enclosure" to being part of the total enclosed units, or the change in status of that portion of the area depicted as for "Possible Future Deck or Screened Porch" to a deck or screened porch. In the event of any construction pursuant to this Section, it shall be the responsibility of the Association to notify the insurer of such construction in accord with its obligation as set forth in Article X, Section 1.

3. Article IV, Section 2 of the Declaration is amended to provide in full as follows:

Section 2. Use of Units.

Each Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Unit for residential purposes shall not be considered to be a violation of this covenant. Notwithstanding the foregoing, nothing in this Declaration shall prohibit the Declarant from displaying an unsold unit as a "model" and sales office for marketing purposes.

With respect to those areas of Units 1 through 9 which are labeled as "Possible Future Enclosure" and those areas of Units 8-12 which are labeled as "Possible Future Deck or Screened Porch" in Exhibit "A", until such areas are enclosed, nothing shall be kept or stored on any part of such areas without the prior written consent of the Association nor shall such unimproved areas be altered, improved or the subject of any construction except for the enclosure of such area

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or the construction of such deck or screened porch in accord with the provisions of Article II, Section 3. With respect to such deck or screened porch, nothing shall be stored thereon except those furnishing normally associated with the use and enjoyment of such deck or screened porch. Furthermore, such furnishings must be approved by the Architectural Control Committee prior to placement on the deck or screened porch. As to any item or items placed on such deck or screened porch without the approval of the said Committee or not properly maintained in accord with standards of said committee, the Association shall have the right to enter the deck or screened porch and effect removal of such items or items. The Unit Owner shall be notified by notice mailed to the last address furnished by the owner to the Association and shall have the right to re-claim such item or items within thirty (30) days from the mailing of such notice by paying all removal and storage costs. If the owner does not re-claim such item or items within the said thirty (30) day period, the Association shall have the right to dispose of such item or items in whatever manner and on whatever terms it deems appropriate.

IN WITNESS WHEREOF, the following parties, constituting the Declarant, along with all of the owners of the condominium units, and their mortgagees, have executed this Amendment on the day and year first above written and consent to all the terms and provisions thereof.

HALE KAI, INC.,
a Wisconsin corporation
Owners of Units 1, 3, 4, 5, 6, 8 and 9

By: Warren R. Schultz
Warren R. Schultz, Sr.,
President

Richard A. Allen
Richard A. Allen

By: Warren R. Schultz, Jr.
Warren R. Schultz, Jr.,
Secretary

Nancy L. Allen
Nancy L. Allen
Owners of Unit #2

R. Warren Burns
R. Warren Burns

Paul R. Siegert
Paul R. Siegert

Judy A. Burns
Judy A. Burns
Owners of Unit #7

Marilyn M. Siegert
Marilyn M. Siegert
Owners of Unit #10

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Shirley J. Miller
Shirley J. Miller
Owner of Unit #11

Ricardo R. Farias
Ricardo R. Farias
Owner of Unit #12

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

I HEREBY CERTIFY that on this 21st day of August, 1982, before me personally appeared Warren R. Schultz, Sr., President and Warren R. Schultz, Jr., Secretary respectively of HALE KAI, INC., a Wisconsin corporation, to me known to be the persons who executed the foregoing instrument, and to me known, to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

David L. Schultz
Notary Public

My Commission Expires:

5-7-83

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 21st day of August, 1982, before me the undersigned Notary Public in and for said County and State, personally appeared Richard A. Allen and Nancy L. Allen, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Warren R. Schultz
Notary Public

My Commission Expires:

10-20-85

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 21st day of August, 1982, before me the undersigned Notary Public in and for said County and State, personally appeared R. Warren Burns and Judy A. Burns, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Marion R. Ahlberg

Notary Public

My Commission Expires:

10-20-85

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 21st day of August, 1982, before me the undersigned Notary Public in and for said County and State, personally appeared Paul R. Siegert and Marilyn M. Siegert, his wife, known to be to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Marion R. Ahlberg

Notary Public

My Commission Expires:

10-20-85

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 21st day of August, 1982, before me the undersigned Notary Public in and for said County and State, personally appeared Shirley J. Miller, known to me to be the person whose name is subscribed in the within instrument and acknowledged that she executed

Murray R. McIntosh
Notary Public 3

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

Warren R. Roberts
Notary Public

WISCONSIN SAVINGS ASSOCIATION, a Wisconsin savings and loan association, being the mortgagee of Unit 7 and 12 in the above condominium, hereby consents to the execution and recordation of the above Second Amendment to the Declaration for said condominium and to all the terms and provisions thereof.

WISCONSIN SAVINGS ASSOCIATION,
a savings and loan association.

By :

By:

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

Theresa R. Blumley
Notary Public

This instrument was drafted by: Thomas C. Groeneweg
Quale, Hartmann, Bohl & Evenson
619 Oak Street
Baraboo, Wis. 53913

ISLAND POINTE BEACH CLUB CONDOMINIUM

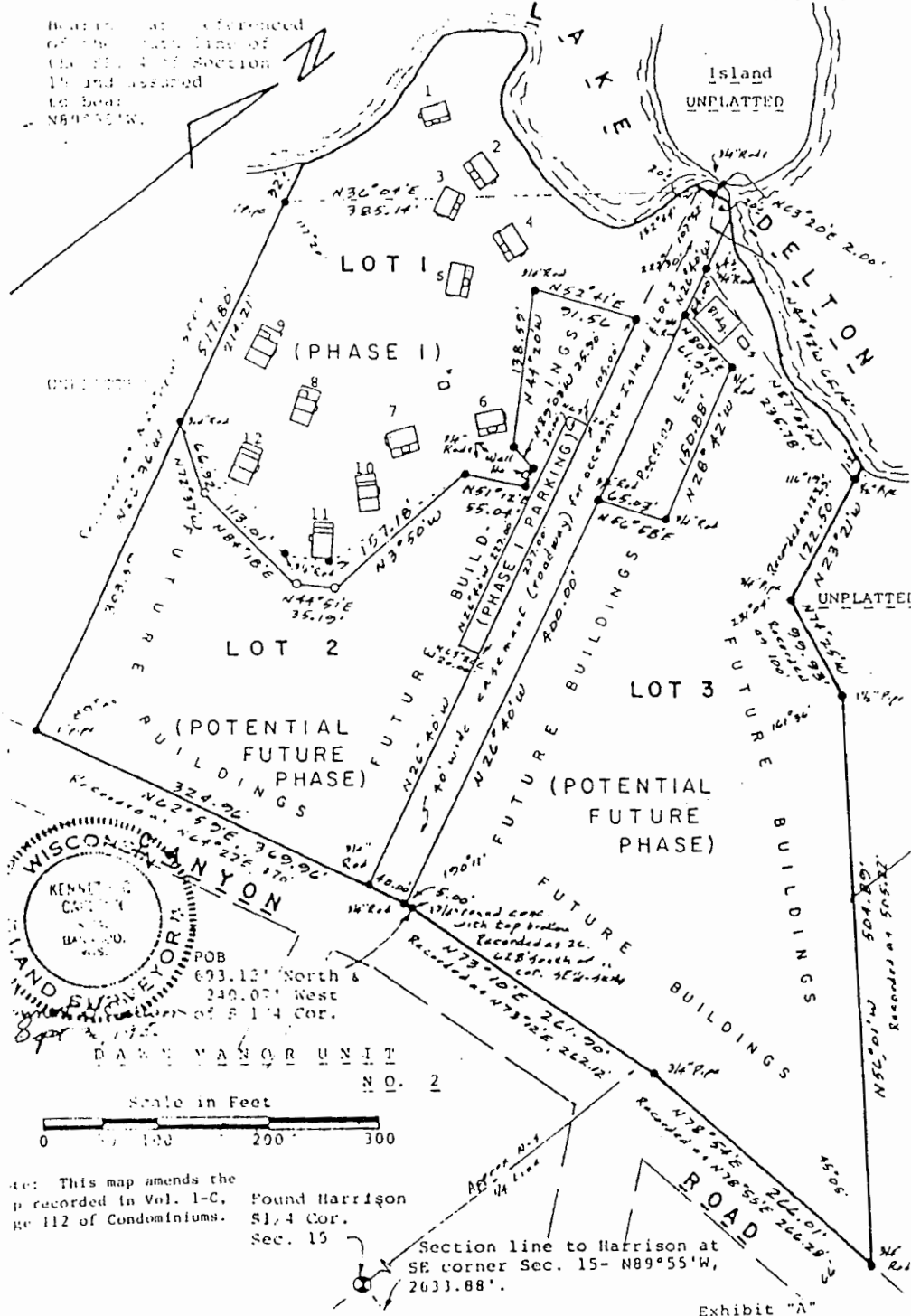
Vol 1 18886

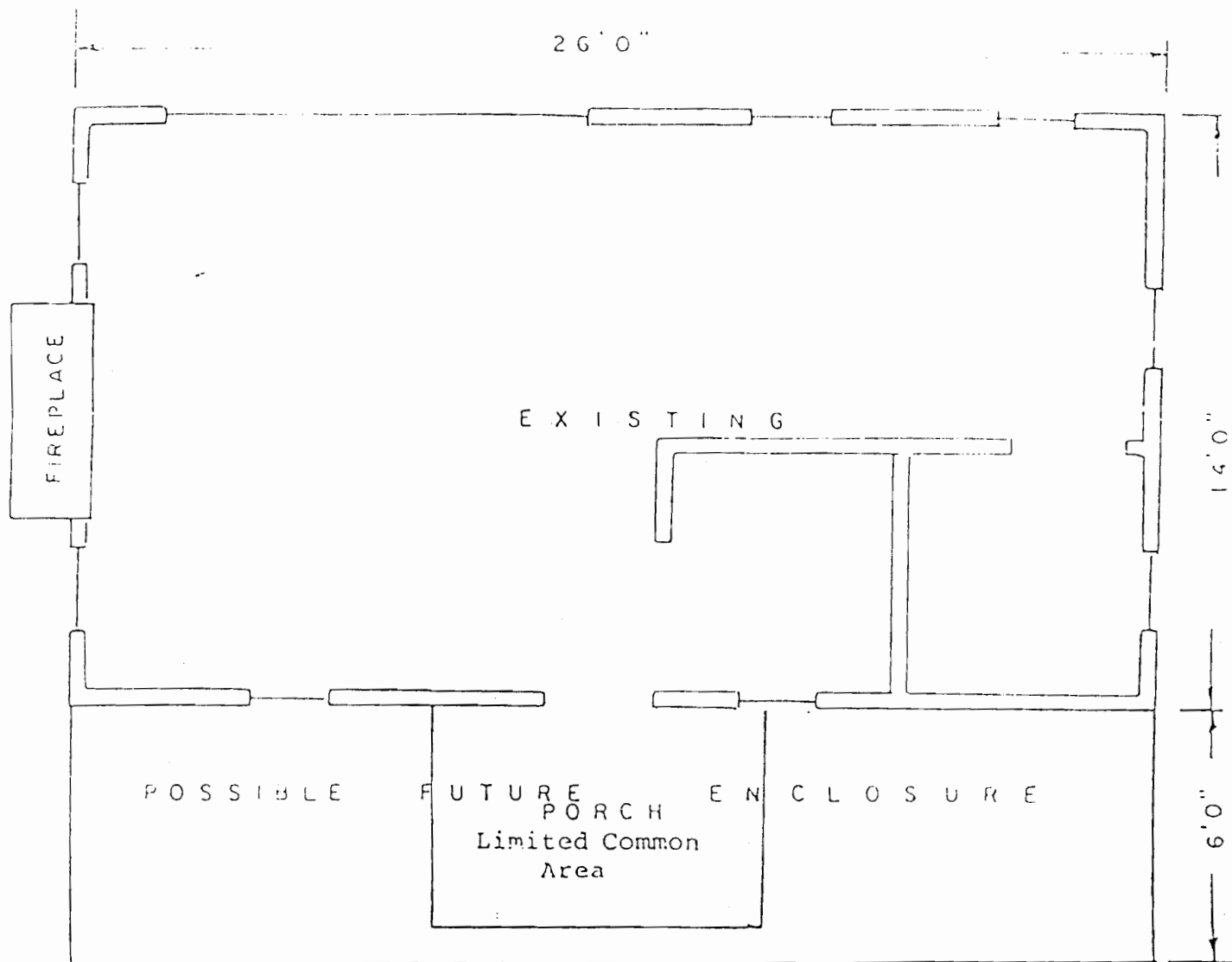
I, Kenneth G. Carlson, registered land surveyor, hereby certify that this plat is a correct representation of the condominium described and the identification and location of each unit and the common elements can be determined from the plat including the 4 Floor Plan sheets.

Aug 18, 1982

Kenneth G. Carlson

SAKE COUNTY CERTIFIED SURVEY MAP NO. 1096



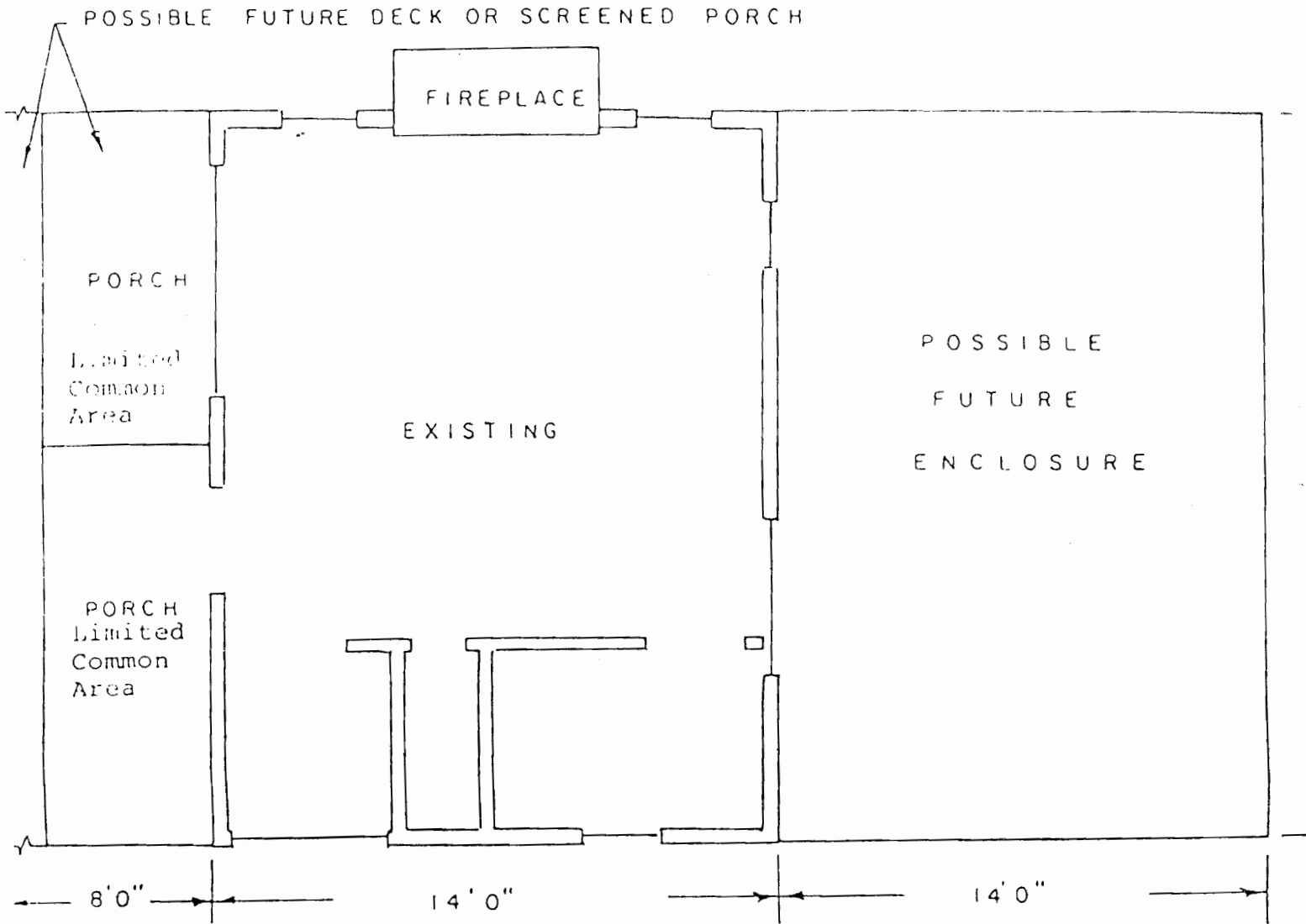


FLOOR PLAN

Units 1 thru 7 . Existing 364 Square Feet
 Future 156 Square Feet Max.

Existing floor plan may be reversed.

ISLAND POINTE BEACH CLUB CONDOMINIUM



FLOOR PLAN

Units 8,9 , Existing 252 Square Feet
Future 252 Square Feet

Existing floor plan may be reversed.

13
Volume 1 Page 526

463063

REGISTER'S OFFICE
SAUK COUNTY, WIS.
RECEIVED FOR RECORD

OCT 28 1983

ISLAND POINTE BEACH CLUB CONDOMINIUM

AT 1:20 O'CLOCK P.M. RECORDED IN
VOL. 1 OF CONDO. ON PAGE 526
Robert + Liberty REGISTER

THIRD AMENDMENT TO CONDOMINIUM DECLARATION OF
EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS

Q14B E 30

This Third Amendment to the Condominium Declaration of Easements, Restrictions, Covenants and Conditions ("Declaration"), for ISLAND POINTE BEACH CLUB CONDOMINIUM, made this 3rd day of September, 1983.

WITNESSETH:

WHEREAS, Declarant has executed a Declaration for Island Pointe Beach Club Condominium and caused said Declaration to be recorded with the Register of Deeds for Sauk County, Wisconsin in Volume 1 of Condominiums, Pages 110-137, as Document #443385, and

WHEREAS, the Declarant has executed a First Amendment to the Declaration and caused said Amendment to be recorded with the Register of Deeds for Sauk County, Wisconsin in Volume 1 of Condominiums, Pages 138-139, as Document #44271, and

WHEREAS, the Declarant and all of the other owners have executed a Second Amendment to the Declaration and caused said Amendment to be recorded with the Register of Deeds for Sauk County, Wisconsin, in Volume 1 of Condominiums, Page 380-385, as Document #454728, and

WHEREAS, the undersigned, constituting all of the owners and the mortgagees of the condominium units, including the Declarant, desire that certain additional amendments be made to the Declaration pursuant to Article XIV, Section 3, of the Declaration and Section 703.09(2) of the Wisconsin Statutes;

NOW, THEREFORE, the Declaration and condominium plat constituting Exhibit "A", which is attached hereto and made a part of this Declaration.

1. All references to Exhibit "A" in the Declaration shall now be deemed to refer to the latest amended condominium plat, a copy of which is attached hereto as Exhibit "A" which, by reference thereto, is made a part hereof.

2. Article II, Section 3, of the Declaration is amended to provide in full as follows:

Section 3. Possible Future Enclosures and Possible Future Decks and Screened Porches.

In respect to Units 1 through 12, the Unit Owner, including the Declarant, may, at its, his or her own option and expense expand the constructed portion of the Unit by enclosing that portion of the Unit

-2-

sisting of unimproved land and labeled "Possible Future Enclosure" in Exhibit "A". In respect to Units 8-12, the Unit Owner, including the Declarant, may at its, his or her own option and expense construct a deck or porch within that portion of the Unit consisting of unimproved land and labeled "Possible Future Deck or Screened Porch" in Exhibit "A". In respect to Units 1-7, the Unit Owner, including the Declarant, may at its, his or her own option and expense construct a deck within that portion of the Unit consisting of unimproved land and labeled "Possible Future Deck" in Exhibit "A". The construction, design, color and materials of such enclosure, deck or screened porch, shall be compatible with the previously constructed portion of the Unit. No construction of the said enclosure, deck or screened porch, shall be commenced without necessary building permits and approval of the Architectural Control Committee prior to the construction of any such enclosure, deck or screened porch. In the event any such enclosure, deck or screened porch shall be constructed, it shall not be necessary to amend said Exhibit "A" to reflect the change in status of that portion of the area depicted as for "Possible Future Enclosure" to being part of the total enclosed units, the change in status of that portion of the area depicted as for "Possible Future Deck or Screened Porch" to a deck or screened porch or the change in status of that portion of the area depicted as for "Possible Future Deck" to a deck. In the event of any construction pursuant to this Section, it shall be the responsibility of the Association to notify the insurer of such construction in accord with its obligation as set forth in Article X, Section 1.

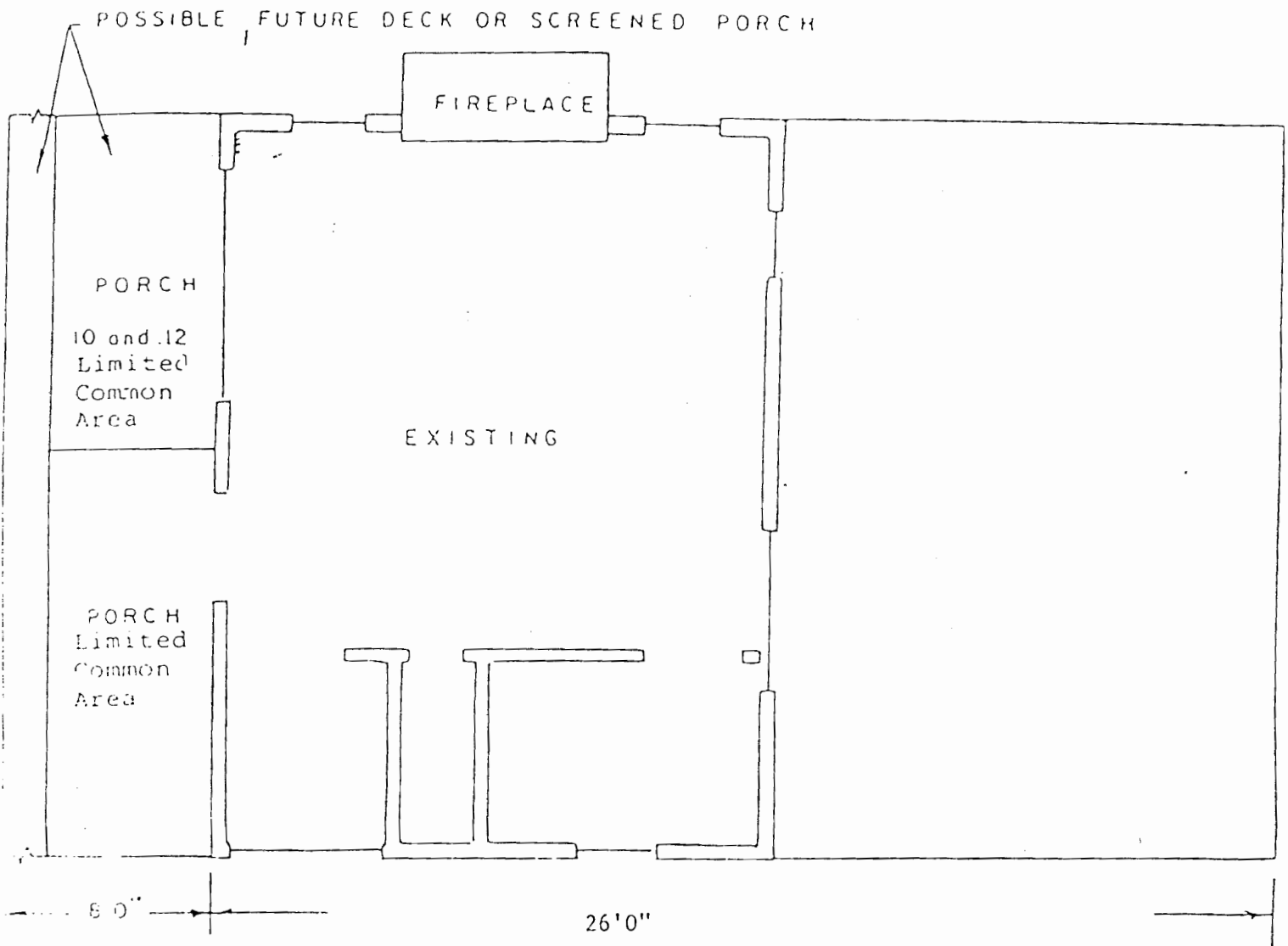
3. Article IV, Section 2 of the Declaration is amended to provide in full as follows:

Section 2. Use of Units.

Each Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Unit for residential purposes shall not be considered to be a violation of this covenant. Notwithstanding the foregoing, nothing in this Declaration shall prohibit the Declarant from displaying an unsold unit as a "model" and sales office for marketing purposes.

With respect to those areas of Units 1 through 12 which are labeled as "Possible Future Enclosure", those areas of Units 8-12 which are labeled as "Possible Future Deck or Screened Porch" and those areas of Units 1-7

ISLAND POINTE BEACH CLUB CONDOMINIUM



FLOOR PLAN

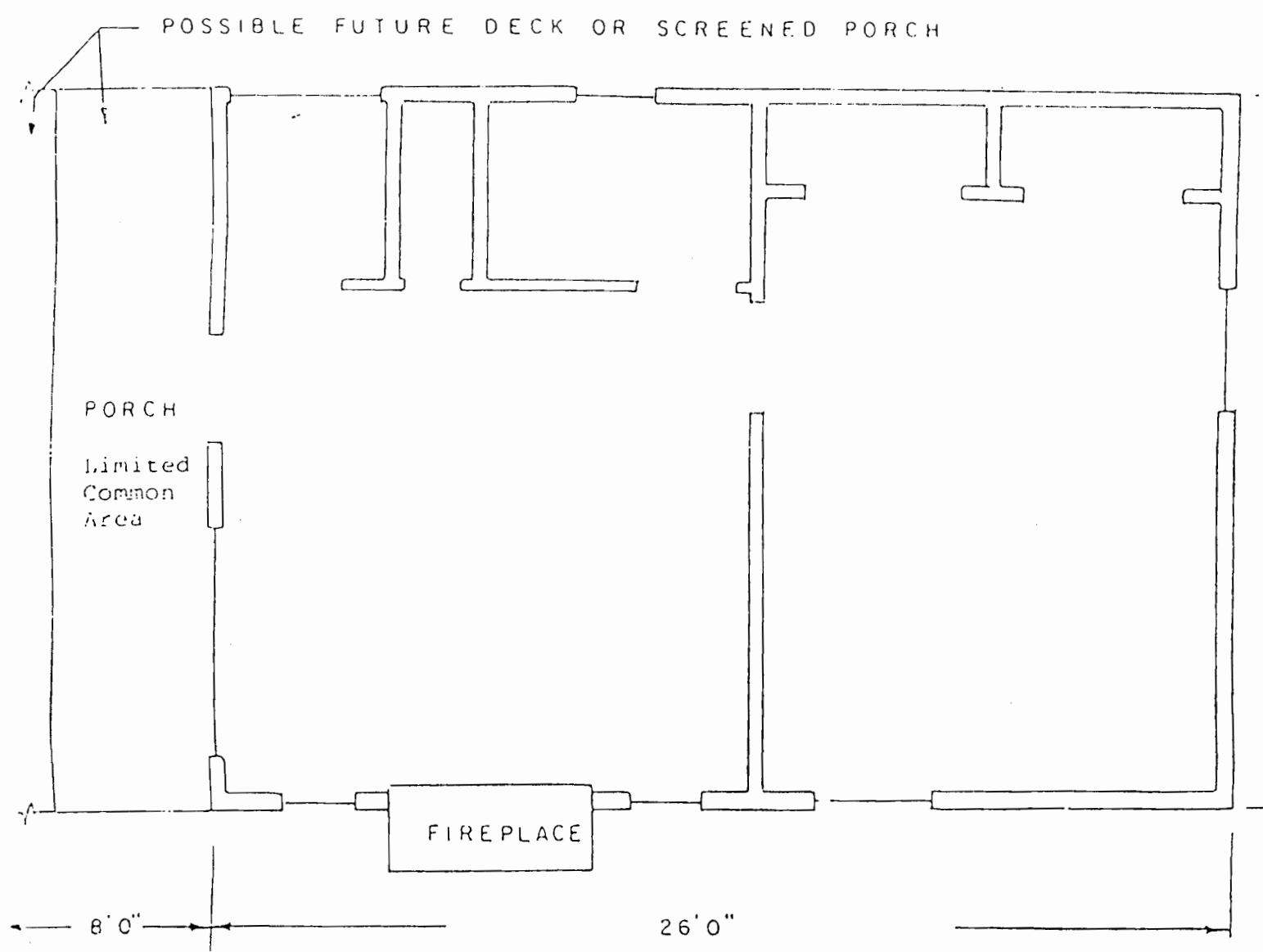
UNITS 10 and 12

468 square feet

44

SVCL 1 390

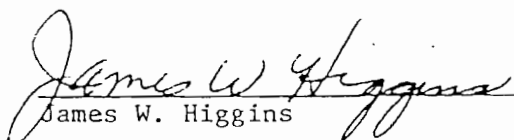
ISLAND POINTE BEACH CLUB CONDOMINIUM

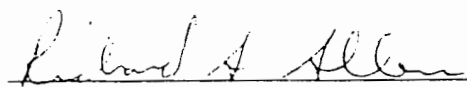


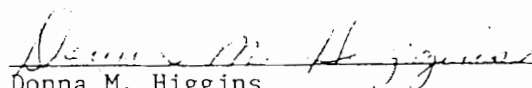
FLOOR PLAN
Unit 11 , 468 Square Feet

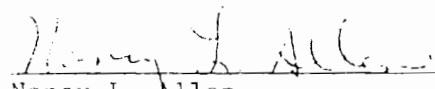
which are labeled as "Possible Future Deck" in Exhibit "A", until such areas are enclosed or constructed, nothing shall be kept or stored on any part of such areas without the prior written consent of the Association nor shall such unimproved areas be altered, improved or the subject of any construction except for the enclosure of such area or the construction of such deck or screened porch in accord with the provisions of Article II, Section 3. With respect to such deck or screened porch, nothing shall be stored thereon except those furnishings normally associated with the use and enjoyment of such deck or screened porch. Furthermore, such furnishings must be approved by the Architectural Control Committee prior to placement on the deck or screened porch. As to any item or items placed on such deck or screened porch without the approval of the said Committee or not properly maintained in accord with standards of said committee, the Association shall have the right to enter the deck or screened porch and effect removal of such item or items. The Unit Owner shall be notified by notice mailed to the last address furnished by the owner to the Association and shall have the right to reclaim such item or items within thirty (30) days from the mailing of such notice by paying all removal and storage costs. If the owner does not reclaim such item or items within the said thirty (30) day period, the Association shall have the right to dispose of such item or items in whatever manner and on whatever terms it deems appropriate.

IN WITNESS WHEREOF, the following parties constituting the Declarant, along with all of the owners of the condominium units, and their mortgages, have executed this Amendment on the day and year first above written and consent to all the terms and provisions thereof. Except as provided above, the Declaration and all prior amendments thereto shall remain in full force and effect. Furthermore, this amendment shall not be deemed to alter the expansion rights of the Declarant as provided for in said Declaration, which rights and all powers of attorney related thereto granted by the undersigned, shall remain effective until ten (10) years from the date of recording of the original Declaration pursuant to Article XII of said Declaration.


James W. Higgins


Richard A. Allen


Donna M. Higgins
Owner of Unit #1


Nancy L. Allen
Owner of Unit #2

-4-

Kenneth L. Fellersen
Kenneth L. Fellersen

Kathryn E. Fellersen
Kathryn E. Fellersen
Owners of Unit #3

David R. Sullivan
David R. Sullivan

Susan A. Sullivan
Susan A. Sullivan
Owners of Unit #5

R. Warren Burns
R. Warren Burns

Judy A. Burns
Judy A. Burns
Owners of Unit #7

Robert D. Bowman
Robert D. Bowman

Margaret E. B. Bowman
Margaret E. B. Bowman
Owners of Unit #9

Shirley J. Miller
Shirley J. Miller
Owner of Unit #11

Jacob J. Prater
Jacob J. Prater

Gloria A. Prater
Gloria A. Prater
Owners of Unit #4

Donn Dolby
Donn Dolby

Alice Dolby
Alice Dolby
Owners of Unit #6

Wayne A. Lembke
Wayne A. Lembke

Carrie L. Lembke
Carrie L. Lembke
Owners of Unit #8

Paul R. Siegert
Paul R. Siegert

Marilyn M. Siegert
Marilyn M. Siegert
Owners of Unit #10

Ricardo R. Farias
Ricardo R. Farias
Owner of Unit #12

Marshall Belmont
Notary Public

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 3rd day of Sept., 1983, before me the undersigned Notary Public in and for said County and State, personally appeared Jacob J. Prater and Gloria A. Prater, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Marion R. Belushy
Notary Public

My Commission Expires:

10/20/85

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 3rd day of Sept., 1983, before me the undersigned Notary Public in and for said County and State, personally appeared ~~David R. Sullivan~~ and Susan A. Sullivan, ~~his~~ wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that ~~they~~ executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Marion R. Belushy
Notary Public

My Commission Expires:

10/20/85

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 3rd day of Sept., 1983, before me the undersigned Notary Public in and for said County and State, personally appeared Donn Dolby and Alice Dolby, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Marion R. Belushy
Notary Public

My Commission Expires:

Marion R. Schultz
Notary Public

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Volume 1 Page 533

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STATE OF WISCONSIN)

) SS

COUNTY OF SAUK)

On this 3rd day of Sept, 1983, before me the undersigned Notary Public in and for said County and State, personally appeared Paul R. Siegert and Marilyn M. Siegert, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Warren R. Schultz
Notary Public

My Commission Expires:

10/20/85

STATE OF WISCONSIN)

) SS

COUNTY OF SAUK)

On this 3rd day of Sept, 1983, before me the undersigned Notary Public in and for said County and State, personally appeared Shirley J. Miller, known to me to be the person whose name is subscribed in the within instrument and acknowledged that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Warren R. Schultz
Notary Public

My Commission Expires:

10/20/85

By: [Signature]

Attest: Masson R. R. R. R. R.

Warren R. Schultz
Notary Public

10/20/83

By: Warren B. McIntyre, Pres.

Attest: Mary E. Marsick

Attorney Thomas C. Groeneweg
Quale, Hartmann, Bohl & Evenson
619 Oak Street
Baraboo, Wis. 53003

Aug 1, 1983

Referenced line of Section 15

Island UNPLATTED

LOT 1

(PHASE I)

LOT 2

(POTENTIAL FUTURE BUILDINGS)

LOT 3

(POTENTIAL FUTURE BUILDINGS)

FUTURE BUILDINGS

FUTURE BUILDINGS

WISCONSIN CANYON

POB 693.12' North & 246.07' West of S 1/4 Cor.

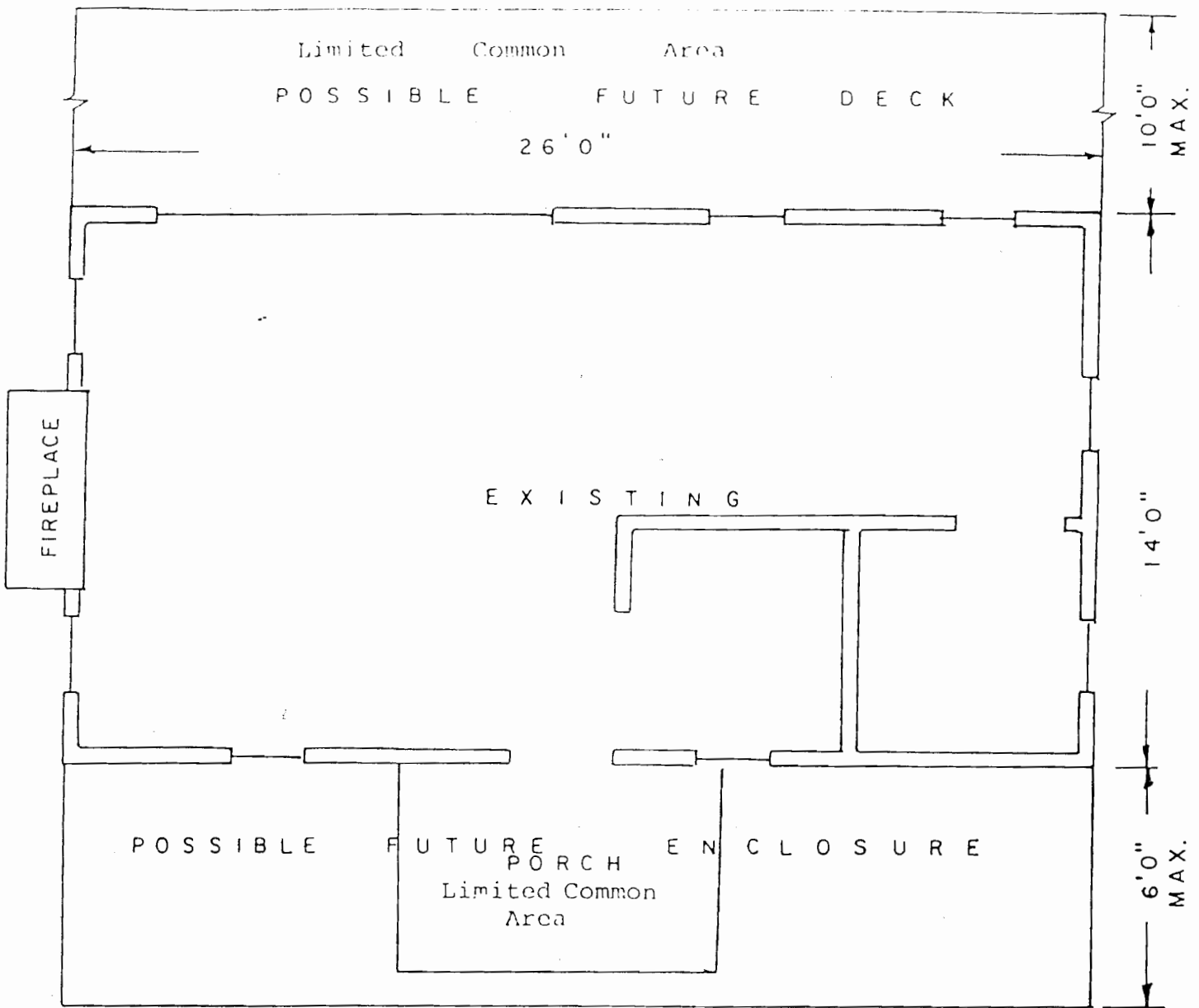
Found Harrison S 1/4 Cor. Sec. 15

Section line to Harrison at SE corner Sec. 15- N89°55'W, 2633.88'

EXHIBIT "A"

Volume 1 Page 536

ISLAND POINTE BEACH CLUB CONDOMINIUM



FLOOR PLAN

Units 1 thru 7 , Existing 364 Square Feet
Future 156 Square Feet Max.

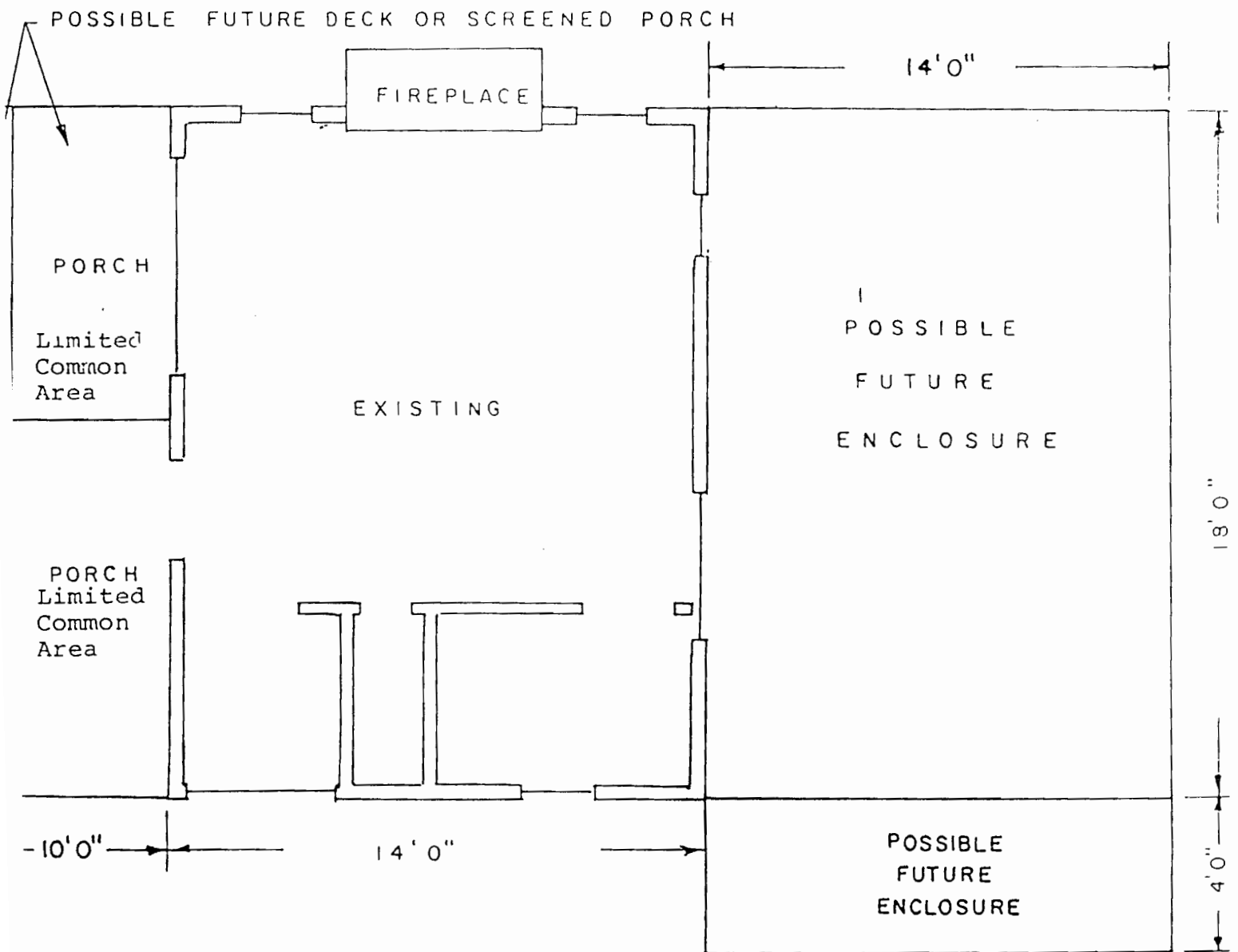
Existing floor plan may be reversed.

Revised April 26, 1983

56

Volume 1 Page 337

ISALND POINTE BEACH CLUB CONDOMINIUM

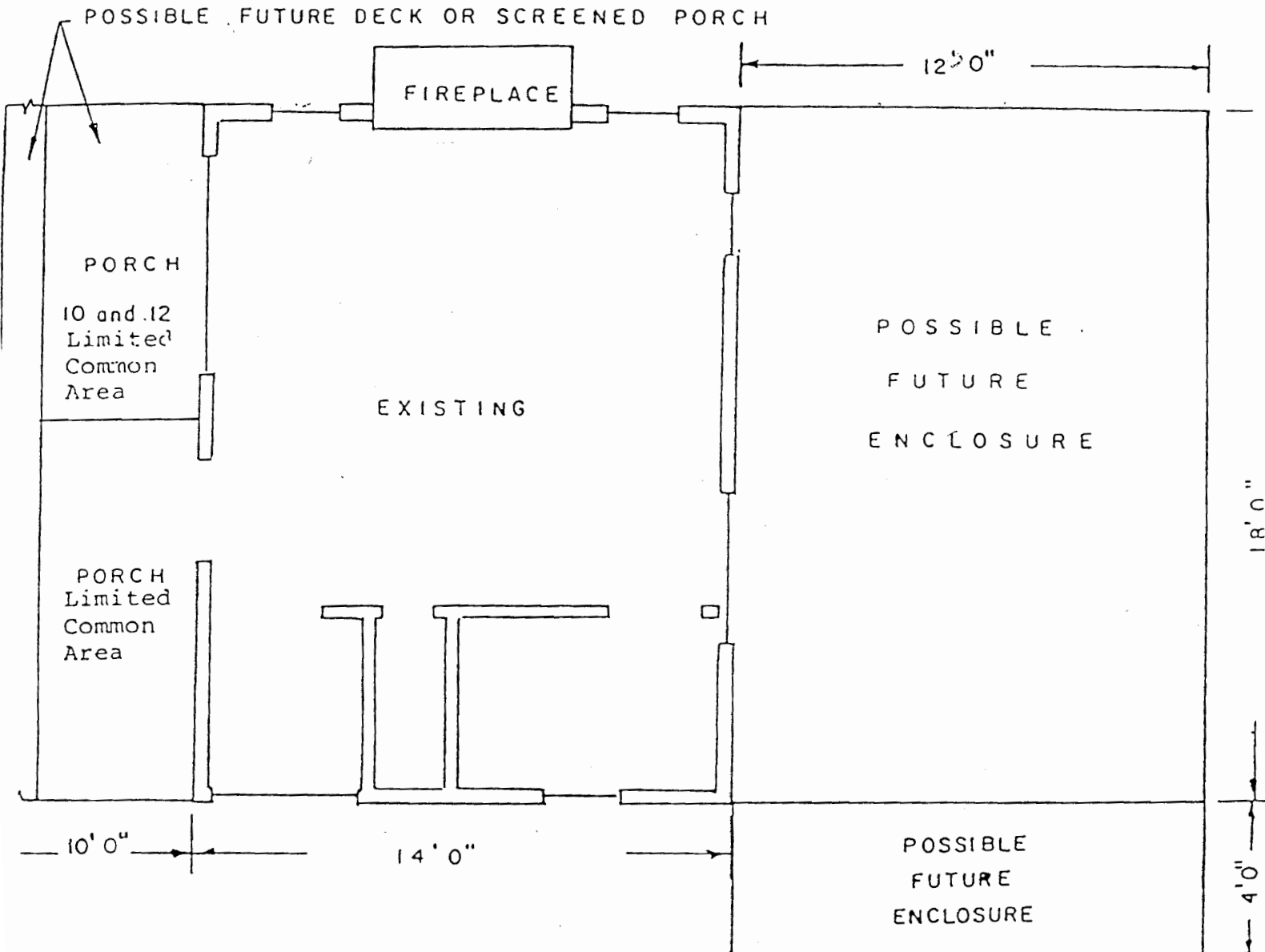


FLOOR PLAN

Units 8,9 , Existing 252 Square Feet
Future 308 Square Feet

Existing floor plan may be reversed.

ISLAND POINTE BEACH CLUB CONDOMINIUM

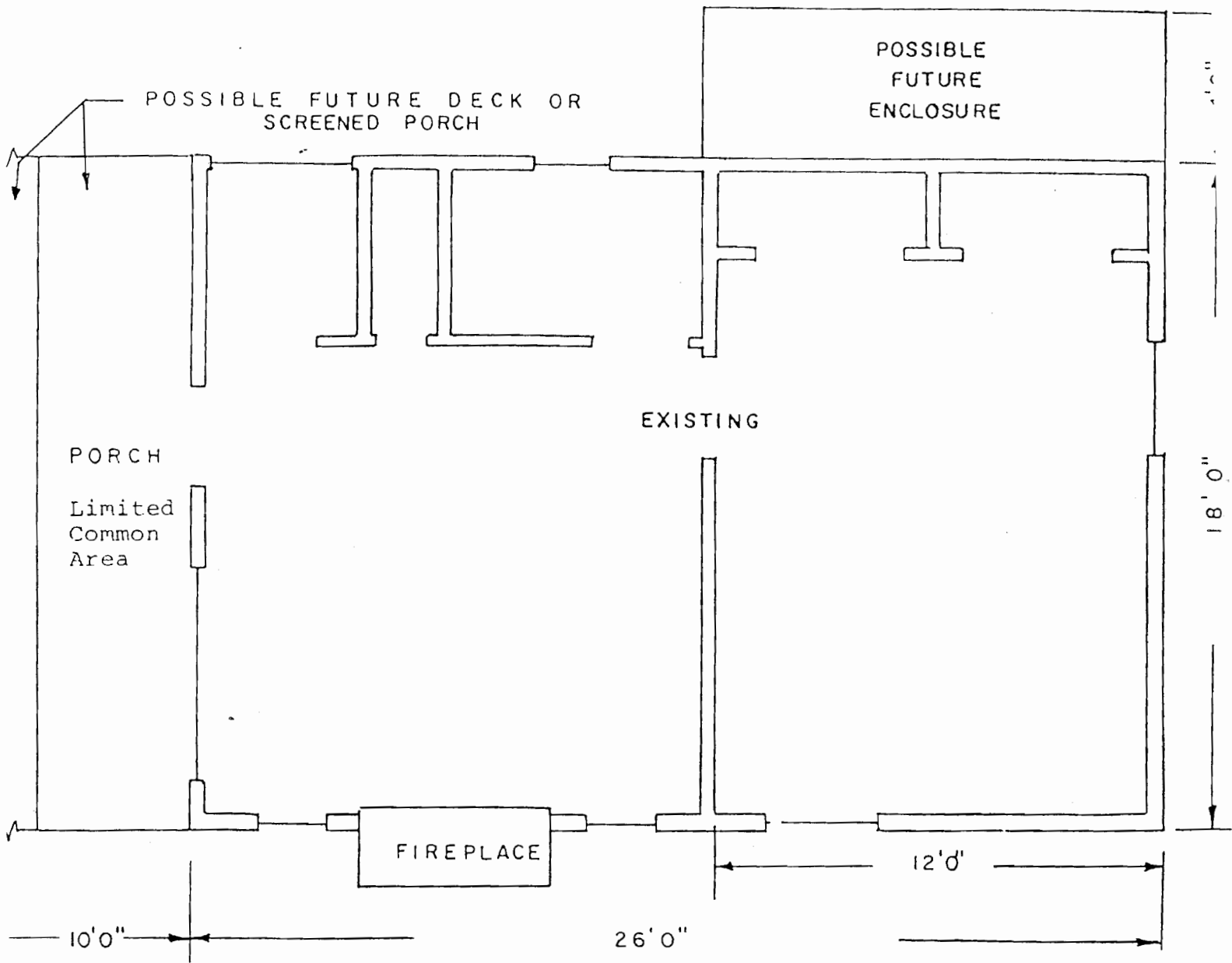


FLOOR PLAN

Units 10, 12 , Existing 252 Square Feet
Future 264 Square Feet

Existing floor plan may be reversed.

ISLAND POINTE BEACH CLUB CONDOMINIUM



FLOOR PLAN
Unit 11 , Existing 468 Square Feet,
Future 48 Square Feet.

REGISTER'S OFFICE
SAUK COUNTY, WIS.
RECEIVED FOR RECORD

464265

DEC 20 1983

ISLAND POINTE BEACH CLUB CONDOMINIUM

AT 2:25 O'CLOCK P.M. RECORDED IN
VOL. 1 OF RECORDS BY PAGE 540..
Robert J. Schmidt... REGISTER
By [Signature] Deputy 260

FOURTH AMENDMENT AND FIRST SUPPLEMENT TO CONDOMINIUM DECLARATION
OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS

This Fourth Amendment and First Supplement to the Condominium Declaration of Easements, Restrictions, Covenants and Declarations ("Declaration"), for ISLAND POINTE BEACH CLUB CONDOMINIUM, made this 19th day of December, 1983.

1. STATEMENT OF DECLARATION.

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of ISLAND POINTE BEACH CLUB CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of the Wisconsin Statutes.

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for ISLAND POINTE BEACH CLUB CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of ISLAND POINTE BEACH CLUB CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for ISLAND POINTE BEACH CLUB CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declaration, successors and assigns, and to all parties hereafter having any interest in the Property.

2. LEGAL DESCRIPTION.

The real estate described hereinafter, also described as Phase II in the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to ISLAND POINTE BEACH CLUB CONDOMINIUM and subjected to the provisions of the Declaration. The buildings and units constructed or to be constructed are more fully described in the site plan and building and floor plans as a part of the Condominium Plat depicting the layout, location, perimeters, unit numbers and approximate dimensions of the buildings and units which is

attached hereto and labeled as Exhibit "A". The additional real estate subjected to the provisions of the Declaration hereby is described as follows:

Lot Two (2) of Sauk County Certified Survey No. 1096 as recorded in the Office of the Register of Deeds for Sauk County, Wisconsin, in Volume 5 of Certified Surveys, on page 1096, as Document No. 441309.

3. EFFECT OF ANNEXATION AND AMENDMENT.

By this Amendment to the Declaration, eleven (11) condominium units are annexed and added to the ISLAND POINTE BEACH CLUB CONDOMINIUM and subjected to the Declaration.

By reason of this Supplement, Amendment and the annexation of the said eleven (11) additional units to ISLAND POINTE BEACH CLUB CONDOMINIUM:

a. As of the effective date hereof, there are twenty-three (23) condominium units.

b. As of the effective date hereof, each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to the Declaration in Phase I and II and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number twenty-three (23) until Units in a subsequent phase or phases are annexed to the Declaration as provided in Article XII of said Declaration.

c. As of the effective date hereof, every Unit Owner in both Phase I and Phase II of ISLAND POINTE BEACH CLUB CONDOMINIUM shall be entitled and required to be a member of the Association and shall have those Voting Rights as defined in Article V of the Declaration.

4. The effective date of this Supplement and Amendment shall be the date it is recorded in the Office of the Register of Deeds for Sauk County, Wisconsin.

5. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-laws of the ISLAND POINTE OWNERS ASSOCIATION, INC., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to ISLAND POINTE BEACH CLUB CONDOMINIUM. In addition, the following restrictions shall be applicable to Phase II:

a. Possible Future Addition and Possible Future Garage Addition. In respect to Units 13 through 14 and 19 through 23, the Unit Owner, including the Declarant, may, at its, his or her own option and expense expand the constructed portion of the Unit by enclosing that portion of the Unit consisting of unimproved land and labeled "Possible Future Addition" in Exhibit "A". In respect to Units 15 through 18, the Unit Owner, including the Declarant, may at its, his or her own option and expense construct an attached garage within that portion of the Unit consisting of unimproved land and labeled "Possible Future Garage Addition" in Exhibit "A". The construction, design, color and materials of such addition or attached garage, shall be compatible with the previously constructed portion of the Unit. No construction of the said addition or attached garage shall be commenced without necessary building permits and approval of the Architectural Control Committee prior to the construction of any such addition or attached garage, provided however that the Declarant shall not be required to obtain such approval by the said Committee in the event it is the owner of any Unit which is the subject of such construction. In the event any such addition or attached garage shall be constructed, it shall not be necessary to amend said Exhibit "A" to reflect the change in status of that portion of the area depicted as for "Possible Future Addition" to being part of the total enclosed Units or the change in status of that portion of the area depicted as for "Possible Future Garage Addition" to an attached garage. In the event of any construction pursuant to this Section, it shall be the responsibility of the Association to notify the insurer of such construction in accord with its obligation as set forth in Article X, Section 1 of the Declaration.

b. Use of Units. In addition to the use restrictions imposed in the Declaration and all amendments thereto, with respect to those areas of Units 13 through 14 and 19 through 23 which are labeled as "Possible Future Addition" and those areas of Units 15 through 18 which are labeled as "Possible Future Garage Addition" in Exhibit "A", unless and until the construction of such addition or attached garage is completed, nothing shall be kept or stored on any part of such areas without the prior written consent of the Association nor shall such unimproved areas be altered, improved or the subject of any construction except for the construction of an addition or attached garage in accord with the provisions of the above paragraph "a". This provision notwithstanding, the owners of Units 15 through 18 shall have the right to park a total of two (2) motor vehicles next to their respective units in that area labeled "Possible Future Garage Addition", provided however such vehicles must at all times be properly licensed and in operable condition.

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In WITNESS WHEREOF, HALE KAI, INC., a Wisconsin corporation has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

HALE KAI, INC.

By: Warren R. Schultz, Sr. (SEAL)
Warren R. Schultz, Sr., President

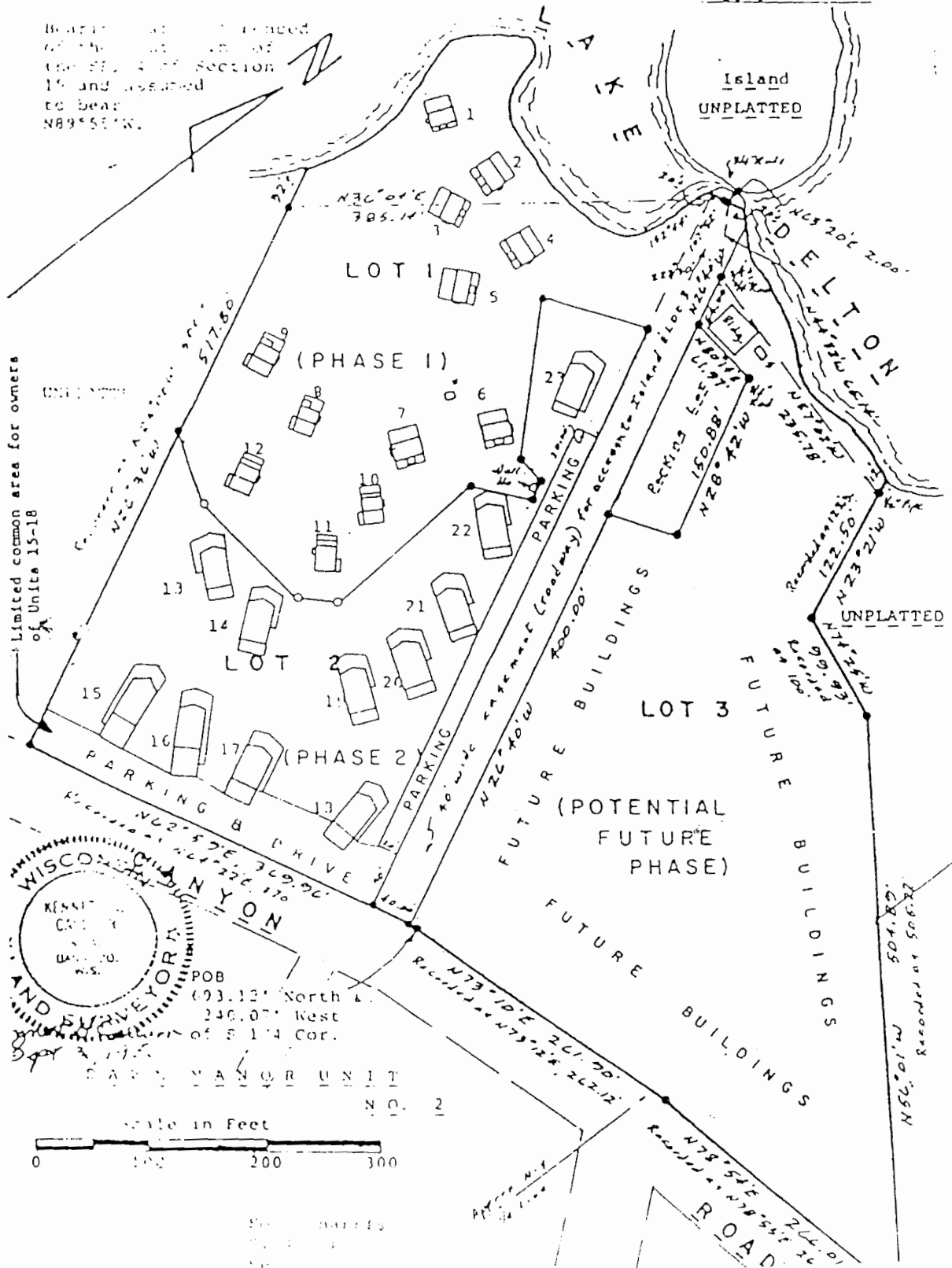
By: Warren R. Schultz, Jr. (SEAL)
Warren R. Schultz, Jr., Secretary

AUTHENTICATION

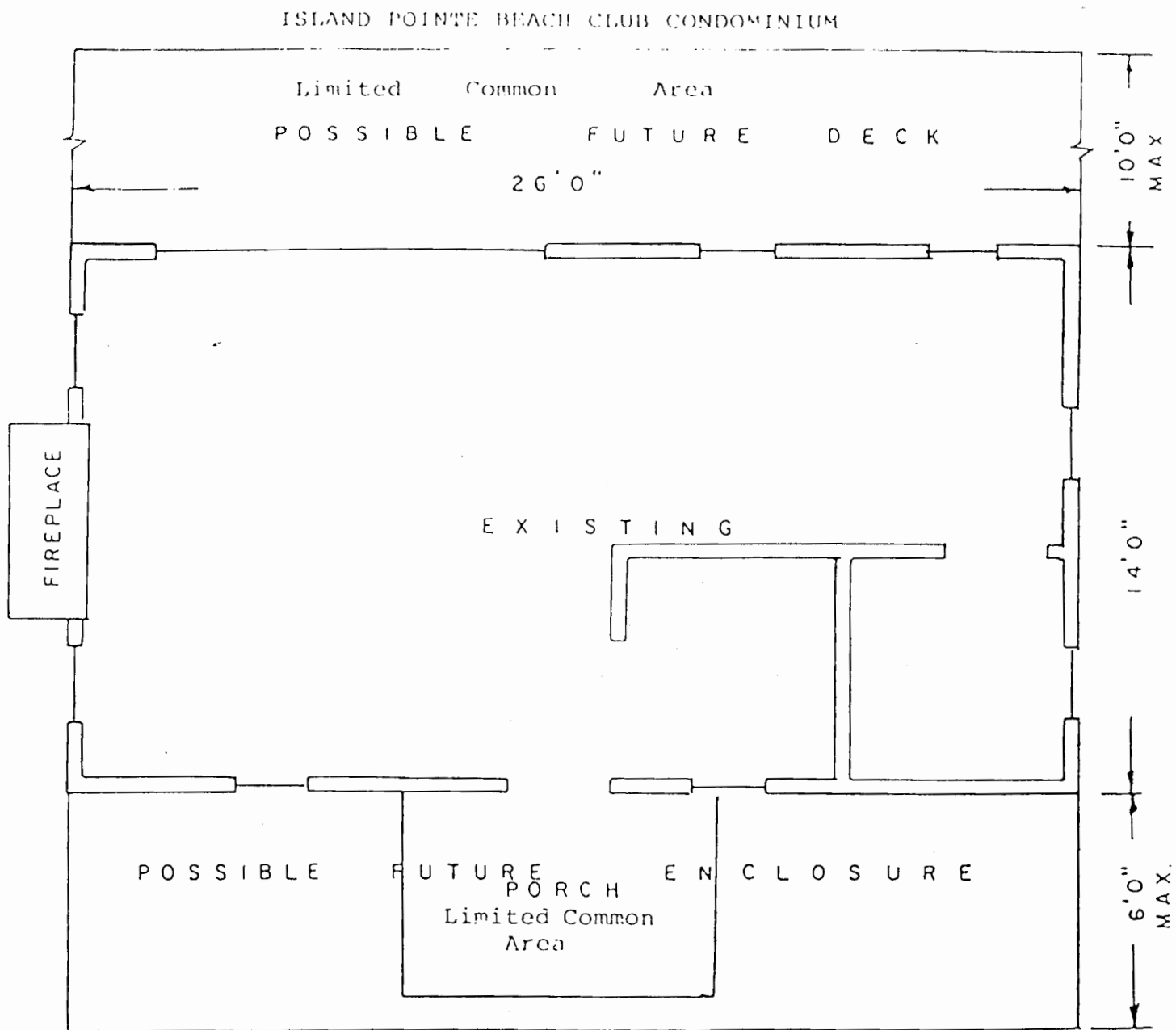
Signatures authenticated this 19th day of December, 1983.

Thomas C. Groeneweg
Thomas C. Groeneweg
Title: Member State Bar of Wisconsin

This instrument drafted by:
Thomas C. Groeneweg
Quale, Hartmann, Bohl & Evenson
619 Oak Street
Post Office Box 443
Baraboo, Wisconsin 53913



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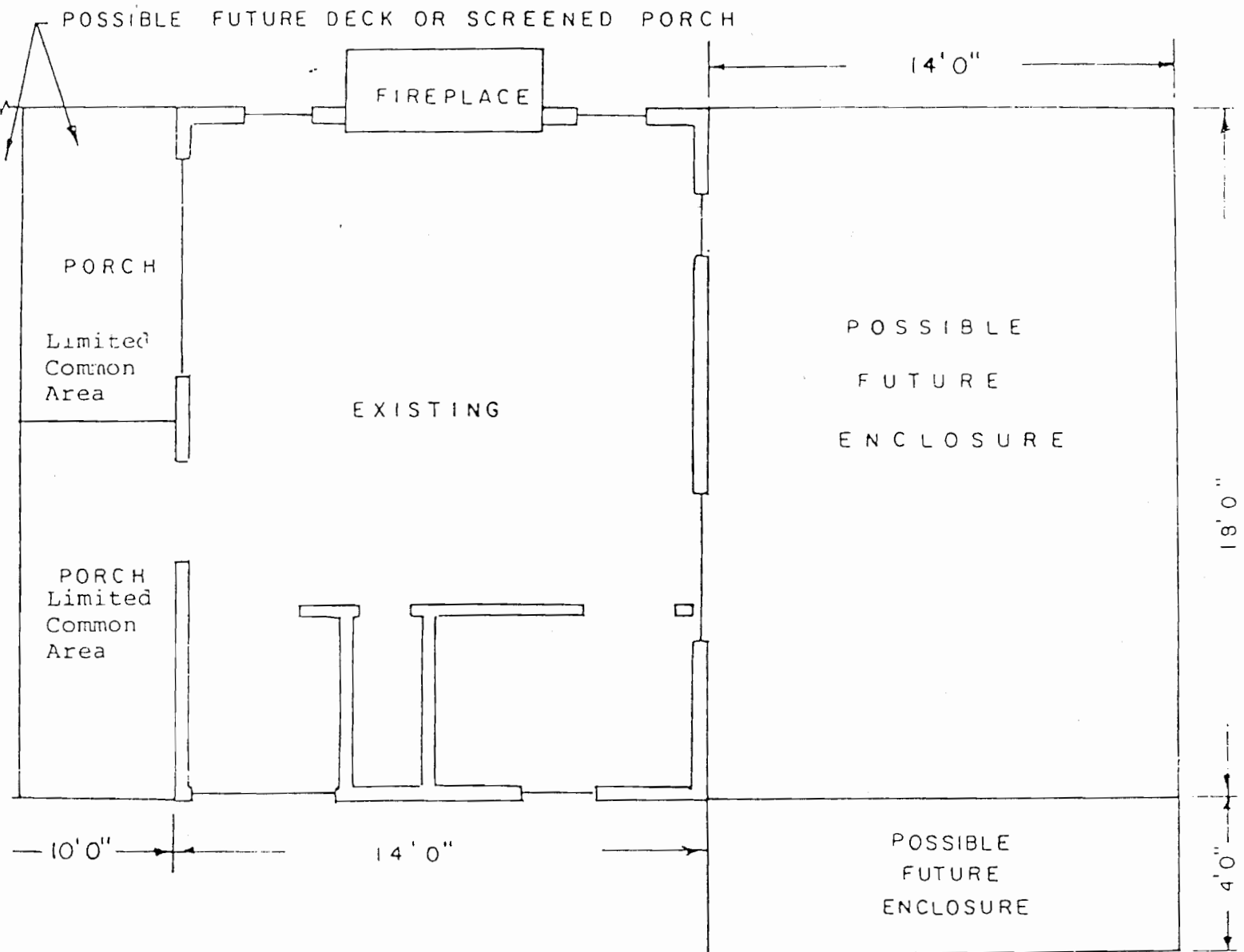


FLOOR PLAN

Units 1 thru 7 , Existing 364 Square Feet
Future 156 Square Feet Max.

Existing floor plan may be reversed.

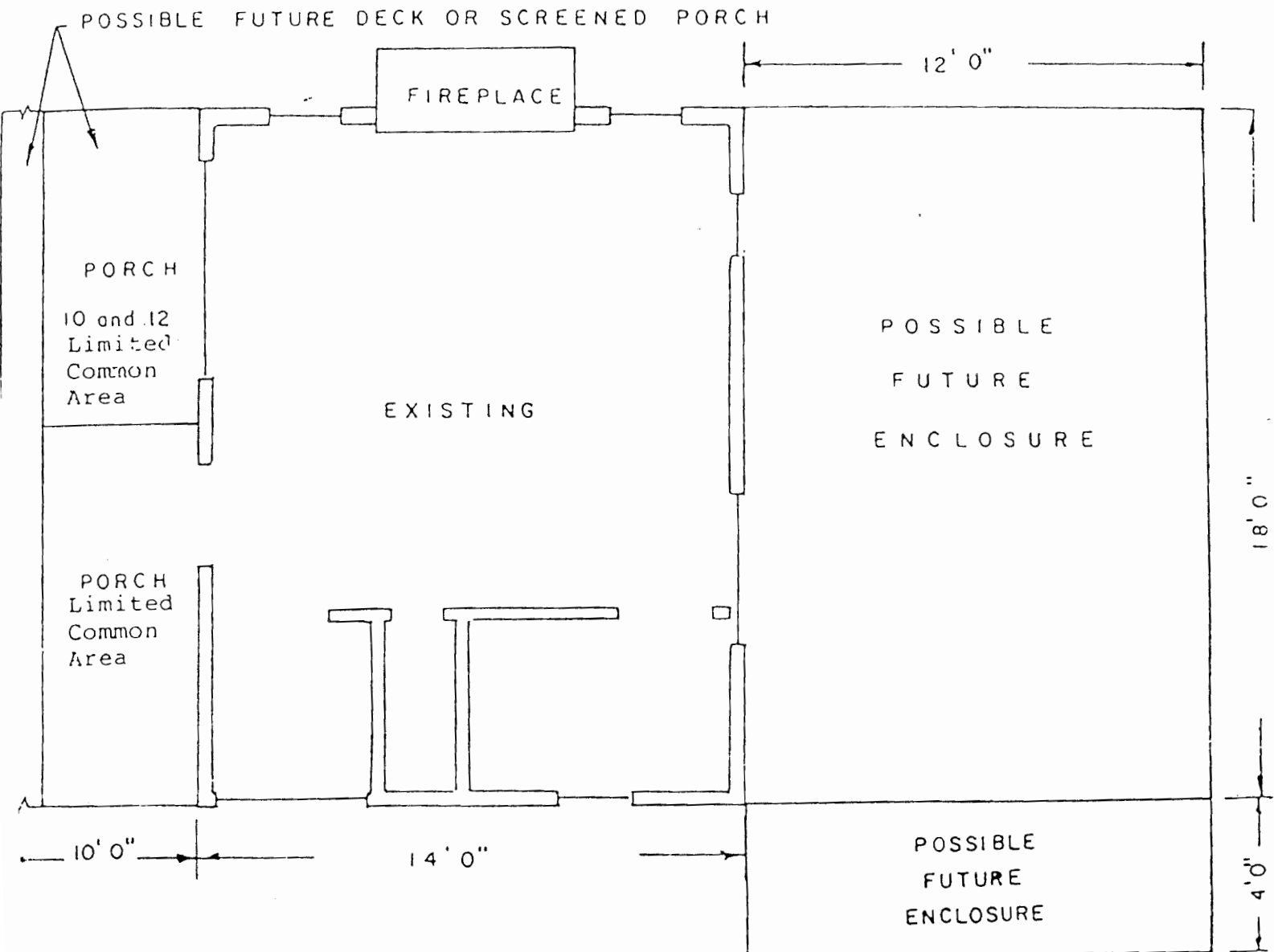
ISLAND POINTE BEACH CLUB CONDOMINIUM



FLOOR PLAN

Units 8,9 , Existing 252 Square Feet
Future 308 Square Feet

ISLAND POINT BEACH CLUB CONDOMINIUM



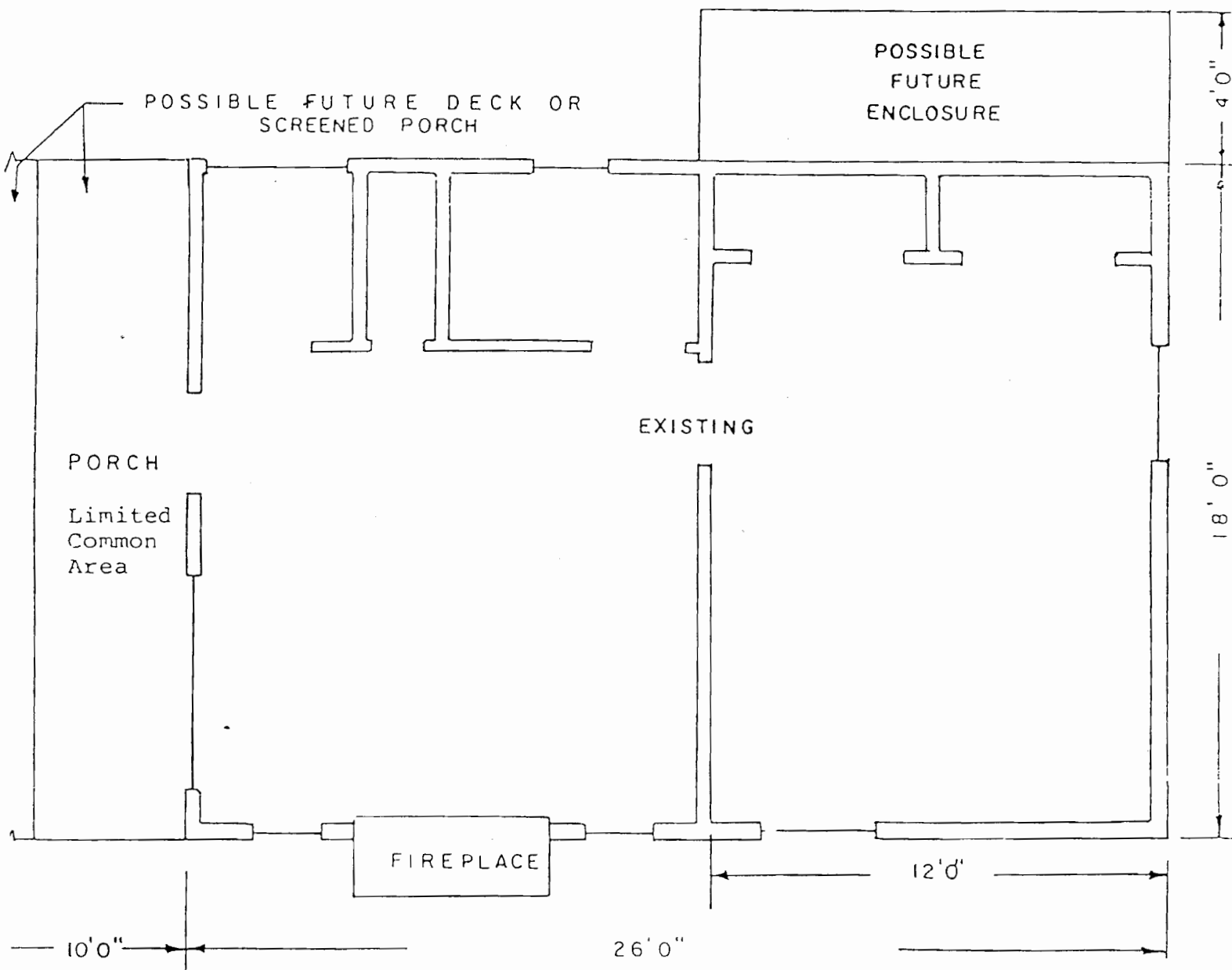
FLOOR PLAN

Units 10, 12 , Existing 252 Square Feet

Future 264 Square Feet

Existing floor plan may be reversed.

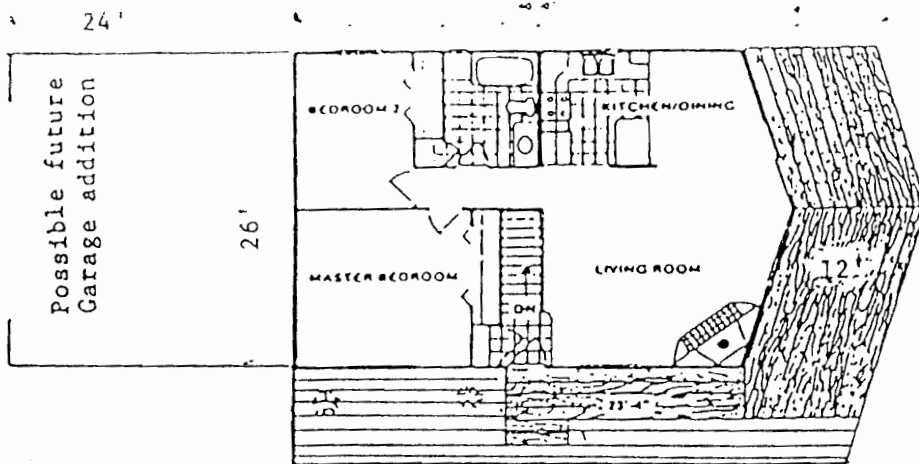
ISLAND POINTE BEACH CLUB CONDOMINIUM



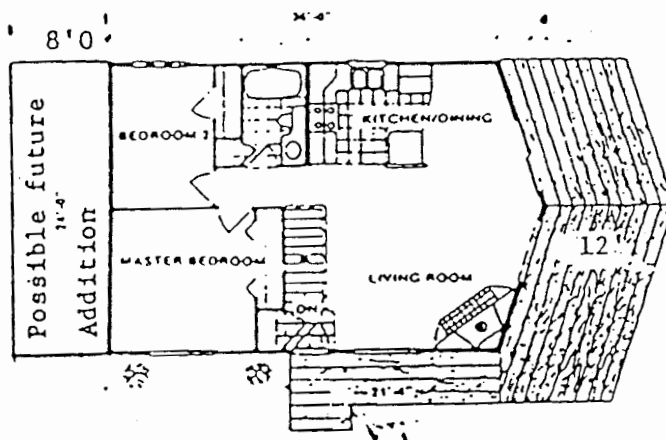
FLOOR PLAN

Unit 11 , Existing 468 Square Feet.

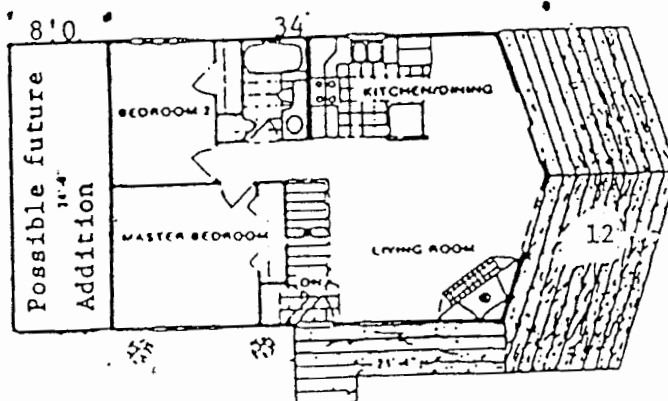
Future 48 Square Feet.



#15 and #16

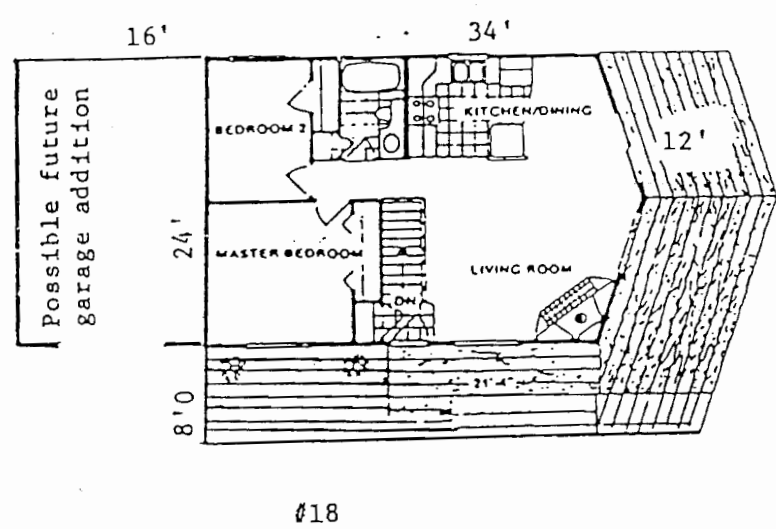
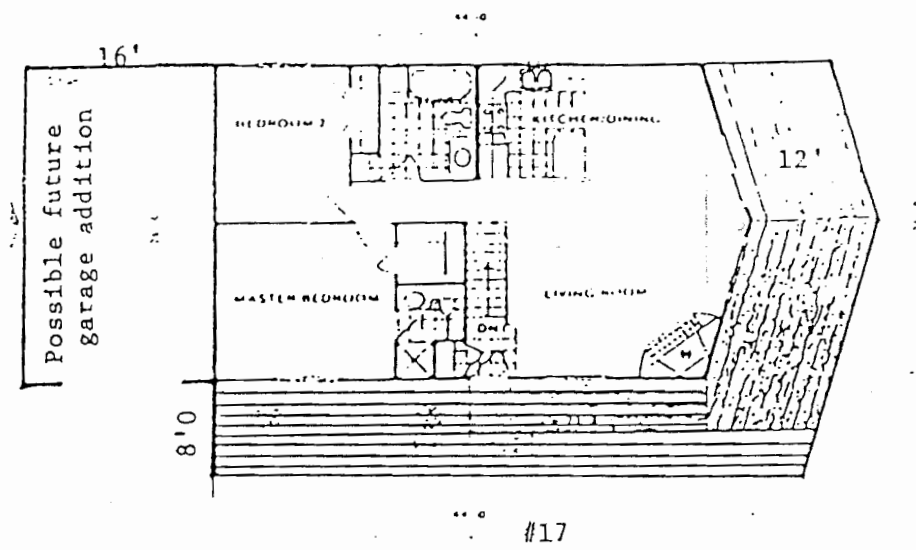


#13, 19, 20, 21

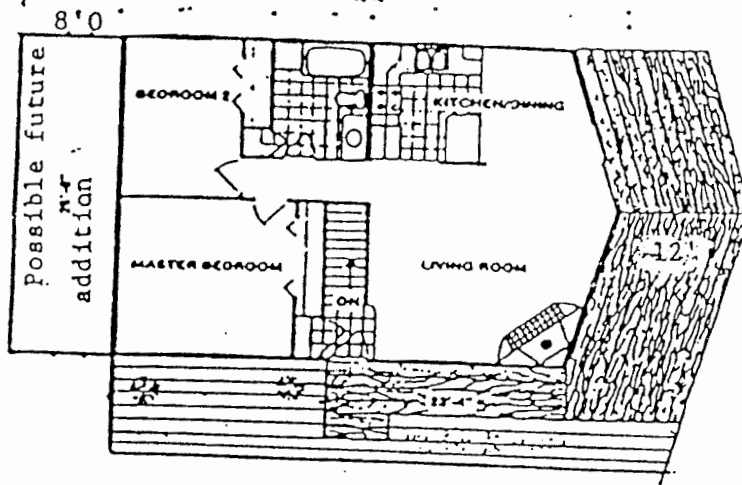


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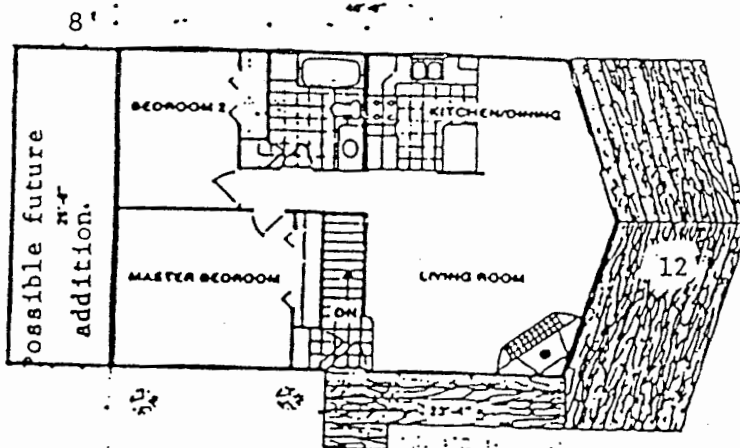
Volume 1 Page 549



NOTE: Existing floor plans may be reversed. Developer also reserves the right to construct unit to a minimum length of 32'.



#23



#22

NOTE: Existing floor plans may be reversed. Developer also reserves the right to construct unit to a minimum length of 32'

FIFTH AMENDMENT TO CONDOMINIUM DECLARATION OF EASEMENTS,
RESTRICTIONS, COVENANTS AND CONDITIONS

ISLAND POINTE BEACH CLUB CONDOMINIUM

Pursuant to Article XIV, Section 3, of the Condominium Declaration for Island Point Beach Club Condominium, ("Declaration"), we hereby certify that the following resolution was adopted by seventy-five (75%) percent or more of all votes entitled to be cast at a meeting of members duly held on August 30, 1986, there being a total of twenty-three (23) votes eligible to be cast, with 23 votes having been cast in favor of the following resolution:

RESOLVED, that Article XIII, of the Condominium Declaration of Easements, Restrictions, Covenants and Conditions for Island Pointe Beach Club Condominium be deleted in its entirety, which Article establishes a right of first refusal in the Island Pointe Owners' Association, Inc., with respect to the purchase of units within the Condominium.

Joseph Boncher
President

David R. Sullivan
Secretary

STATE OF WISCONSIN)
) ss
COUNTY OF SAUK)

Personally came before me this 30th day of August, 1986, the above named Joseph Boncher, President and David R. Sullivan, Secretary of Island Pointe Owners' Association, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Warren R. Schultz
Warren R. Schultz
Notary Public, Sauk County, WI
My commission expires: 10/15/89

This instrument drafted by:
Attorney Thomas C. Groenweg
Baraboo, WI 53913

500230

REGISTER'S OFFICE

SAUK COUNTY, WIS.

RECEIVED FOR RECORD

JUL 21 1987

AT 2:25 O'CLOCK...P...M, RECORDED IN
VOL. 2 OF BOOK PAGE 088
David R. Sullivan...REGISTER

ISLAND POINTE BEACH CLUB CONDOMINIUM

SIXTH AMENDMENT AND SECOND SUPPLEMENT TO CONDOMINIUM DECLARATION
OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS

This Sixth Amendment and Second Supplement to the Condominium Declaration of Easements, Restrictions, Covenants and Declarations ("Declaration"), for ISLAND POINTE BEACH CLUB CONDOMINIUM, made this 10th day of July, 1987.

1. STATE OF DECLARATION.

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of ISLAND POINTE BEACH CLUB CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of the Wisconsin Statutes.

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for ISLAND POINTE BEACH CLUB CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of ISLAND POINTE BEACH CLUB CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for ISLAND POINTE BEACH CLUB CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declaration, successors and assigns, and to all parties hereafter having any interest in the Property.

2. LEGAL DESCRIPTION.

The real estate described hereinafter, also described as Phase III in the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to ISLAND POINTE BEACH CLUB CONDOMINIUM and subjected to the provisions of the Declaration. The buildings and units constructed or to be constructed are more fully described in the site plan and building and floor plans as a part of the Condominium Plat depicting the layout, location, perimeters, unit numbers and approximate dimensions of the buildings and units which is attached hereto and labelled as Exhibit "A". The additional real estate subjected to the provisions of the Declaration hereby is described as follows:

A parcel of land located in part of Lot 3, CSM No. 1096, Sauk County, Wisconsin bounded by the following described line: Beginning at the most easterly meander corner of said Lot 3 along Lake Delton, being 12 feet more or less from the waters edge; thence S23°21'E, 122.50 feet; thence S75°25'E, 99.93 feet; thence S56°01'E, 45.00 feet; thence S33°59'W, 105.00 feet; thence S19°50'E, 120.00 feet; thence S71°41'W, 109.26 feet; thence N26°40'W, 110.00 feet; thence S63°20'W, 80.00 feet; thence N26°40'W, 160.00 feet; thence N56°58'E, 65.03 feet; thence N28°42'W, 150.88 feet; thence S80°14'W, 61.97 feet; thence N26°40'W, 54.00 feet to a meander corner along Lake Delton, being 34 feet more or less from the waters edge; thence S87°02'E, along the meander line, 235.78 feet to point of beginning. Including all land lying between meander line and the waters edge of Lake Delton. Said parcel contains 1.90 acres, more or less.

3. EFFECT OF ANNEXATION AND AMENDMENT.

By this Amendment to the Declaration, nine (9) condominium units are annexed and added to the ISLAND POINTE BEACH CLUB CONDOMINIUM and subjected to the Declaration.

By reason of this Supplement, Amendment and the annexation of the said nine (9) additional units to ISLAND POINTE BEACH CLUB CONDOMINIUM:

a. As of the effective date hereof, there are thirty-two (32) condominium units.

b. As of the effective date hereof, each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to the Declaration in Phase I, II, and III, and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number thirty-two (32) until Units in the subsequent phase or phases are annexed to the Declaration as provided in Article XII of said Declaration.

c. As of the effective date hereof, every Unit Owner in Phase I, II and III, of ISLAND POINTE BEACH CLUB CONDOMINIUM shall be entitled and required to be a member of the Association and shall have those Voting Rights as defined in Article V of the Declaration.

4. The effective date of this Supplement and Amendment shall be the date it is recorded in the Office of the Register of Deeds for Sauk County, Wisconsin.

5. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of the ISLAND POINTE OWNERS ASSOCIATION, INC., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to ISLAND POINTE BEACH CLUB CONDOMINIUM.

IN WITNESS WHEREOF, HALE KAI, INC., a Wisconsin corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

HALE KAI, INC.

by: Warren R. Schultz, Sr. (SEAL)
Warren R. Schultz, Sr., President

by: Warren R. Schultz, Jr. (SEAL)
Warren R. Schultz, Jr., Secretary

AUTHENTICATION

Signatures authenticated this 10th day of July, 1987.

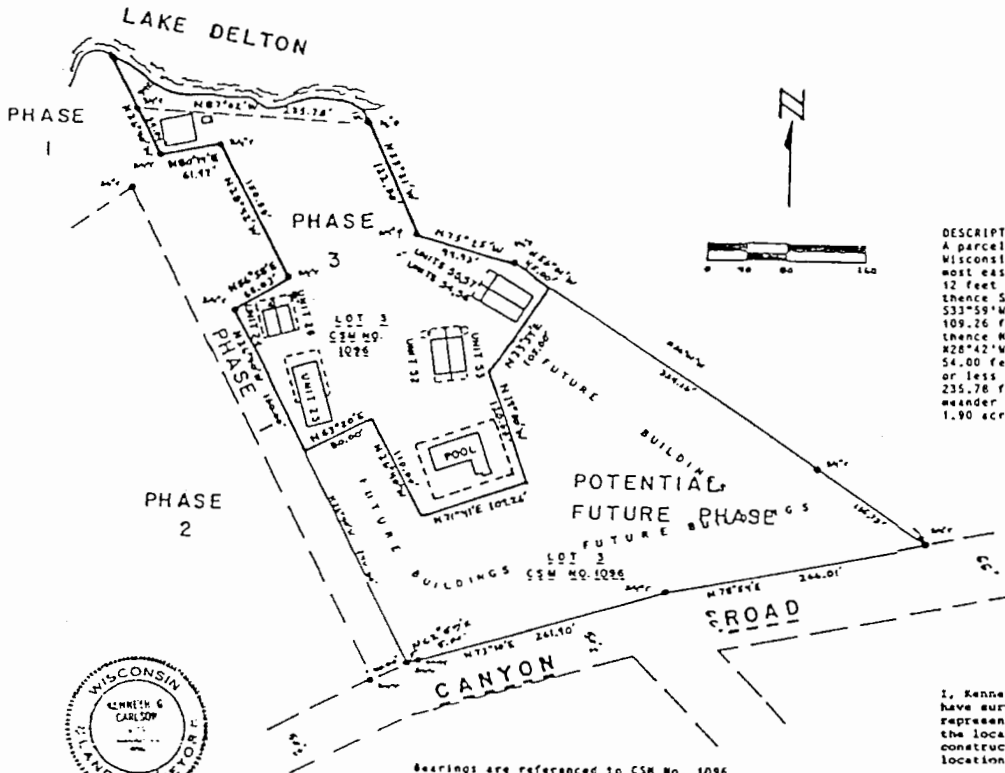
Thomas C. Groeneweg
Thomas C. Groeneweg
Title: Member State Bar of Wisconsin

This instrument drafted by:
Thomas C. Groeneweg
Quale, Hartmann, Bohl, Stevens & Reynolds
619 Oak Street, Post Office Box 443
Baraboo, WI 53913
(608) 356-3977

ISLAND POINTE BEACH CLUB
CONDOMINIUM

PHASE 3

SAUK COUNTY, WISCONSIN



DESCRIPTION OF PHASE 3:
A parcel of land located in part of Lot 3, CSM No. 1096, Sauk County, Wisconsin bounded by the following described line: Beginning at the most easterly meander corner of said Lot 3 along Lake Delton, being 12 feet more or less from the eastern edge; thence S23°21'E, 122.50 feet; thence S75°25'E, 99.93 feet; thence S56°01'E, 45.00 feet; thence S33°59'W, 105.00 feet; thence S19°50'E, 120.00 feet; thence S71°41'W, 109.26 feet; thence N26°40'W, 110.00 feet; thence S63°20'W, 80.00 feet; thence N26°40'W, 160.00 feet; thence N56°58'E, 65.03 feet; thence N28°42'W, 150.88 feet; thence S80°14'W, 61.97 feet; thence N26°40'W, 54.00 feet to a meander corner along Lake Delton, being 34 feet more or less from the waters edge; thence S87°02'E, along the meander line, 235.78 feet to point of beginning. Including all land lying between meander line and the waters edge of Lake Delton. Said parcel contains 1.90 acres, more or less.

Unit No.	Floor Area Square Feet	Deck Area Square Feet
24826	392	212
25	2080	920
S2453	1152	448
S4-57	672	160

I, Kenneth G. Carlson, registered land surveyor, hereby certify that I have surveyed the above described parcel, that this plat is a correct representation of the exterior boundaries of the parcel described and the location of the building and driveways constructed or to be constructed as proposed at the date hereof and the identification and location of each unit and the common elements can be determined.

Bearings are referenced to CSM No. 1096.

• = Found iron pipe or rod as shown.

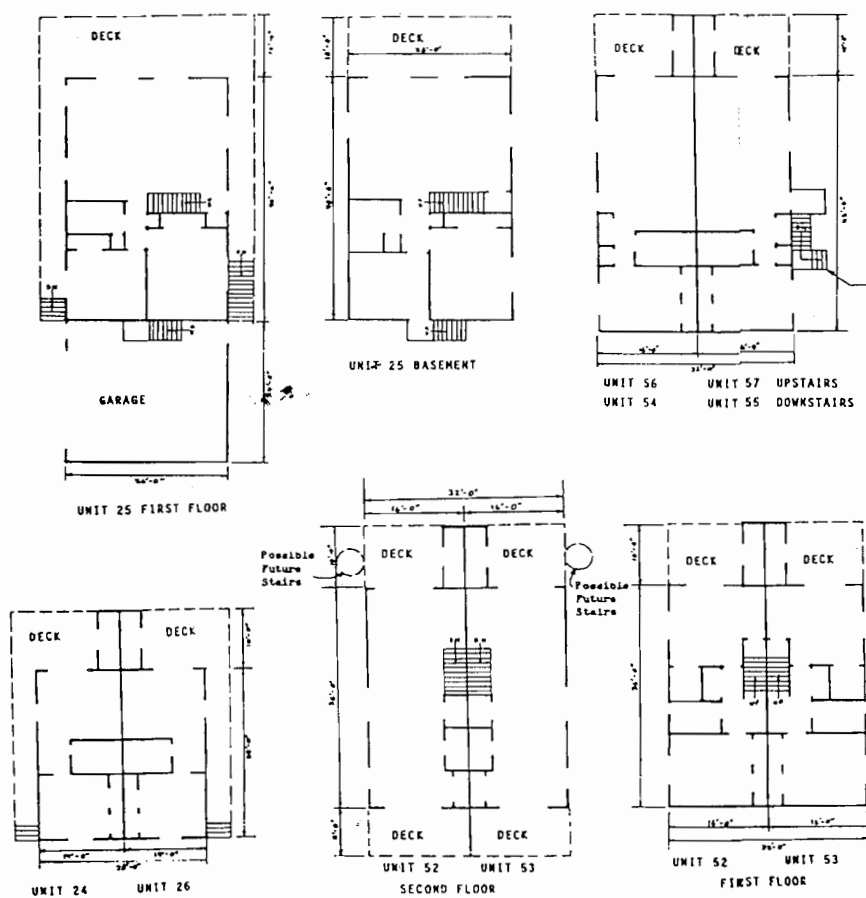
An agreement has been signed between Ken Carlson and Warren Schultz to accept certain requirements of A-E S. Wisconsin Administrative Code, namely not to set iron stakes at all of the phase corners.

Condominium Plat
Island Pointe Beach Club Condominium
Page 1 of 2 pages



Kenneth G. Carlson
June 15, 1997
Recorded in 246 by ATJ, 1997

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ISLAND POINTE BEACH CLUB
CONDOMINIUM

PHASE 3

SAUK COUNTY, WISCONSIN



Kenneth G. Carlson
June 15, 1987

I, Kenneth G. Carlson, registered land surveyor, hereby certify that the drawings appearing hereon are an accurate copy of portions of the plans of each building and substantially depict the layout, location, unit numbers and dimensions of the building or buildings and units located and erected or to be erected.

Condominium Plat
Island Pointe Beach Club Condominium
Page 2 of 2 pages

500504

REGISTER'S OFFICE
SAUK COUNTY, WIS.
RECEIVED FOR RECORD

JUL 10 1987 X

AT 9:05 O'CLOCK P.M., RECORDED IN
VOL. 2 OF 2000 ON PAGE 89
Dorothy Williams, REGISTER
Karen L. Fiedor, Deputy
DLR 1200 69F

DEC 28 1987

AT 10²⁵ VOL 002 PAGE 159REF 2 INDEX 159
Ernst J. Sullivan REGISTER

ISLAND POINTE BEACH CLUB CONDOMINIUM

SEVENTH AMENDMENT TO CONDOMINIUM DECLARATION OF
EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS

D. N. B.

50²⁶
ca

Pursuant to Section 703.09(2) of the Wisconsin Statutes, the undersigned owners and their mortgagees hereby consent to the following amendments to the above referenced Condominium Declaration and request that such amendment become effective upon the recording of this instrument:

1. The definition of "Unit" as set forth in Article I, Section 2 of the Declaration is amended to read as follows:

"Unit" means a part of the Condominium intended for any type of independent use, including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a building.

With respect to those units located in single family buildings (those buildings consisting of only one (1) unit), the outer perimeters are formed by the exterior surfaces of the structure including, but not limited to doors, windows, screens, roofs, foundations and exterior walls.

With respect to those units located in multi-family buildings (those buildings consisting of two (2) or more units), the outer boundaries are formed by the unfinished interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, screens, doors and doorframes of the units, including the basement area within a unit, but not the crawl spaces, as said boundaries are shown on the building and floor plans constituting part of the Condominium Plat. Any crawl spaces located under said buildings shall be part of the common elements and shall be used for the sole purpose of providing access for the repair and replacement of the pipes, wires, ducts, and cables located in such crawl spaces.

2. Article II, Section 3, of the Declaration is amended to provide in full as follows:

Section 3. Future Enclosures and Possible Future Decks and Screened Porches.

In respect to Units 1 through 9, the Unit Owner, including the Declarant, may, at its or his own option and expense expand the constructed portion of the Unit by enclosing that portion of the Unit consisting of unimproved land and labeled "Possible Future Enclosure" on the Condominium Plat.

In respect to Units 8-12, the Unit Owner, including the Declarant, may at its or his own option and expense construct a deck or screened porch within that portion of the Unit consisting of

unimproved land and labeled "Possible Future Deck or Screened Porch" on the Condominium Plat.

In respect to Units 25,52,53,54,55,56 and 57 the Unit Owner, including the Declarant, may at its or his own option and expense, screen in those areas labeled as "covered deck".

The construction, design, color and materials of such enclosure, deck or screened porch, shall be compatible with the previously constructed portion of the Unit. No construction of said enclosure, deck or screened porch, shall be commenced without necessary building permits and approval of the Architectural Control Committee in accord with the procedures established in Article VIII below. However, the Declarant shall not be required to obtain the approval of the Architectural Control Committee prior to the construction of any such enclosure or enclosures. In the event any such enclosure or enclosures shall take place, it shall not be necessary to amend the Condominium Plat to reflect the change in status of that portion of the area depicted as for "Possible Future Enclosure" to being part of the total enclosed units, or the change in status of that portion of the area depicted as for "Possible Future Deck or Screened Porch" to a deck or screened porch. In the event of any construction pursuant to this Section, it shall be the responsibility of the Association to notify the insurer of such construction in accord with its obligation as set forth in Article X, Section 1.

3. Article IV, Section 10 of the Declaration is amended to provide in full as follows:

Section 10. Maintenance, Repairs, and Replacements of Units. Each Unit Owner shall furnish, at his own expense, and be responsible for, the following:

A. The maintenance, repairs and replacements of the exterior of each Unit located in a single-family building and of those facilities which serve said Unit. There shall be no change in materials, design and color to the exterior without the prior written approval of the Architectural and Environmental Control Committee.

B. The maintenance, repairs and replacements of all conduits, ducts, sewers, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries or are within the Limited Common Element appurtenant to such Unit.

C. All of the maintenance, repairs and replacements within his own Unit, all of the doors, screen and windows appurtenant thereto, and any portion of utility service facilities located within the Unit boundaries; provided, however, such maintenance, repairs and replacements as may be required for the bringing of

water, sewer or septic service and utilities to the Unit, shall be furnished by the Association as part of the Common Expenses.

4. Article VI, Section 1 of the Declaration is amended to provide in full as follows:

Section 1. The Common Elements and Exterior Maintenance. The Association, subject to the rights of the Unit Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

The Association shall be responsible for the exterior maintenance of all units located in multi-family buildings, provided however, the funds used for such maintenance shall not be taken from the general funds of the Association but shall be taken from a special account funded solely by assessments against the units located in multi-family buildings.

5. Article VII, Section 6 of the Declaration is amended to provide in full as follows:

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units, provided however that as stated in Article X, Section 1, of the Declaration that in charging premiums for insurance against loss or damage by fire and such other hazards as the Association may deem desirable, consideration may be given to the higher premium rates on some units than on others, and further provided that a special assessment shall be levied against the units located in multi-family buildings for the purpose of maintaining, repairing and replacing the outer boundaries of such units. The assessments levied for this purpose shall be kept in a separate account and shall be used for the sole purpose of maintaining, repairing and replacing the outer boundaries of those units located in multi-family buildings. The annual and special assessments may be collected on a monthly basis.

6. Article XI, Section 1 of the Declaration is amended to provide in full as follows:

Section 1. General Easements. Easements are hereby declared and granted for the benefit of the Unit Owners, the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna systems wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Common Elements. However, all of the aforesaid

installations with the exception of the power transformers and all existing overhead utility services, shall be buried under the surface of the common area with the cost of such underground installation to be borne by the installing party. By virtue of this easement it shall be expressly permissible for the Declarant or the providing utility or service company to install and maintain facilities and equipment on said property and to excavate for such purposes. This easement shall in no way affect any other recorded easements on said premises.

Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines, chimneys, chimney pipes and other similar elements serving such other units and located in such unit.

The owners of Lot 3 of Sauk County Certified Survey No. 1096 and the Island lying to the Northwest of the Condominium have an access easement over that portion of the Common Elements which constitutes a roadway. This easement is depicted in Exhibit "A".

7. The Condominium Plat for Phase 3 is amended and attached hereto as Exhibit "A"

James W. Higgins
James W. Higgins

Donna M. Higgins
Donna M. Higgins
Owners of Unit #1

Richard A. Allen
Richard A. Allen

Nancy L. Allen
Nancy L. Allen
Owners of Unit #2

Kenneth L. Fellersen
Kenneth L. Fellersen

Kathryn E. Fellersen
Kathryn E. Fellersen
Owners of Unit #3

Michael M. Pearson (DS)
Michael M. Pearson
Owner of Unit #4

David R. Sullivan
David R. Sullivan

Susan A. Sullivan
Susan A. Sullivan
Owners of Unit #5

Jerry L. Staley (DS)
Jerry L. Staley

Carolyn J. Staley (DS)
Carolyn J. Staley
Owners of Unit #6

Marc P. D'Amour
Marc P. D'Amour

Paula M. D'Amour
Paula M. D'Amour
Owners of Unit #7

Wayne A. Lembke
Wayne A. Lembke

Carrie L. Lembke
Carrie L. Lembke
Owners of Unit #8

Timothy R. Simcox

Judith A. Simcox
Judith A. Simcox
Owners of Unit #9

Paul R. Siebert
Paul R. Siebert

Marilyn M. Siebert
Marilyn M. Siebert
Owners of Unit #10

Shirley J. Miller
Shirley J. Miller
Owner of Unit #11

Joyce Kuever William Kuever Jr.
Joyce Kuever William Kuever Jr.
Owners of Unit #12

Frank Franco
Frank Franco

Eleanor Franco
Eleanor Franco
Owners of Unit #13

Donn Dolby
Donn Dolby

Alice Dolby
Alice Dolby
Owners of Unit #14

Felix Malinowski
Felix Malinowski

Jean Malinowski
Jean Malinowski
Owners of Unit #17

Russell B. Everhardt
Russell B. Everhardt
Owner of Unit #18

Richardo R. Farias
Owner of Unit #19

Allen J. Wucker
Allen J. Wucker

Patricia A. Wucker
Patricia A. Wucker
Owners of Unit #20

Joseph F. Boncher
Joseph F. Boncher

Mary K. Boncher
Mary K. Boncher
Owners of Unit #21

Kim C. Frye
Kim C. Frye

Mary S. Frye
Mary S. Frye
Owners of Unit #22

Kenneth A. Jimson

June V. Jimson
Owners of Unit #25

Robert L. Sbertoli
Robert L. Sbertoli

Arlene M. Sbertoli
Arlene M. Sbertoli
Owners of Unit #52

Gerald D. Schmolke

Sharon L. Schmolke
Owners of Unit #54

Donald R. McNeeley
Donald R. McNeeley

Elizabeth D. McNeeley
Elizabeth D. McNeeley
Owners of Unit #57

Mr. S. L.

56

Steven L. Geiger
Steven L. Geiger

Mark J. Geiger
Mark J. Geiger

David C. Geiger
David C. Geiger

Susan C. Becker
Susan C. ~~Geiger~~ Becker
Owners of Unit #23

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 3rd day of October, 19 87, before me the undersigned Notary Public in and for said County and State, personally appeared Steven L. Geiger, Mark J. Geiger, David C. Geiger and Susan C. ^{Becker}~~Geiger~~, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Paul E. Sniff
Notary Public

My commission expires 3/3/91

William J. Fezzuoglio
William J. Fezzuoglio

Dori J. Fezzuoglio
Dori J. Fezzuoglio

Frank J. Fezzuoglio
Frank J. Fezzuoglio

Jerry W. Pazdan
Jerry W. Pazdan

Mary Rose Pazdan
Mary Rose Pazdan
Owners of Unit #15

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 5th day of Sept, 1987, before me the undersigned Notary Public in and for said County and State, personally appeared William J. Fezzuoglio, Dori J. Fezzuoglio, Frank J. Fezzuoglio, Jerry W. Pazdan and Mary Rose Pazdan, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Charles W. Schultz
Notary Public

My commission expires 10-16-87

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 5th day of Sept, 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared James W. Higgins and Donna M. Higgins, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Harvey R. Schultz
Notary Public

My Commission Expires 10-16-89

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 5th day of Sept, 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared Richard A. Allen and Nancy L. Allen, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Harvey R. Schultz
Notary Public

My Commission Expires 10-16-89

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 5th day of Sept, 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared Kenneth L. Fellersen and Kathryn E. Fellersen, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Harvey R. Schultz
Notary Public

My Commission Expires 10-16-89

86

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

12044
Jan 2 Sullivan

On this 5th day of Sept, 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared Michael M. Pearson, known to me to be the person whose name is subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Warren R. Schultz
Notary Public

My Commission Expires 10/16/89

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 5th day of Sept, 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared David R. Sullivan and Susan A. Sullivan, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Warren R. Schultz
Notary Public

My Commission Expires 10-16-89

STAET OF WISCONSIN)
) SS
COUNTY OF SAUK)

Pecky
Dina
Donna
Higgins

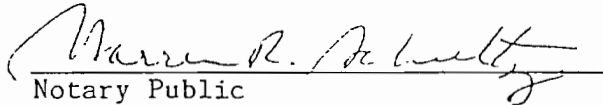
On this 5th day of Sept, 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared Jerry L. Staley and Carolyn J. Staley, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Warren R. Schultz
Notary Public

My Commission Expires 10-16-89

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

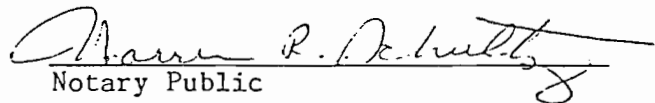
On this 5th day of Sept, 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared Marc P. D'Amour and Paula M. D'Amour, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.


Notary Public

My Commission Expires 10-16-89

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

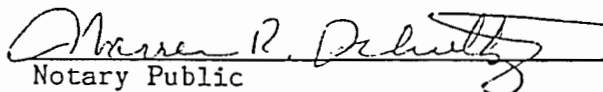
On this 5th day of Sept, 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared Wayne A. Lembke and Carrie L. Lembke, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.


Notary Public

My Commission Expires 10-16-89

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 5th day of Sept, 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared Timothy R. Simcox and Judith A. Simcox, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.


Notary Public

My Commission Expires 10-16-89

88

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 5th day of Sept, 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared Paul R. Siegert and Marilyn M. Siegert, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Warren R. Schultz
Notary Public

My Commission Expires 10-16-89

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 5th day of Sept, 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared Shirley J. Miller, known to me to be the person whose name is subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Warren R. Schultz
Notary Public

My Commission Expires 10-16-89

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 5th day of Sept, 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared William Kuever Jr. and Joyce Kuever, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Warren R. Schultz
Notary Public

My Commission Expires 10-16-89

STATE OF WISCONSIN)
COUNTY OF SAUK) SS

On this 5th day of Sept, 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared Frank Franco and Eleanor Franco, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Warren R. Schultz
Notary Public

My Commission Expires 10-16-89

STATE OF WISCONSIN)
COUNTY OF SAUK) SS

On this 5th day of Sept, 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared Donn Dolby and Alice Dolby, his wife, known to me to be the person whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Warren R. Schultz
Notary Public

My Commission Expires 10-16-89

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 5th day of Sept, 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared Felix Malinowski and Jean Malinowski, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Maureen R. Schubert
Notary Public

My Commission Expires 10-16-89

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 5th day of Sept, 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared Russell B. Everhardt, known to me to be the person whose name is subscribed in the within instrument and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Maureen R. Schubert
Notary Public

My Commission Expires 10-16-89

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this _____ day of _____, 1987, before me the undersigned Notary Public, in and for said County and State, Personally appeared Richarado R. Farias, known to me to be the person whose name is subscribed in the within instrument and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public

My Commission Expires _____

91

VOL 002 PAGE 173

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 5th day of Sept, 1987, before me the undersigned Notary Public, in and for said County and State, Personally appeared Donald R. McNeeley and Elizabeth D. McNeeley, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Marren R. Schultz
Notary Public

My Commission Expires 10-16-89

92

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 5th day of Sept, 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared Allen J. Wucker and Patricia A. Wucker, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Marion R. Schultz
Notary Public

My Commission Expires 10-16-89

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 5th day of Sept, 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared Joseph P. Boncher and Mary K. Boncher, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Marion R. Schultz
Notary Public

My Commission Expires 10-16-89

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 5th day of Sept, 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared Kim C. Frye and Mary S. Frye, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Marion R. Schultz
Notary Public

My Commission Expires 10-16-89

93

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this ____ day of _____, 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared Kenneth A. Jimson and June V. Jimson, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public

My Commission Expires _____

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 5th day of Sept., 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared Robert L. Sbertoli and Arlene M. Sbertoli, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Marion R. Scholtz
Notary Public

My Commission Expires 10-16-89

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 5th day of Sept., 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared Gerald D. Schmolke and Sharon L. Schmolke, his wife, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Marion R. Scholtz
Notary Public

My Commission Expires 10-16-89

1. 5

By: Dan H Cook - Asst Sec.

Attest: _____

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

I HEREBY CERTIFY that on this 20th day of October, 1987,
before me personally appeared Daniel J. Crook
of WISCONSIN SAVINGS ASSOCIATION, a Wisconsin savings and loan associa-
tion, to be known to the person who executed the foregoing instrument, and
to me known, to be such Asst Sec.
of said association, and acknowledge that they executed the foregoing instru-
ment as such officers as the deed of said association by its authority.

Norm R. Schultz
Notary Public

My Commission Expires: 10-16-89

Thomas C. Groeneweg
Notary Public, Sauk County, WI
My commission is permanent.

Donn Dolby
Donn Dolby

Alice Dolby
Alice Dolby
Owners of Unit #14

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 20th day of October, 1987, before me the undersigned Notary Public in and for said County and State, personally appeared Donn Dolby and Alice Dolby, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Norman R. Schultz
Notary Public

My commission expires 10-16-89

Kenneth A. Jimson
Kenneth A. Jimson

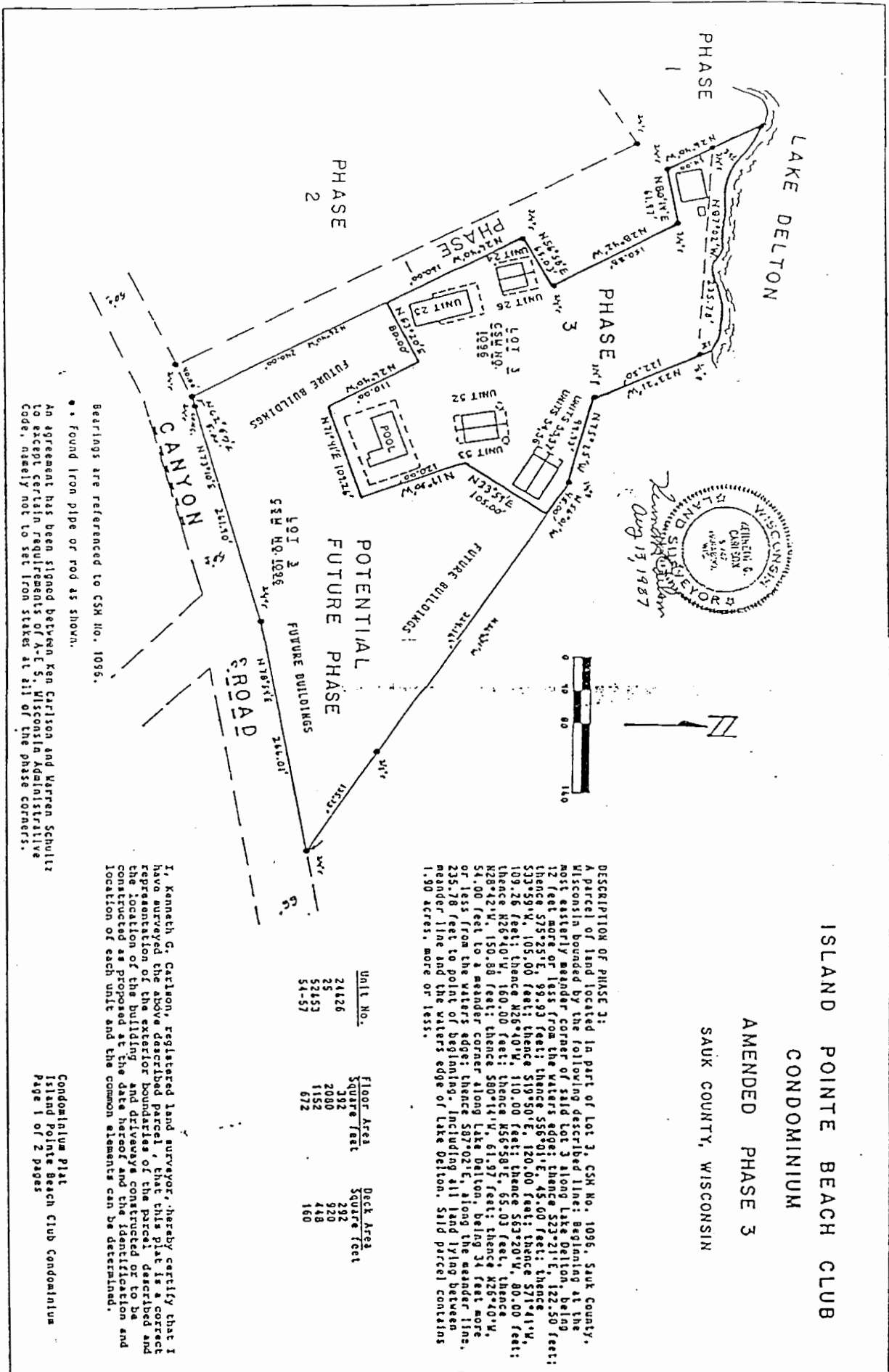
June V. Jimson
June V. Jimson
Owners of Unit #25

STATE OF WISCONSIN)
) SS
COUNTY OF SAUK)

On this 20th day of October, 1987, before me the undersigned Notary Public in and for said County and State, personally appeared Kenneth A. Jimson and June V. Jimson, known to me to be the persons whose names are subscribed in the within instrument and acknowledged that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Norman R. Schultz
Notary Public

My commission expires 10-16-89



ISLAND POINTE BEACH CLUB
CONDOMINIUM

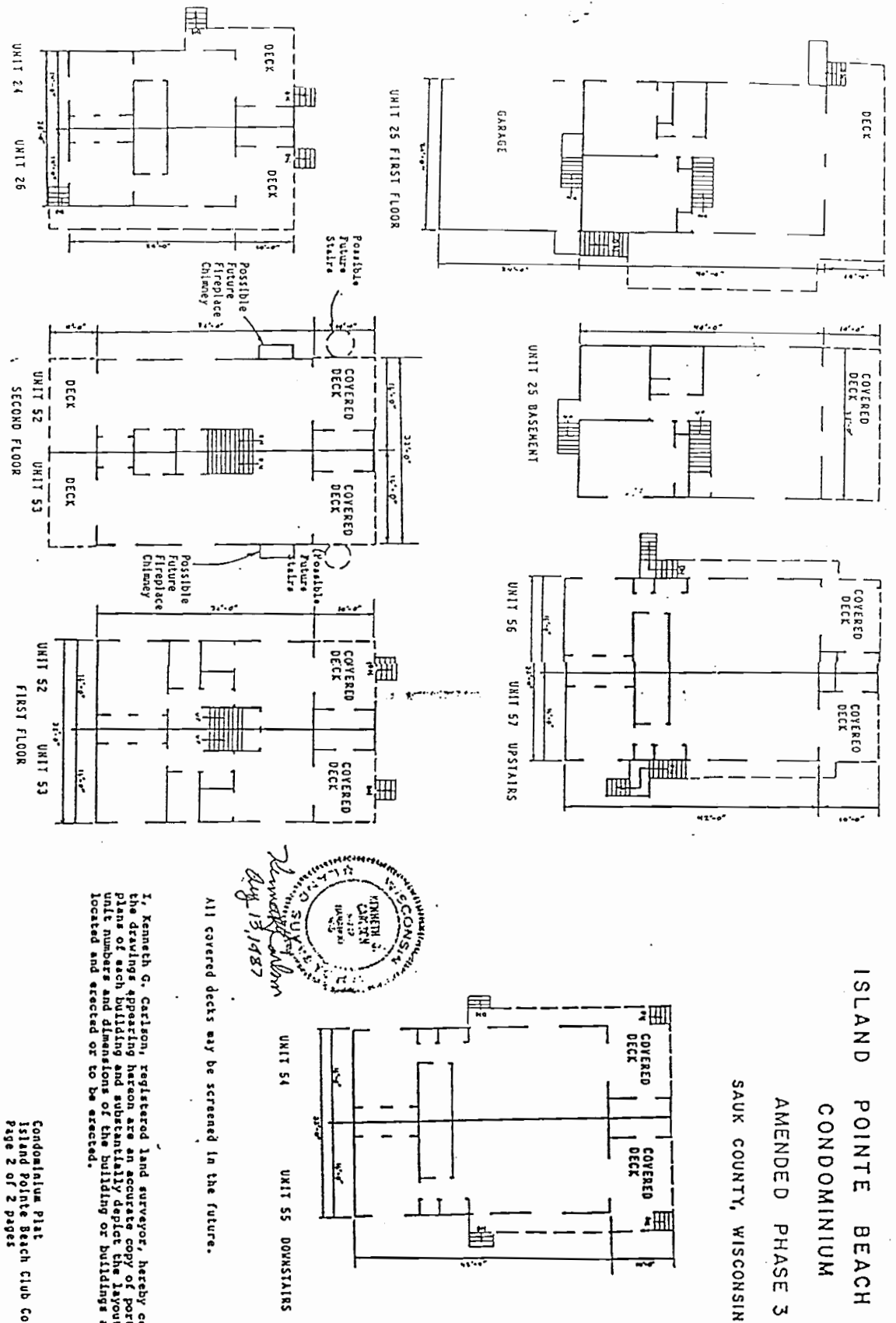
AMENDED PHASE 3
SAUK COUNTY, WISCONSIN

DESCRIPTION OF PHASE 3:
A parcel of land located in part of Lot 3, CSH No. 1095, Sauk County, Wisconsin bounded by the following described line: beginning at the most easterly meander corner of said Lot 3 along Lake Delton, being 12 feet more or less from the water's edge; thence S25°21'E, 122.50 feet; thence S75°25'E, 99.93 feet; thence S56°01'E, 43.00 feet; thence S33°59'W, 105.00 feet; thence S19°50'E, 120.00 feet; thence S71°41'W, 109.26 feet; thence N26°40'W, 160.00 feet; thence S63°20'W, 80.00 feet; thence N26°40'W, 150.88 feet; thence N56°56'E, 65.03 feet; thence N28°42'W, 150.88 feet; thence S80°14'W, 61.97 feet; thence N26°40'W, 54.00 feet to a meander corner along Lake Delton, being 34 feet more or less from the water's edge; thence S87°02'E, along the meander line, 235.78 feet to point of beginning, including all land lying between meander line and the water's edge of Lake Delton. Said parcel contains 1.80 acres, more or less.

Unit No.	Floor Area Square Feet	Dock Area Square Feet
24126	392	292
25	2080	920
52153	1152	448
54-57	672	160

Bearings are referenced to CSM No. 1095.
• • Found from pipe or rod as shown.
An agreement has been signed between Ken Carlson and Warren Schultz to accept certain requirements of A-E-5, Wisconsin Administrative Code, namely not to set iron stakes at all of the phase corners.

ISLAND POINTE BEACH CLUB
CONDOMINIUM
AMENDED PHASE 3
SAUK COUNTY, WISCONSIN



All covered decks may be screened in the future.

I, Kenneth G. Carlson, registered land surveyor, hereby certify that the drawings appearing hereon are an accurate copy of portions of the plans of each building and substantially depict the layout, location, unit numbers and dimensions of the building or buildings and units located and erected or to be erected.

AFFIDAVIT

STATE OF IOWA)
) ss
COUNTY OF JOHNSON)

DAVID R. SULLIVAN, being first duly sworn on oath, deposes and says that he is the duly elected Secretary of the Island Pointe Beach Club Condominium Owners' Association, Inc., the property owners' association established pursuant to the Declaration for the Island Pointe Beach Club Condominium.

That he has examined the Seventh Amendment to the Condominium Declaration of Easements, Restrictions, Covenants and Conditions pertaining to said Condominium, along with the signatures attached thereto and that based upon such examination, he affirms that pursuant to Section 703.09(2) of the Wisconsin Statutes that the Amendment has been consented to in writing by more than two-thirds (2/3s) of the owners and the mortgagees of their units and that pursuant to Section 3 of Article XIV of the Declaration of said Condominium that said Amendment was approved by an affirmative vote by more than seventy-five (75%) percent of all votes entitled to be cast by members of the Association.



David R. Sullivan

STATE OF IOWA)
) ss
COUNTY OF JOHNSON)

Personally came before me this 10th day of December, 1987, the above named David R. Sullivan, to me known to be the Secretary of the Island Pointe Beach Club Condominium Owners' Association, Inc., and to me known to be the person authorized to execute the foregoing instrument, and acknowledge the same.



Notary Public, JOHNSON County, IA
My Commission: _____

My Commission Expires Sept. 22, 1989

This instrument was drafted by:
Attorney Thomas C. Groeneweg
Baraboo, WI 53913

508195

FEB 18 1988

AT 2:05 O'CLOCK P.M. RECORDED IN

ISLAND POINTE BEACH CLUB CONDOMINIUM

REEL 2 IMAGE 190

Q.H.B.S.R.

10.00

EIGHTH AMENDMENT AND THIRD SUPPLEMENT TO CONDOMINIUM DECLARATION
OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS

This Eighth Amendment and Third Supplement to the Condominium Declaration of Easements, Restrictions, Covenants and Declarations ("Declaration"), for ISLAND POINTE BEACH CLUB CONDOMINIUM, made this 31st day of December, 1987.

1. STATE OF DECLARATION.

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of ISLAND POINTE BEACH CLUB CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of the Wisconsin Statutes.

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for ISLAND POINTE BEACH CLUB CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of ISLAND POINTE BEACH CLUB CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for ISLAND POINTE BEACH CLUB CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declaration, successors and assigns, and to all parties hereafter having any interest in the Property.

2. LEGAL DESCRIPTION.

The real estate described hereinafter, also described as Phase IV in the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to ISLAND POINTE BEACH CLUB CONDOMINIUM and subjected to the provisions of the Declaration. The buildings and units constructed or to be constructed are more fully described in the site plan and building and floor plans as a part of the Condominium Plat depicting the layout, location, perimeters, unit numbers and approximate dimensions of the buildings and units which is attached hereto and labelled as Exhibit "A". The additional real estate subjected to the provisions of the Declaration hereby is described as follows:

102
A parcel of land located in part of Lot 3, CSM No. 1096, Sauk County, Wisconsin bounded by the following described line: Commencing at the most easterly corner of Said Lot 3; thence N56°01'W, 369.89 feet to point of beginning; thence S31°45'W, 175.98 feet; thence N19°50'W, 120.00 feet; thence N33°59'E, 105.00 feet; thence S56°01'E, 90.00 feet to point of beginning. Said parcel contains 13,000 square feet or 0.298 acres.

3. EFFECT OF ANNEXATION AND AMENDMENT.

By this Amendment to the Declaration, four (4) condominium units are annexed and added to the ISLAND POINTE BEACH CLUB CONDOMINIUM and subjected to the Declaration.

By reason of this Supplement, Amendment and the annexation of the said four (4) additional units to ISLAND POINTE BEACH CLUB CONDOMINIUM:

a. As of the effective date hereof, there are thirty-six (36) condominium units.

b. As of the effective date hereof, each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to the Declaration in Phase I, II, III, and IV, and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number thirty-six (36) until Units in the subsequent phase or phases are annexed to the Declaration as provided in Article XII of said Declaration.

c. As of the effective date hereof, every Unit Owner in Phase I, II, III, and IV, of ISLAND POINTE BEACH CLUB CONDOMINIUM shall be entitled and required to be a member of the Association and shall have those Voting Rights as defined in Article V of the Declaration.

4. The effective date of this Supplement and Amendment shall be the date it is recorded in the Office of the Register of Deeds for Sauk County, Wisconsin.

5. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of the ISLAND POINTE OWNERS ASSOCIATION, INC., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to ISLAND POINTE BEACH CLUB CONDOMINIUM.

IN WITNESS WHEREOF, HALE KAI, INC., a Wisconsin corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

HALE KAI, INC.

by: Warren R. Schultz, Sr. (SEAL)
Warren R. Schultz, Sr., President

by: Warren R. Schultz, Jr. (SEAL)
Warren R. Schultz, Jr., Secretary

AUTHENTICATION

Signatures authenticated this 31st day of December, 1987.

Thomas C. Groeneweg
Thomas C. Groeneweg
Title: Member State Bar of Wisconsin

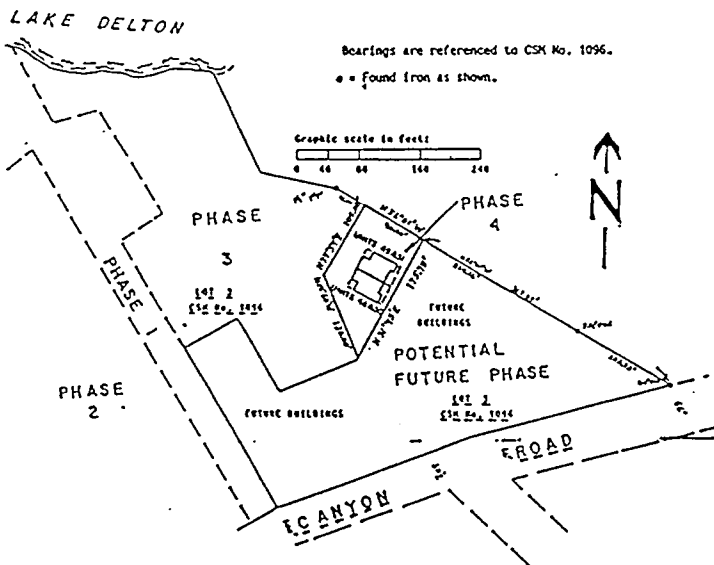
This instrument drafted by:
Thomas C. Groeneweg
Quale, Hartmann, Bohl, Stevens & Reynolds
619 Oak Street, Post Office Box 443
Baraboo, WI 53913
(608) 356-3977

Exhibit "A"

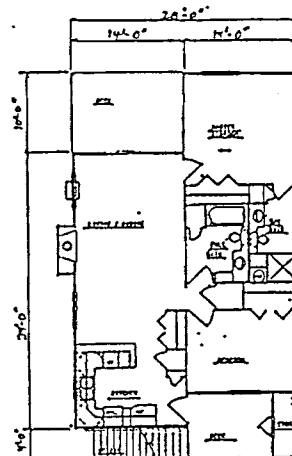
ISLAND POINTE BEACH C
CONDOMINIUM

PHASE 4

SAUK COUNTY, WISCONSIN



DESCRIPTION OF PHASE 4:
A parcel of land located in part of Lot 3, CSM No. 1096, Sauk County, Wisconsin, by the following described line: Commencing at the most easterly corner of Said Parcel; thence S56°01'W, 369.89 feet to point of beginning; thence S31°45'W, 175.98 feet thence N19°50'W, 120.00 feet; thence N33°59'E, 105.00 feet; thence S56°01'E, 90.00 feet to point of beginning. Said parcel contains 13,000 square feet or 0.293 acres.



Unit No. 48, 49, 50, 51
Floor Area 1036 Square feet
Deck 25 Square feet
All covered decks may be screened in the future.

I, Kenneth G. Carlson, registered land surveyor, hereby certify that I have surveyed the above described parcel, that this plat is a correct representation of the exterior boundaries of the parcel described and the location of the building(s) constructed or to be constructed as proposed at the date hereof and the identification and location of each unit and the common elements can be determined.

An agreement has been signed between Ken Carlson and Warren Schultz to except certain requirements of A-E 7, Wisconsin Administrative Code, namely not to set iron stakes at all phase corners.

I, Kenneth G. Carlson, registered land surveyor, hereby certify that the drawings appearing hereon are an accurate copy of portions of the plans of each building and



ABOVE FLOOR PLAN IS FOR UNITS 48-49-50-51
UNITS 49 & 51 ARE REVERSED

Condominium Plat
Island Pointe Beach Club Condominium
Phase 4

AT 2:15 O'CLOCK P

ON May 25 1988

Lois J. Dineen
REGISTRAR

Q.H.B.S.R. 14.0

ISLAND POINTE BEACH CLUB CONDOMINIUM

NINTH AMENDMENT AND FOURTH SUPPLEMENT TO CONDOMINIUM DECLARATION
OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS

This Ninth Amendment and Fourth Supplement to the Condominium Declaration of Easements, Restrictions, Covenants and Declarations ("Declaration"), for ISLAND POINTE BEACH CLUB CONDOMINIUM, made this 13th day of May, 1988.

1. STATE OF DECLARATION.

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of ISLAND POINTE BEACH CLUB CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of the Wisconsin Statutes.

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for ISLAND POINTE BEACH CLUB CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of ISLAND POINTE BEACH CLUB CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for ISLAND POINTE BEACH CLUB CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declaration, successors and assigns, and to all parties hereafter having any interest in the Property.

2. LEGAL DESCRIPTION.

The real estate described hereinafter, also described as Phase V in the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to ISLAND POINTE BEACH CLUB CONDOMINIUM and subjected to the provisions of the Declaration. The buildings and units constructed or to be constructed are more fully described in the site plan and building and floor plans as a part of the Condominium Plat depicting the layout, location, perimeters, unit numbers and approximate dimensions of the buildings and units which is attached hereto and labelled as Exhibit "A". The additional real estate subjected to the provisions of the Declaration hereby is described as follows:

A parcel of land located in part of Lot 3, CSM No. 1096, Sauk County, Wisconsin bounded by the following described line: Beginning at the most easterly corner of said Lot 3; thence S78°54'W, 100.00 feet; thence N75°46'W, 310.70 feet; thence N31°45'E, 175.98 feet; thence S56°01'E, 369.89 feet to point of beginning.
Said parcel contains 39,170 square feet or 0.899 acres.

3. EFFECT OF ANNEXATION AND AMENDMENT.

By this Amendment to the Declaration, eight (8) condominium units are annexed and added to the ISLAND POINTE BEACH CLUB CONDOMINIUM and subjected to the Declaration.

By reason of this Supplement, Amendment and the annexation of the said eight (8) additional units to ISLAND POINTE BEACH CLUB CONDOMINIUM:

a. As of the effective date hereof, there are forty-four (44) condominium units.

b. As of the effective date hereof, each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to the Declaration in Phase I, II, III, IV, and V, and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number forty-four (44) until Units in the subsequent phase or phases are annexed to the Declaration as provided in Article XII of said Declaration.

c. As of the effective date hereof, every Unit Owner in Phase I, II, III, IV, and V, of ISLAND POINTE BEACH CLUB CONDOMINIUM shall be entitled and required to be a member of the Association and shall have those Voting Rights as defined in Article V of the Declaration.

4. The effective date of this Supplement and Amendment shall be the date it is recorded in the Office of the Register of Deeds for Sauk County, Wisconsin.

5. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of the ISLAND POINTE OWNERS ASSOCIATION, INC., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to ISLAND POINTE BEACH CLUB CONDOMINIUM.

IN WITNESS WHEREOF, HALE KAI, INC., a Wisconsin corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

HALE KAI, INC.

by: Warren R. Schultz, Sr. (SEAL)
Warren R. Schultz, Sr., President

by: Warren R. Schultz, Jr. (SEAL)
Warren R. Schultz, Jr., Secretary

AUTHENTICATION

Signatures authenticated this 13th day of May, 1988.

Thomas C. Groeneweg
Thomas C. Groeneweg
Title: Member State Bar of Wisconsin

This instrument drafted by:
Thomas C. Groeneweg
Quale, Hartmann, Bohl, Stevens & Reynolds
619 Oak Street, Post Office Box 443
Baraboo, WI 53913
(608) 356-3977

Exhibit "A"
Page 1

ISLAND POINTE BEACH CLUB
CONDOMINIUM
PHASE 5
SAUK COUNTY, WISCONSIN

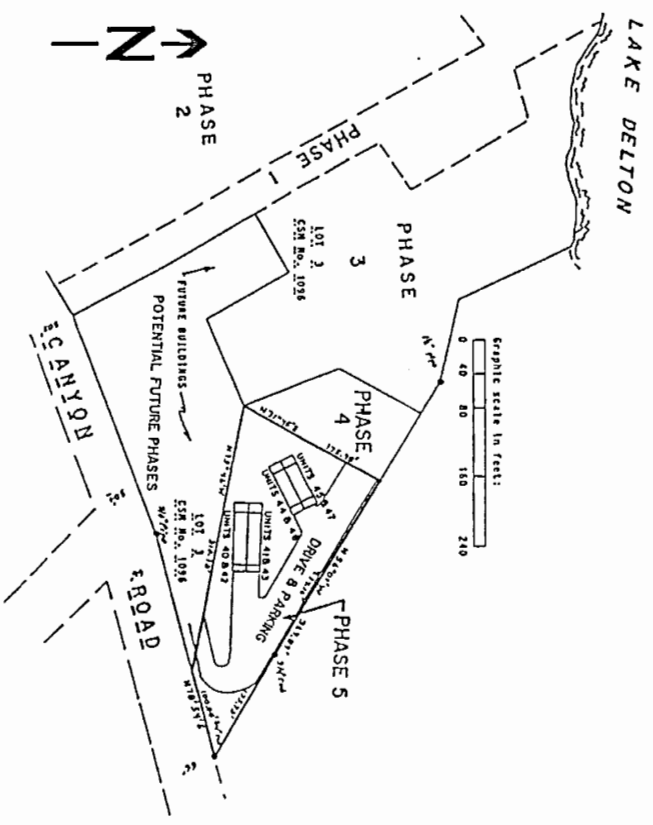
DESCRIPTION OF PHASE 5:

A parcel of land located in part of Lot 3, CSM No. 1096, Sauk County, Wisconsin bounded by the following described line: beginning at the most easterly corner of said Lot 3; thence S78°24'W, 100.00 feet; thence N75°46'W, 310.70 feet; thence N17°45'E, 175.98 feet; thence S56°01'E, 369.89 feet to point of beginning. Said parcel contains 39,170 square feet or 0.899 acres.

Unit No.	Floor Area Square Feet	Deck Area Square Feet
40441	1550	274
42443	874	274
44445	1102	274
46447	718	274

All covered decks may be screened in the future.

I, Kenneth G. Carlson, registered land surveyor, hereby certify that I have surveyed the above described parcel and that this plat is a correct representation of the exterior boundaries of the parcel described and the location of the buildings, and driveway constructed or to be constructed as proposed at the date hereof and the identification and location of each unit and the common elements can be determined.



Bearings are referenced to CSM No. 1096.
• - Found Iron as shown.

An agreement has been signed between Ken Carlson and Warren Schultz to except certain requirements of A-E-7, Wisconsin Administrative Code, namely not to set Irons at all phase corners.

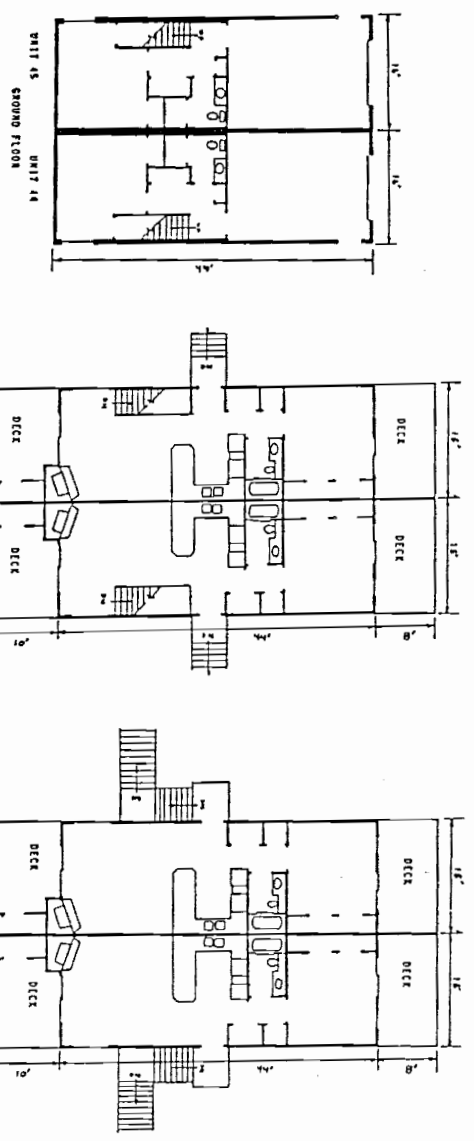


Exhibit "A"
Page 2

ISLAND POINTE BEACH CLU
CONDOMINIUM

PHASE 5

SAUK COUNTY, WISCONSIN



I, Kenneth G. Carlson, registered land surveyor, hereby certify that the drawings appearing hereon are an accurate copy of portions of the plans of each building and substantially depict the layout, location, unit numbers and dimensions of the building or buildings and units



Exhibit "A"

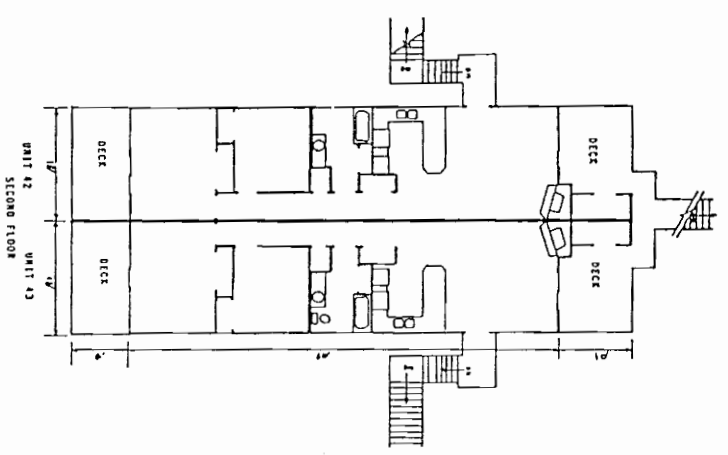
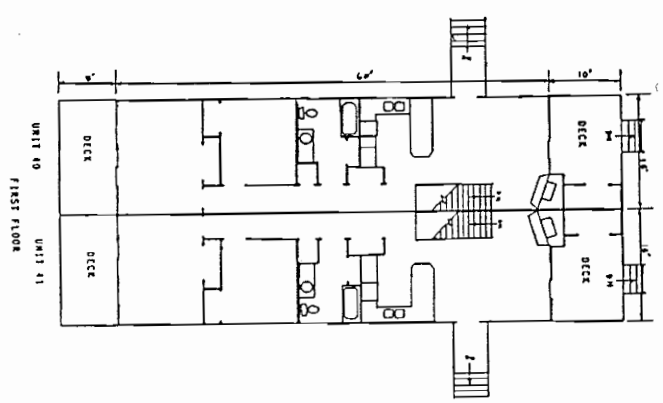
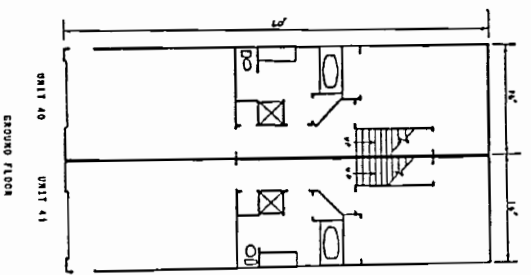
Page 3

ISLAND POINTE BEACH CLUB
CONDOMINIUM

PHASE 5

SAUK COUNTY, WISCONSIN

69nn



I, Kenneth O. Carlson, registered land surveyor, hereby certify that the drawings appearing hereon are an accurate copy of portions of the

ISLAND POINTE BEACH CLUB CONDOMINIUM

TENTH AMENDMENT AND FIFTH SUPPLEMENT TO CONDOMINIUM DECLARATION
OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS

This Tenth Amendment and Fifth Supplement to the Condominium Declaration of Easements, Restrictions, Covenants and Declarations ("Declaration"), for ISLAND POINTE BEACH CLUB CONDOMINIUM, made this 30th day of March, 1989.

1. STATE OF DECLARATION.

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of ISLAND POINTE BEACH CLUB CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of the Wisconsin Statutes.

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for ISLAND POINTE BEACH CLUB CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of ISLAND POINTE BEACH CLUB CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for ISLAND POINTE BEACH CLUB CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declaration, successors and assigns, and to all parties hereafter having any interest in the Property.

2. LEGAL DESCRIPTION.

The real estate described hereinafter, also described as Phase VI in the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to ISLAND POINTE BEACH CLUB CONDOMINIUM and subjected to the provisions of the Declaration. The buildings and units constructed or to be constructed are more fully described in the site plan and building and floor plans as a part of the Condominium Plat depicting the layout, location, perimeters, unit numbers and approximate dimensions of the buildings and units which is attached hereto and labelled as Exhibit "A". The additional real estate subjected to the provisions of the Declaration hereby is described as follows:

A parcel of land located in part of Lot 3, CSM No. 1096, Sauk County, Wisconsin bounded by the following described line: Commencing at the most southerly corner of said Lot 3; thence N26°40'W, 45.00 feet to point of beginning; thence N26°40'W, 195.00 feet; thence N63°20'E, 80.00 feet; thence S26°40'E, 110.00 feet; thence S1°28'E, 93.94 feet; thence S63°20'W, 40.00 feet to point of beginning.

Said parcel contains 13,900 square feet or 0.319 acres.

3. EFFECT OF ANNEXATION AND AMENDMENT.

By this Amendment to the Declaration, three (3) condominium units are annexed and added to the ISLAND POINTE BEACH CLUB CONDOMINIUM and subjected to the Declaration.

By reason of this Supplement, Amendment and the annexation of the said three (3) additional units to ISLAND POINTE BEACH CLUB CONDOMINIUM:

a. As of the effective date hereof, there are forty-seven (47) condominium units.

b. As of the effective date hereof, each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to the Declaration in Phase I, II, III, IV, V, and VI, and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number forty-seven (47) until Units in the subsequent phase or phases are annexed to the Declaration as provided in Article XII of said Declaration.

c. As of the effective date hereof, every Unit Owner in Phase I, II, III, IV, V, and VI, of ISLAND POINTE BEACH CLUB CONDOMINIUM shall be entitled and required to be a member of the Association and shall have those Voting Rights as defined in Article V of the Declaration.

4. The effective date of this Supplement and Amendment shall be the date it is recorded in the Office of the Register of Deeds for Sauk County, Wisconsin.

5. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of the ISLAND POINTE OWNERS ASSOCIATION, INC., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to ISLAND POINTE BEACH CLUB CONDOMINIUM.

IN WITNESS WHEREOF, HALE KAI, INC., a Wisconsin corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

HALE KAI, INC.

by: Warren R. Schultz, Sr. (SEAL)
Warren R. Schultz, Sr., President

by: Warren R. Schultz, Jr. (SEAL)
Warren R. Schultz, Jr., Secretary

AUTHENTICATION

Signatures authenticated this 30th day of March, 1989.

Thomas C. Groeneweg
Thomas C. Groeneweg
Title: Member State Bar of Wisconsin

This instrument drafted by:
Thomas C. Groeneweg
Quale, Hartmann, Bohl, Stevens & Reynolds, S.C.
619 Oak Street, Post Office Box 443
Baraboo, WI 53913
(608) 356-3977

ISLAND POINTE BEACH CLUB CONDOMINIUM

PHASE 6

SAUK COUNTY, WISCONSIN

Exhibit "A" Page 1

DESCRIPTION OF PHASE 6:

A parcel of land located in part of Lot 3, CSM No. 1096, Sauk County, Wisconsin bounded by the following described line: Commencing at the most southerly corner of said Lot 3; thence $M26^{\circ}40'W$, 45.00 feet to point of beginning; thence $M26^{\circ}40'W$, 195.00 feet; thence $M63^{\circ}20'E$, 80.00 feet; thence $S26^{\circ}40'E$, 110.00 feet; thence $S1^{\circ}28'E$, 93.94 feet; thence $S63^{\circ}20'W$, 40.00 feet to point of beginning. Said Parcel contains 13,900 square feet or 0.319 acres.

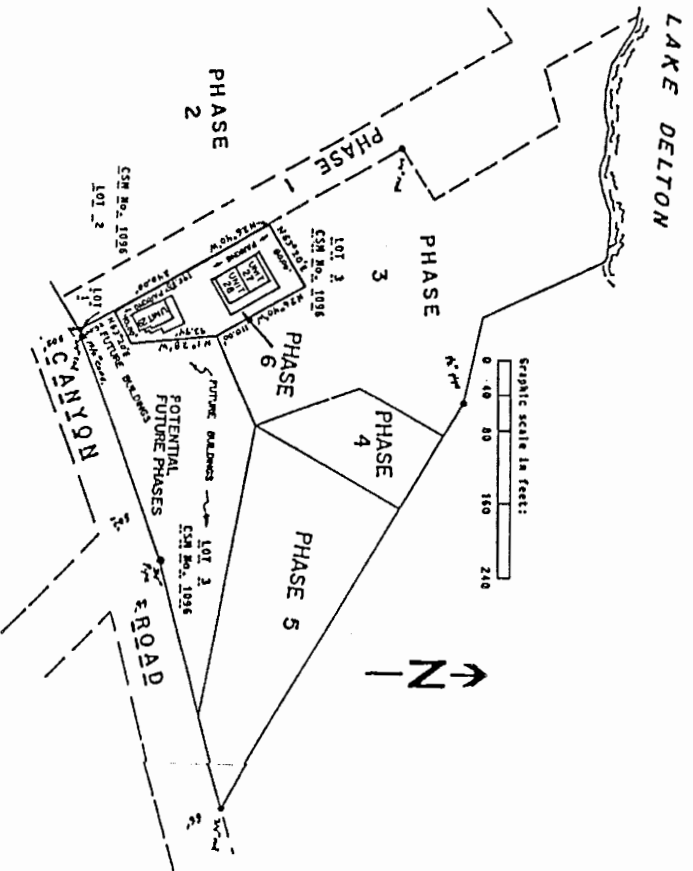
Unit No.	Floor Area		Deck Area	
	Square Feet		Square Feet	
27	1872		493	
28	1872		443	
29	1624		764	

All covered decks may be screened in the future.

Bearings are referenced to CSM No. 1096.

• Found Iron as shown.

An agreement has been signed between Ken Carlson and Warren Schultz to except certain requirements of A-E-7, Wisconsin Administrative Code, namely not to set Irons at all phase corners.



I, Kenneth G. Carlson, registered land surveyor, hereby certify that I have surveyed the above described parcel, that this plat is a correct representation of the exterior boundaries of the parcel described, the location of the building and driveways constructed or to be constructed as proposed at the date hereof and the identification and location of each unit and the common elements can be determined.

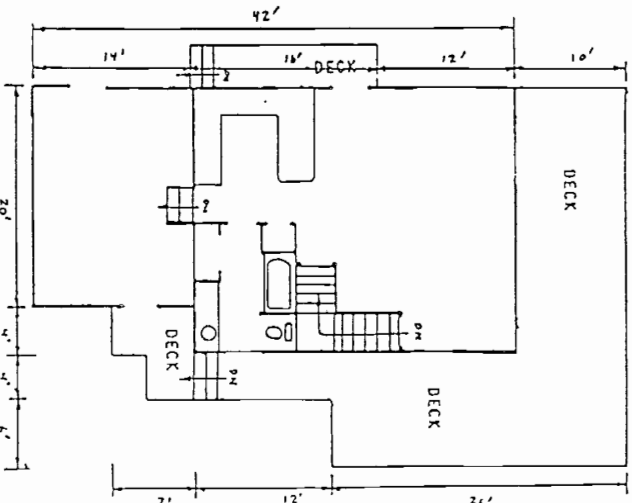
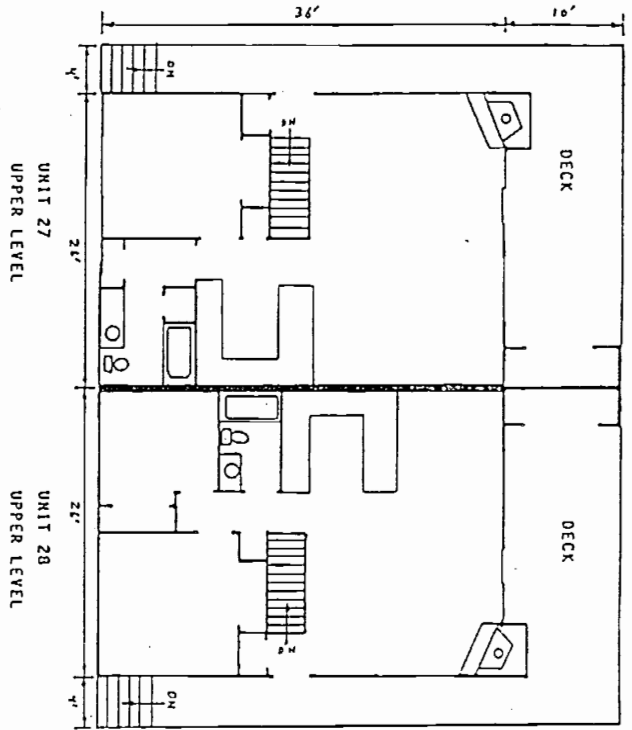


Condominium Plat
Island Pointe Beach Club Condominium
Phase 6
Page 1 of 2 pages.

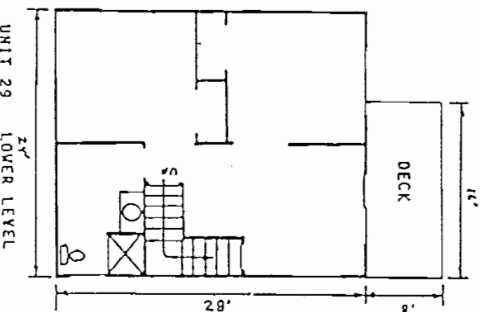
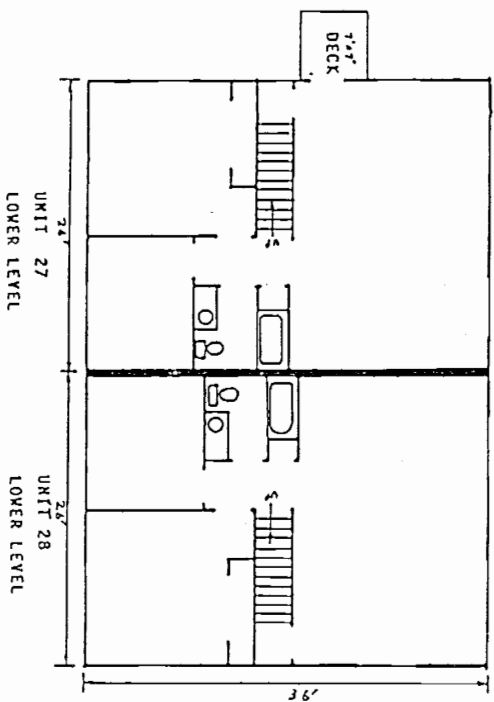
ISLAND POINTE BEACH CLUB CONDOMINIUM

PHASE 6
SAUK COUNTY, WISCONSIN

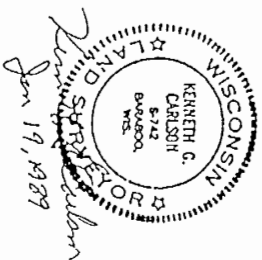
EXHIBIT "A"
Page 2



UNIT 29
UPPER LEVEL



I, Kenneth G. Carlson, registered land surveyor, do hereby certify the drawings appearing hereon are an accurate copy of portions of the plans of each building and substantially depict the layout, unit number and dimensions of the buildings and units located and erected or to be erected as of the date indicated.



Condominium Plat
Island Pointe Beach Club Condominium
Phase 6
Page 2 of 2 pages

REGISTER'S OFFICE
SAUK COUNTY WISCONSIN
RECEIVED FOR RECORD

REGISTRATION

AT 3:10 O'CLOCK P.M.
JAN 19 1989

RECEIVED FOR RECORD

522785

69ss

ISLAND POINTE BEACH CLUB CONDOMINIUM

ELEVENTH AMENDMENT AND SIXTH SUPPLEMENT TO CONDOMINIUM DECLARATION
OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS

This Eleventh Amendment and Sixth Supplement to the Condominium Declaration of Easements, Restrictions, Covenants and Declarations ("Declaration"), for ISLAND POINTE BEACH CLUB CONDOMINIUM, made this 16th day of June, 1989.

1. STATE OF DECLARATION.

The purpose of this Amendment and Supplement is to annex and submit the land described hereinafter and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of ISLAND POINTE BEACH CLUB CONDOMINIUM in the manner provided by the Declaration and Section 703.26 of the Wisconsin Statutes.

Declarant hereby declares that it is the owner of the real property described in paragraph 2 hereof and shown on the plat for ISLAND POINTE BEACH CLUB CONDOMINIUM ("Condominium Plat"), together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which is hereby submitted to the condominium form of ownership as part of ISLAND POINTE BEACH CLUB CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for ISLAND POINTE BEACH CLUB CONDOMINIUM. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declaration, successors and assigns, and to all parties hereafter having any interest in the Property.

2. LEGAL DESCRIPTION.

The real estate described hereinafter, also described as Phase 7 in the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, is hereby annexed to ISLAND POINTE BEACH CLUB CONDOMINIUM and subjected to the provisions of the Declaration. The buildings and units constructed or to be constructed are more fully described in the site plan and building and floor plans as a part of the Condominium Plat depicting the layout, location, perimeters, unit numbers and approximate dimensions of the buildings and units which is attached hereto and labeled as Exhibit "A". The additional real estate subjected to the provisions of the Declaration hereby is described as follows:

525821

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REGISTER'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD

APR 2 10 05 O'CLOCK P M

ON June 20 1989

A parcel of land located in part of Lot 3, CSM No. 1096, Sauk County, Wisconsin, bounded by the following described line: Beginning at the most southerly corner of said Lot 3; thence N26°40'W, 45.00 feet; thence N63°20'E, 40.00 feet; thence N1°28'W, 93.94 feet; thence N71°41'E, 109.26 feet; thence S75°46'E, 310.70 feet; thence S78°54'W, 166.01 feet; thence S73°10'W, 261.90 feet; thence S62°59'W, 5.00 feet to the point of beginning. Said parcel contains 37,890 square feet or 0.870 acres.

3. EFFECT OF ANNEXATION AND AMENDMENT.

By this Amendment to the Declaration, ten (10) condominium units are annexed and added to the ISLAND POINTE BEACH CLUB CONDOMINIUM and subjected to the Declaration.

By reason of this Supplement, Amendment and the annexation of the said ten (10) additional units to ISLAND POINTE BEACH CLUB CONDOMINIUM:

a. As of the effective date hereof, there are fifty-seven (57) condominium units.

b. As of the effective date hereof, each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to the Declaration in Phase I, II, III, IV, V, VI, and VII, and any subsequent phase or phases; provided, however, that said percentage of ownership for each Unit shall be determined by dividing the number one (1) by the number fifty-seven (57) until Units in the subsequent phase or phases are annexed to the Declaration as provided in Article XII of said Declaration.

c. As of the effective date hereof, every Unit Owner in Phase I, II, III, IV, V, VI, and VII, of ISLAND POINTE BEACH CLUB CONDOMINIUM shall be entitled and required to be a member of the Association and shall have those Voting Rights as defined in Article V of the Declaration.

4. The effective date of this Supplement and Amendment shall be the date it is recorded in the Office of the Register of Deeds for Sauk County, Wisconsin.

5. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles and By-Laws of the ISLAND POINTE OWNERS ASSOCIATION, INC., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the properties and units hereby annexed to ISLAND POINTE BEACH CLUB CONDOMINIUM.

ISLAND POINTE BEACH CLUB CONDOMINIUM

PHASE 7

SAUX COUNTY, WISCONSIN

DESCRIPTION OF PHASE 7:

A parcel of land located in part of Lot 3, CSM No. 1096, Sauk County, Wisconsin bounded by the following described line: Beginning at the most southerly corner of the lot 3, thence N2°10'W, 45.00 feet, thence S89°20'E, 10.00 feet, thence S89°20'E, 93.94 feet, thence S71°11'E, 109.26 feet, thence S71°11'E, 110.70 feet, thence S78°54'W, 155.01 feet, thence S73°10'W, 261.90 feet, thence S62°59'W, 5.00 feet to the point of beginning. Said parcel contains 37.890 square feet or 0.870 acres.

UNIT No.	FLOOR AREA Square feet	DECK AREA Square feet	COMMON BASEMENT AREA Square feet
30 & 31	1060	133	
32 thru 35	1097	133	
36 & 38	1202	133	850
37 & 39	1202	333	850

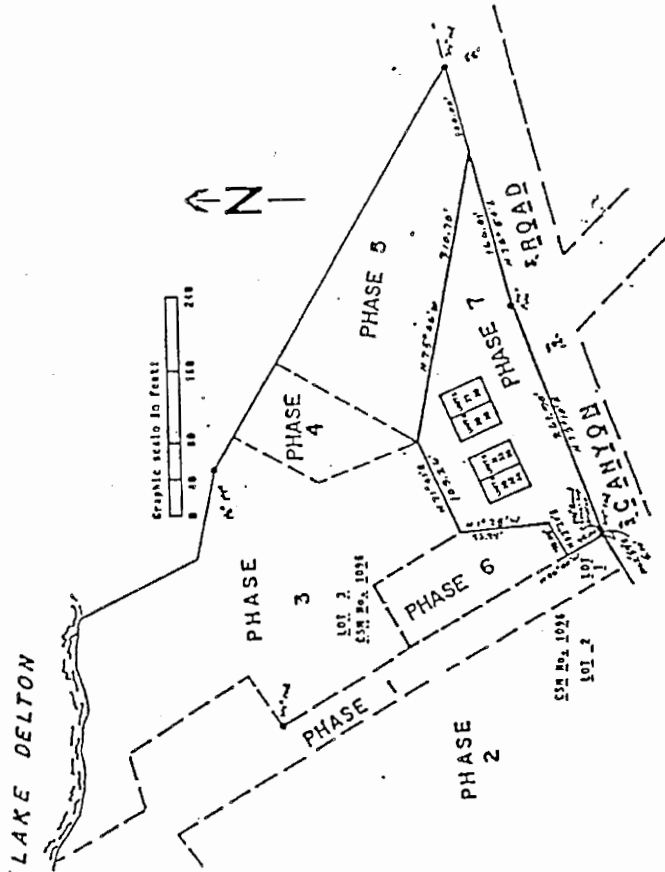
All covered decks may be screened in the future.

Bearings are referenced to CSM No. 1096.

• Found from as shown.

An agreement has been signed between Ken Carlson and Warren Schultz to except certain requirements of A-E-7, Wisconsin Administrative Code, namely not to set irons at all phase corners.

Condominium Plat
Island Pointe Beach Club Condominium
Phase 7
Page 1 of 2 pages.



I, Kenneth G. Carlson, registered land surveyor, hereby certify that I have surveyed the above described parcel, that this plat is a correct representation of the exterior boundaries of the parcel described and the location of the building and driveways constructed or to be constructed as proposed at the date hereof and the identification and location of each unit and the common elements can be determined.

IN WITNESS WHEREOF, HALE, KAI, INC., a Wisconsin corporation, has caused this instrument to be signed by its President and Secretary as of the date first set forth above.

HALE KAI, INC.

by: Warren R. Schultz, Sr. (SEAL)
Warren R. Schultz, Sr., President

by: David L. Schultz (SEAL)
David L. Schultz, Vice President

AUTHENTICATION

Signatures authenticated this 16th day of June, 1989.

Thomas C. Groeneweg
Thomas C. Groeneweg
Title: Member State Bar of Wisconsin

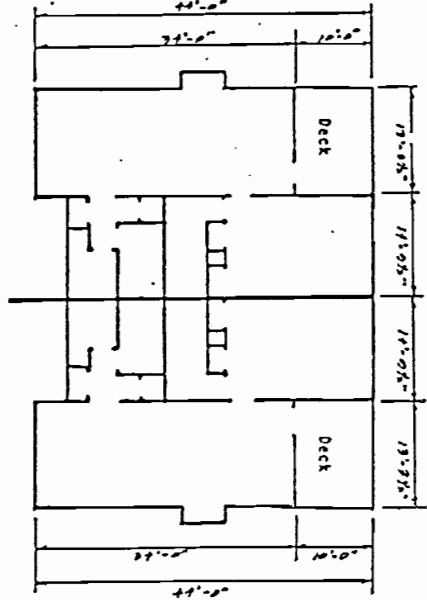
This instrument drafted by:
Thomas C. Groeneweg
Quale, Hartmann, Bohl, Stevens & Reynolds, S.C.
619 Oak Street, Post Office Box 443
Baraboo, WI 53913
(608) 356-3977

ISLAND POINTE BEACH CLUB

CONDOMINIUM

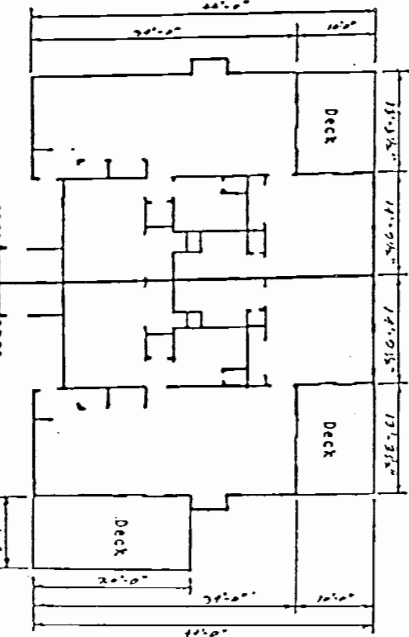
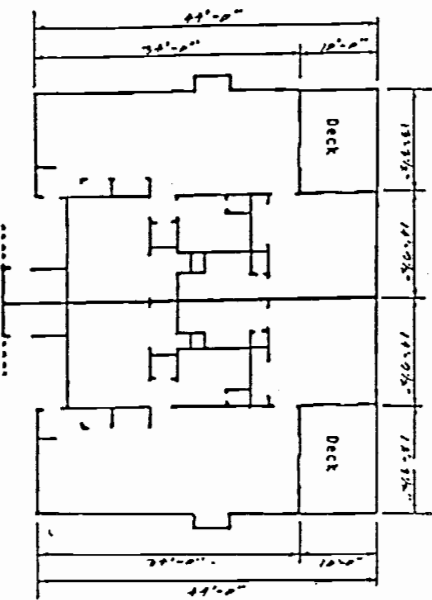
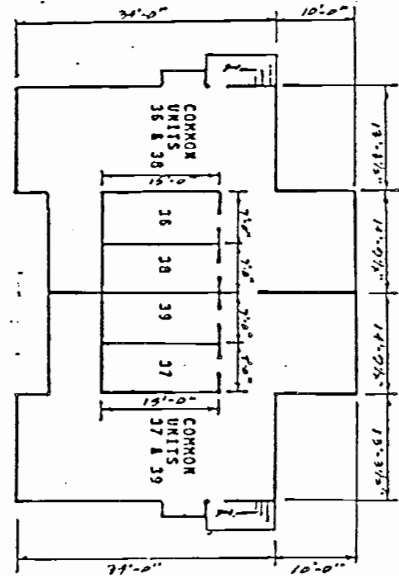
PHASE 7

SAUK COUNTY, WISCONSIN



UNIT 36
UNIT 36
BASEMENT

UNIT 37
UNIT 39
BASEMENT



1. Existing conditions, registered land surveyor, do hereby certify that the above is a true and correct copy of the original plans and specifications of the building and substantially depict the layout, unit numbers and dimensions of the buildings and units located and erected or to be erected as of the date indicated.



Handwritten signature and date: 10/18/89

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ARTICLES OF INCORPORATION

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ARTICLES OF INCORPORATION
OF
ISLAND POINTE OWNERS ASSOCIATION, INC.

(A Non-Stock, Non-Profit Corporation)

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator of a non-stock, non-profit corporation under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

Name

The name of the corporation shall be ISLAND POINTE OWNERS ASSOCIATION, INC. (the "Association").

ARTICLE II

Period of Existence

The period of existence of the Association shall be perpetual.

ARTICLE III

Purposes

The purposes for which this Association is organized are as follows:

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of ownership (such real estate and improvements hereinafter sometimes referred to as "condominium property"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for ISLAND POINTE BEACH CLUB CONDOMINIUM as recorded in the Office of the Register of Deeds for Sauk County, Wisconsin (hereinafter referred to as "Declaration");

(b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Condominium Ownership Act and the Declaration; and

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(c) To engage in any lawful activity included in and permitted under the Condominium Ownership Act and the Declaration within the purposes for which a non-stock, non-profit Corporation may be organized under the Wisconsin Non-Stock Corporation Law.

ARTICLE IV

Powers

The Association shall have and exercise all of the powers enumerated in the Wisconsin Condominium Ownership Act and the Wisconsin Non-Stock Corporation Law, to the extent not inconsistent with the Condominium Ownership Act, or the Declaration, or the By-Laws, including without limitation, the following:

(a) To exercise exclusive management and control of the common elements and facilities and limited common elements described and set forth in the Declaration;

(b) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the Association as set forth in the Declaration;

(c) To maintain, repair, replace, reconstruct, operate and protect the common elements and facilities and limited common elements as set forth in the Declaration;

(d) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Association and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common elements and facilities and limited common elements as described and set forth in the Declaration;

(e) To enter into contracts on behalf of the unit owners, and act as agent of the unit owners, with regard to, among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;

(f) To purchase insurance on the condominium property and insurance for the benefit of the Association and its members as set forth in the Declaration;

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19 MAR 356

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(g) To make and amend By-Laws and reasonable rules and regulations governing, among other things, the use and operation of the condominium property in the manner provided by the Declaration;

(h) To enforce by legal means the provisions of the Condominium Ownership Act, the Declaration, the By-Laws, assessments and liens against the units, and any rules and regulations governing the use and operation of the condominium property;

(i) To acquire and hold title to units for the benefit of the unit owners pursuant to the right of first refusal, or otherwise, as set forth in the Declaration and to sell, lease, mortgage, vote the votes appurtenant to, and otherwise deal with said units so acquired for the benefit of all unit owners as set forth in the Declaration;

(j) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Association; and

(k) To do all things necessary or convenient to effectuate the purposes of this Association and the Declaration.

ARTICLE V

Members

All owners of units in ISLAND POINTE BEACH CLUB CONDOMINIUM shall be entitled and required to be members of the Association, and membership shall at all times consist exclusively of and be limited to such unit owners. The Association shall initially have two classes of voting membership. The designation of such classes, and the respective rights and qualifications of the two classes of membership, shall be as set forth in the By-Laws of the Association.

ARTICLE VI

Registered Agent and Principal Office

The location of the initial principal office of the Association shall be Route 1, Box 173, Wisconsin Dells, Wisconsin, 53965, and the initial registered agent at such address shall be Warren R. Schultz, Sr.

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ARTICLE VII

Directors

The number of the directors of the Association shall be as fixed in the By-Laws, but in no event shall be less than three (3). The manner in which directors shall be elected, appointed or removed shall be provided in the By-Laws.

The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the initial directors are:

Warren R. Schultz, Sr.
Route 1, Box 173
Wisconsin Dells, Wisconsin 53965

Warren R. Schultz, Jr.
Route 4
Wisconsin Dells, Wisconsin 53965

David L. Schultz
Meadow View Lane, Box 165
Lake Delton, Wisconsin 53940

ARTICLE VIII

Officers

The principal officers of the Association shall be a President, Vice-President, a Secretary, and a Treasurer. The officers shall be elected, appointed or removed in the manner provided by the By-Laws, and shall have and exercise the powers and duties assigned in the By-Laws.

ARTICLE IX

Incorporator

The name and address of the incorporator of this Association is:

Warren R. Schultz, Sr.
Route 1, Box 173
Wisconsin Dells, Wisconsin 53965

ARTICLE X

Stock, Dividends, Dissolution

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The Association shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the income, assets or surplus of the Association shall be distributed to its members, directors, or officers, except upon dissolution of the Association. The Association may pay compensation in reasonable amounts to employees, members, directors, or officers for services rendered, except as limited in the By-Laws, and may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the Association, and the removal of ISLAND POINTE BEACH CLUB CONDOMINIUM from the provisions of the Wisconsin Condominium Ownership Act, all of the Association's assets, after payment of its liabilities and obligations, shall be distributed to the members of the Association in accordance with their undivided percentage interest in the common elements of the condominium.

ARTICLE XI

Amendment

These Articles may be amended in the manner provided by law at the time of amendment.

IN WITNESS WHEREOF, the undersigned has executed these Articles in duplicate this 14th day of October, 1980.

Warren R. Schultz, Sr.
Warren R. Schultz, Sr.

STATE OF WISCONSIN
FILED

STATE OF WISCONSIN)
) SS
SAUK COUNTY)

OCT 15 1980

VEL PHILLIPS
SECRETARY OF STATE

On this 14th day of October, 1980, personally appeared before me the above named WARREN R. SCHULTZ, SR., known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

Thomas C. Groeneweg
Thomas C. Groeneweg
Notary Public, Sauk County, Wisconsin
My Commission is Permanent.

This instrument was drafted by:
Thomas C. Groeneweg
Quale, Hartmann, Bohl & Evenson
619 Oak Street
Baraboo, Wisconsin 53913

BY-LAWS
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BY-LAWS
OF
ISLAND POINTE OWNERS ASSOCIATION, INC.

Pursuant to Articles of Incorporation of ISLAND POINTE OWNERS ASSOCIATION, INC., and the Condominium Declaration for ISLAND POINTE BEACH CLUB CONDOMINIUM recorded in the Office of the Register of Deeds for Sauk County, Wisconsin, the following are adopted as the By-Laws of ISLAND POINTE OWNERS ASSOCIATION, INC., which is a nonprofit, nonstock corporation formed and organized to serve as an Association of Unit Owners who own real estate and improvements under the condominium form of ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

ARTICLE I

DEFINITIONS

"Association" shall mean and refer to Island Pointe Owners Association, Inc., its successors and assigns.

"Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Directors as same may be from time to time recorded and amended.

"Common Elements" mean all of the condominium except its units.

"Common Expenses and Common Surpluses" mean the expenses and surpluses of the Association.

"Condominium" means property subject to the condominium declaration.

"Condominium Instruments" mean this declaration, plats and plans of this Condominium together with any attached exhibits or schedules.

"Declarant" shall mean and refer to Hale Kai, Inc., and its assigns, together with any successor to all or substantially all of its business of developing the real property which is or may become subject to this declaration.

"Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as same may from time to time be amended.

"Limited Common Elements" mean those common elements identified in the declaration or on the condominium plat as reserved for the exclusive use of one or more but less than all of the unit owners.

"Mortgagee" means the holder of any recorded mortgage encumbering one or more units or a land contract vendor.

"Person" means an individual, corporation, partnership, association, trustee or other legal entity.

"Property" means unimproved land, land together with improvements on it or improvements without the underlying land.

"Unit" means a part of the Condominium intended for any type of independent use, including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a building, the outer perimeters of which are formed by the exterior surfaces of the structure including but not limited to doors, windows, roofs, foundations and exterior walls.

"Unit Number" means the number, letter or combination thereof, identifying a Unit in this declaration.

"Unit Owner" means a person, combination of persons, partnership or corporation who holds legal title to a Condominium Unit or has equitable ownership as a land contract vendee.

ARTICLE II

MEMBERS, MEETINGS AND VOTING

Section 1. Members. All owners of Units in ISLAND POINTE BEACH CLUB CONDOMINIUM shall be entitled and required to be members of the Association. No person or entity other than a Unit Owner or Declarant may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit. The Association shall have two classes of voting membership, and the rights and qualifications of the members are as follows:

a. Class A Members.

1. Defined - Class A Members shall be all Unit Owners with the exception of the Declarant, and shall

have one (1) vote for each Unit owned.

2. One (1) Vote Per Unit - When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

3. Transfer of Membership - Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new owner, identification of Unit, date of transfer, name of person designated to vote and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes in its records effective as of the date of transfer.

b. Class B Members.

1. Defined - Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the occurrence of either of the following events:

(a) When the total votes outstanding in Class A membership equal or exceed the total outstanding Class B membership, or

(b) Ten (10) years from the date of the recording of the Declaration.

2. Reinstatement - The Declarant shall be entitled to reinstatement as a Class B member of the Association at the time of each expansion of the Condominium as provided in Article XII of the Declaration. In such event, Declarant shall be entitled to all of the rights and privileges of Class B membership, including three (3) votes for each Unit owned by it. Each such reinstatement of Class B

membership shall terminate when the total votes outstanding in Class A membership again equal or exceed the total votes outstanding in Class B membership.

3. Rights of Declarants - Notwithstanding any other provisions contained in these By-Laws, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and the officers of the Association, and to exercise the powers and responsibilities otherwise assigned by the Declaration to the Association or its officers. However, this control shall not extend for a period exceeding the earlier of: (1) ten (10) years from the date of recording of the Declaration, or (2) thirty (30) days after the conveyance of seventy-five (75%) percent of the common interests to purchasers, including those Common Elements which are the subject of a possible expansion of the Condominium as set forth in Article XII of the Declaration.

Section 2. Quorum and Proxies for Member's Meetings. A quorum for member's meetings shall consist of a majority of votes entitled to vote unless otherwise provided for in these By-Laws or the Declaration. Votes may be cast in person or by proxy. The act of a majority of votes present in person or by proxy at any meeting at which a quorum is present shall be the act of the members, unless provided otherwise under the Act or Declaration. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of 180 days, unless sooner revoked, they must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

Section 3. Time, Place, Notice and Calling of Member's Meetings. Written notice of all meetings stating the time and place and purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all Unit Owners, to each member at his address as it appears on the books of the Association and shall be mailed or personally delivered not less than ten (10) days or more than sixty (60) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors.

Section 4. Annual and Special Meetings. The annual meeting shall be held at least once each calendar year on a date and at a time to be determined by the Board of Directors for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President and any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members who have one-third (1/3) or more of all votes entitled to be cast.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Initial Board of Directors. The initial Board of Directors shall consist of three (3) persons appointed by Declarant, who need not be members of the Association, to serve until Class B membership ceases and is converted to Class A membership as provided in Article II. Notwithstanding the foregoing, prior to the conveyance of twenty-five (25%) percent of the Units in ISLAND POINTE BEACH CLUB CONDOMINIUM, an Association meeting shall be held and Unit Owners other than Declarant shall elect at least twenty-five (25%) percent of the Board of Directors. Prior to the conveyance of fifty (50%) percent of the Units by Declarant, an Association meeting shall be held and the Unit Owners other than Declarant shall elect at least one-third (1/3) of the Board of Directors.

Section 2. Number and Qualifications of Directors. After the termination of Class B membership, the Board of Directors shall consist of five (5) persons, to be classified with respect to the terms by which they severally hold office as set forth in Section 4 below. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

Section 3. Powers and Duties of the Board of Directors. The affairs of the Association including management and operation of the Condominium property, shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation and these By-Laws.

Section 4. Election and Term of Directors. At the first annual meeting of Association after the initial termination of Class B Membership, the members shall elect five (5) Directors to be classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows: (a) Two (2) Directors whose term shall expire after one (1) year, at the next annual meeting of the Association; (b) Two (2) Directors whose terms shall expire after two (2) years at the second annual meeting of the Association after their election; (c) One (1) Director whose term shall expire after three (3) years, at the third annual meeting of the Association after his election.

The successors to the class of Directors whose terms expire as set forth above shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified, or until any said Directors shall have been removed in the manner hereinafter provided, so that the term of one class of Directors shall expire in each year.

Section 5. Vacancies on Board. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the members shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting of the members at which that class of Directors is to be elected.

Section 6. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the votes of the members entitled to be cast and a successor may then and there be elected to fill the vacancy thus created.

Section 7. Regular Meeting and Notice. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.

Section 8. Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by two (2) Directors on three (3) days' prior written notice to each Director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

Section 9. Waiver of Notice. Before, or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum of Directors - Adjournments. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the act of the majority of the Directors present at the meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

Section 11. Fidelity Bonds. The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

ARTICLE IV

OFFICERS

Section 1. Designation of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, Treasurer, and such other officers as the Board of Directors may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors.

Section 3. Term. The officers of this Association

shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later date specified therein, and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 6. Duties. The duties of the officers are as follows:

a. President. The President shall preside at all meetings of the Board of Directors and of the Association; shall see that orders and resolutions of the Board are carried out. He shall have all the general powers and duties which are usually vested in the office of President, including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accord with the provisions herein. The President shall perform such duties and have such authority as are delegated by the Board of Directors.

b. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

c. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; maintain the book of resolutions; serve notices to members as provided in Article II; keep appropriate current records showing the members of the Association together with their addresses; conduct elections as specified in Article III, and shall perform such other duties as required by the Board.

d. Treasurer. The Treasurer shall cause all monies of the Association to be deposited in appropriate accounts and disbursed therefrom as directed by resolution of the Board of Directors, shall cosign any promissory notes and contracts; keep proper books of accounts; cause an annual audit of the Association books to be made by an independent public accountant at the completion of each full fiscal year; and shall be the chief officer responsible for the preparation of an annual budget and a statement of income and expenditures to be presented to the Board and to the membership at its regular annual meeting.

e. Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or admitted to be taken by him as a Director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or admitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law. The Board of Directors may provide Director's and officer's liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.

Section 7. Compensation. No Director or officer of the Association shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

ARTICLE V

OPERATION OF THE PROPERTY

Section 1. The Association. The Association, acting through the Board of Directors, shall be responsible for the administration, management and operation of Condominium property, in accordance with the Declaration, the Articles of Incorporation and these By-Laws. The Association may contract for management services and a management agent with respect to the administration and operation of the Condominium.

Section 2. Rules and Regulations. The Association, through the Board of Directors, shall from time to time

adopt rules and regulations governing the operation, maintenance and use of the Units and the Common Elements and facilities by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units and the Common Elements and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the Unit shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration. The Association, through its Board of Directors, shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be altered and amended or repealed in the same manner as these By-Laws. (See Article IX).

Section 3. Common Expenses. The Board of Directors shall determine the Common Expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of assessments payable by each Unit to meet the estimated Common Expenses of the Association for the ensuing year. The amount required by such budget shall be assessed against the Units and allocated among the members of the Association according to their respective percentages of ownership in the Common Elements and facilities of the Condominium as set forth in the Declaration. The assessments shall be made on an annual basis and shall be prorated and due monthly. If not paid on or before the due date, the assessment shall bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate to be set by the Association for each assessment period. If delinquent for more than thirty (30) days, the Association may accelerate the annual assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

Section 4. Operating Budget. The annual operating budget shall provide for two funds, one of which shall be designated the "Operating Fund" and the other the "Reserve Fund". The Operating Fund shall be used for all Common Expenses which occur with at least annual frequency, such as amounts required for the cost of maintenance and repair of the Common Elements, management services, insurance, common

services, administration, materials and supplies. The Reserve Fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the Operating Fund may be charged against the Reserve Fund. In the event that both funds prove inadequate to meet the necessary Common Expenses, or at the discretion of the Board of Directors, the Directors may levy further assessment(s) against the Unit Owners.

The Reserve Fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property or against each Unit, if resulting from action by the Association. The Unit Owner or Owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specifically assessed for the full amount thereof. The Directors may also use the Reserve Fund for the maintenance and repair of any Unit if such maintenance and repair, although the obligation of the Unit Owner, is necessary to preserve the aesthetics of the Condominium property. The full amount of the cost of any such maintenance or repair shall be assessed to the Unit Owner responsible therefor. The annual budget shall be prepared and determined by August 1 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each Unit by the date of the annual member's meeting and shall furnish copies of the budget on which such common assessments are based to each member.

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such assessments or the budget upon which they are based, and the petition is signed by members representing more than fifty (50%) percent of the membership entitled to vote with respect to such assessments, then the Directors shall notify all members of a meeting called for the sole purpose of reviewing such assessments or budget. At such meeting the vote of more than fifty (50%) percent of the membership entitled to vote may revise the budget and assessments, and such revised budget and corresponding assessments shall replace for all purposes the ones previously established; provided, however, that the annual budget and assessments may not be revised downward to a point lower than the average total budget for the preceding two (2) years and provided further, that if a budget and assessments have not been established and made for any two (2) preceding years, then the budget and assessments may not be revised downward until two (2) years of experience exist.

Section 5. Effect of Nonpayment of Assessments: Remedies of Association. Any assessment not paid when due shall immediately become a personal debt of the Unit Owner and also a lien, as provided in the Act until paid and may upon resolution of the Association bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be set by the Association for each assessment. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the said lien against the property in like manner as a mortgage of real estate. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The owner of a Unit against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE VI

REPAIRS AND MAINTENANCE

Section 1. Individual Units. Each Unit Owner shall furnish, at his own expense, and be responsible for the following:

--the maintenance, repairs and replacements of the exterior of each Unit and of those facilities which serve said Unit. There shall be no change in materials, design and color to the exterior without the prior written approval of the Architectural and Environmental Control Committee.

--the maintenance, repairs and replacements of all conduits, ducts, sewers, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries or are within the Limited Common Element appurtenant to each Unit.

--all of the maintenance, repairs and replacements within his own Unit, all of the doors and windows appurtenant thereto and any portion of utility service facilities located within the Unit boundaries; provided, however, such maintenance, repairs and replacements as may be required for the bringing of water and utilities to the Unit, shall be furnished by the Association as part of the Common Expenses.

Section 2. Common Elements and Facilities. The Association, subject to the rights of the Unit Owners set forth in the Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean,

attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged and specifically assessed to such Unit Owner), for accomplishment of the following specific items of maintenance and repair with respect to the Common and Limited Common Elements:

--landscaping, tree pruning, grass cutting, edging and trimming. Repair, replacement or restoration of roads, drives, parking areas and retaining walls.

--snow removal.

--maintenance, repair and restoration as necessary of sanitary sewer tile systems.

--maintenance and repair of septic and water systems.

--provision, maintenance and storage of equipment and materials required to accomplish the foregoing.

Section 3. Owner Maintenance and Limited Common Elements. Each Unit Owner, at his sole expense, shall be responsible for repair, maintenance and appearance of the porch, patio, balcony or any other Limited Common Element appurtenant to his Unit, including (without limitation) responsibility for breakage, damage, malfunction and ordinary wear and tear. The Unit Owner shall not paint or otherwise decorate, restructure or adorn or change the appearance of any such Common Element appurtenant to his Unit without the approval of the Architectural and Environmental Control Committee. Each Unit Owner shall be responsible for snow and ice removal from those areas which are a part of the Limited Common Element appurtenant to his Unit.

Section 4. Association Services. The Association may provide any service or maintenance requested by Unit Owner or Owners with respect to individual Units or Limited Common Elements that the Association is able and willing to provide or perform, and shall specially assess such requesting owner or owners thereof.

ARTICLE VII

DUTIES AND OBLIGATIONS OF UNIT OWNERS

Section 1. Rules and Regulations. The Units and

Common Elements and facilities and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws and the rules and regulations of the Association, including the following:

a. Use. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Unit for residential purposes shall not be considered to be a violation of this covenant. Notwithstanding the foregoing, Declarant reserves the right to use an unsold Unit as a "model" and sales office.

b. Obstructions. There shall be no obstruction of the Common Elements nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein.

c. Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof to increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any owner or any invitee of any owner and each owner shall indemnify and hold the Association and the other owners harmless against all loss resulting from any damage or waste caused by him or his invitees, to the Association or other owners. No noxious, destructive or offensive activities shall be carried on in any Unit or in the Common Elements or any part thereof. Nor shall anything be done therein which may be or may become an annoyance or nuisance to any other owner or to any other person at any time lawfully residing in the Unit.

d. Signs. No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Association or Declarant.

e. Animals. No animals of any kind shall be permitted in any Unit, Common Element or Limited Common Element.

f. Alteration, Construction or Removal.

Nothing shall be altered or constructed in or removed from the Common Elements and facilities, except upon the written consent of the Association.

g. Conflict. The above rules and regulations and those which may be hereafter adopted by the Association, are in addition to the Declaration and the documents, contracts, declarations and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations and easements set forth in reference therein shall govern.

Section 2. Maintenance and Repair of Units. Every Unit Owner must perform properly or cause to be performed all maintenance and repair work on his own Unit which if omitted would affect the project in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association or to adjoining Unit Owners, as the case may be, for any damages caused by his failure to do so.

ARTICLE VIII

GENERAL

Section 1. Address. The mailing address of this Association shall be Route 1, Box 173, Wisconsin Dells, Wisconsin, 53965, until termination of Class B membership in the Association.

Section 2. Fiscal Year. The fiscal year of the Association shall begin on the first day of September and end on the last day of August in each year.

Section 3. Seal. The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the words "CORPORATE SEAL, WISCONSIN".

ARTICLE IX

AMENDMENTS

Section 1. By Members. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by an affirmative vote of not less than sixty-seven (67%) percent of the votes present or represented at such meeting, provided a quorum is in attendance.

Section 2. By Directors. These By-Laws may also be altered, amended or repealed and new By-Laws may be adopted by the Board of Directors by an affirmative vote of a majority of the Directors present at any meeting at which a quorum is in attendance. No By-Law adopted by the members of the Association shall be amended or repealed by the Board of Directors if the By-Law so adopted so provides.

Section 3. Rights of Declarant. No amendment of these By-Laws shall alter or abrogate the rights of Declarant as contained in these By-Laws.

ARTICLE X

POWERS

This Association shall have the power to:

a. To exercise exclusive management and control of the Common Elements and facilities and Limited Common Elements described and set forth in the Declaration;

b. To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the Association as set forth in the Declaration;

c. To maintain, repair, replace, reconstruct, operate and protect the Common Elements and facilities and Limited Common Elements as set forth in the Declaration;

d. To determine, levy and collect assessments against the Unit Owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Association and the Common Expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the Common Elements and facilities and Limited Common Elements as described and set forth in the Declaration;

e. To enter into contracts on behalf of the Unit Owners, and act as agent of the Unit Owners, with regard to, among other things, common services as required for each Unit, utilities, and such other matters as may be determined by the members of the Association;

f. To purchase insurance on the Condominium property and insurance for the benefit of the Association

and its members as set forth in the Declaration;

g. To make and amend By-Laws and reasonable rules and regulations governing, among other things, the use and operation of the Condominium property in the manner provided by the Declaration;

h. To enforce by legal means the provisions of the Condominium Ownership Act, the Declaration, the By-Laws, assessments and liens against the Units, and any rules and regulations governing the use and operation of the Condominium property;

i. To acquire and hold title to Units for the benefit of the Unit Owners pursuant to the right of first refusal, or otherwise, as set forth in the Declaration and to sell, lease, mortgage, vote the votes appurtenant to, and otherwise deal with said Units so acquired for the benefit of all Unit Owners as set forth in the Declaration;

j. To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Association; and

k. To do all things necessary or convenient to effectuate the purposes of this Association and the Declaration.

ARTICLE XI

MISCELLANEOUS

Section 1. Indemnity of Officers and Directors. Every person who is or was a Director or an officer of the Association together with the heirs, executors and administrators of such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by or imposed upon him in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which he has made or threatened to be made a party by reason of his being or having been such Director or officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful

misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, Directors or employees shall be entitled as a matter of law.

All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses; provided, however, that nothing in this Article XI contain shall be deemed to obligate the Association to indemnify any member or owner of the Condominium Unit who is or has been an employee, Director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, the Wisconsin Condominium Ownership Act, the Articles and By-Laws of the Association, as a member of the Association, or owner of a Condominium Unit.

Section 2. Record of Ownership. Every Unit Owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to him of such Unit or other evidence of his title thereto, and shall file any lease with and present such other evidence of his title to the Board of Directors, and the Secretary shall maintain all such information in the membership list of the Association.

Section 3. Mortgages. Any Unit Owner who mortgages his Unit or any interest therein shall notify the Board of Directors of the name and address of his mortgagee, and also of any release of such mortgage and the Secretary shall maintain all such information in the membership list of the Association. The Board of Directors at the request of any mortgagee, owner or any prospective purchaser of any Unit or interest therein shall report to such person within ten (10) business days, the amount of any assessments against such Unit when due and unpaid.

Section 4. Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Wisconsin Condominium Ownership Act, which shall control in case of any conflicts.

Section 5. Interpretation. In case of any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid in any other provision

hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.