Contents

1st Amend.- Definition of "unit" (orig. 12 cabins)

2nd Amend.- New Exhibit A, Future Enclosures & Use of Units

3rd Amend.- New Exhibit A, Future Enclosures & Use of Units

4th Amend.- Declaration & supplements modified to annex 11 units (Total 23)

5h Amend.- Elimination of Right of First Refusal

6th Amend.- Declaration & supplements modified to annex 9 units (Total 32).

7th Amend.- Definition of Unit, Future enclosures & decks and many other revisions of declarations

8th Amend.- Declaration & supplements modified to annex 4 units. (Total 40)

9th Amend.- Declaration & supplements modified to annex 8 units. (Total 44)

10th Amend.- Declaration & supplements modified to annex 3 units. (Total 47)

11th Amend.- Declaration & supplements modified to annex final 10 units (total 57)

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, Section 2 of the Declaration is amended to read as follows: REGISTER'S OFFICE

"Unit" means a part of the Condominium intended for any type of independent use, RECEIVED FOR RECORD 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.

MAR 24 1981

SAUK COUNTY, WIS.

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9. N. B.+E 300

IN WITNESS WHEREOF, this First Amendment to the Declaration for Island Pointe Beach Club Condominium has been executed by 53

Volume 1 Page 139

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, St., President

Attest:

Warren R. Schultz, Jr. Secretary

AUTHENTICATION

Signatures authenticated this 20th day of March, 1981.

Thomas C. Groeneweg

Title: Member State Bar of Wisconsin

This instrument was drafted by Thomas C. Groeneweg.

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454728

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

OCT 20 1982

AF 3:40 O'CLOCK M. RECORDED IN
YOL ... OF Cond ON PAGE 380
Nokut + Scheele REGISTER

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ISLAND POINTE BEACH CLUB CONDOMINIUM

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 $\underline{12th}$ day of $\underline{}$ 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

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 provisons thereof.

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

President

Warren R. Schultz, Jr.

Secretary.

Nancy L. Allen

Owners of Unit #2

Owners of Unit #7

Marilyn M / Siegert

: VOL 1 MOE 383

| Shirley J. Miller Owner of Unit #11 | Ricardo R. Farias Owner of Unit #12 |
|---|--|
| STATE OF WISCONSIN) OUNTY OF SAUK) | |
| I HEREBY CERTIFY that on this before me personally appeared Warren R. Warren R. Schultz, Jr., Secretary responsion corporation, to me known to be foregoing instrument, and to me known, of said corporation, and acknowledged instrument as such officers as the deed authority. | Schultz, Sr., President and ectively of HALE KAI, INC., a see the persons who executed the to be such President and Secretary that they executed the foregoing |
| | 14011 |
| | Notary Bullion |
| My Commission Expires: | Notary Public |
| | |
| 5-7-83 | |
| STATE OF WISCONSIN) OUNTY OF SAUK OUNTY OF SAUK | |
| On this 21st day of Notary Public in and for said County at Richard A. Allen and Nancy L. Allen, he persons whose names are subscribed in that they executed the same for the purexpressed and in the capacity therein s | nd State, personally appeared Is wife, known to me to be the The within instrument and acknowledged The poses and consideration therein |
| | Mary R. Orbust |

Notary Public

My Commission Expires:

10-20-85

36

STATE OF WISCONSIN) COUNTY OF SAUK On this 215 day of <u>lucyust</u>, 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. Notary Public My Commission Expires: 10-20-85 STATE OF WISCONSIN) COUNTY OF SAUK On this 1/4 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. Marse R Debult Notary Public My Commission Expires: 10.20-85 STATE OF WISCONSIN) COUNTY OF SAUK

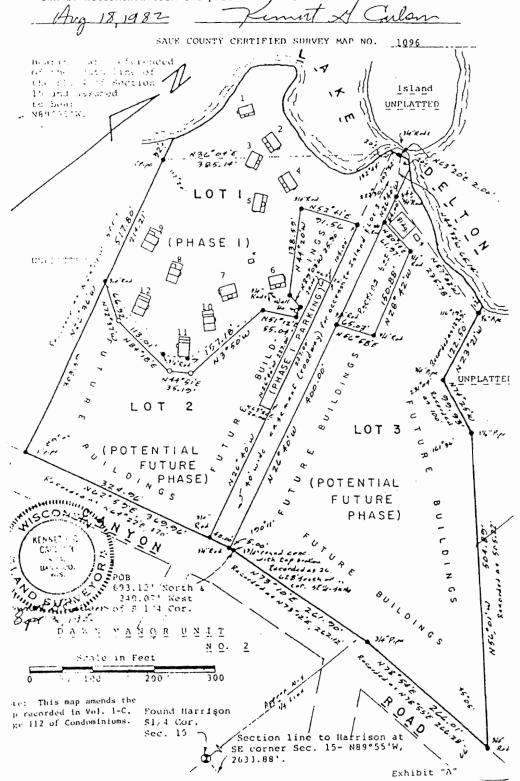
On this 213 day of August, 1982, before me the undersigned Notary Public in and for said County and State, personally appeared Shirley J. Miller, known to me to be the person whose name is subscribed in the within instrument and acknowledged that she executed

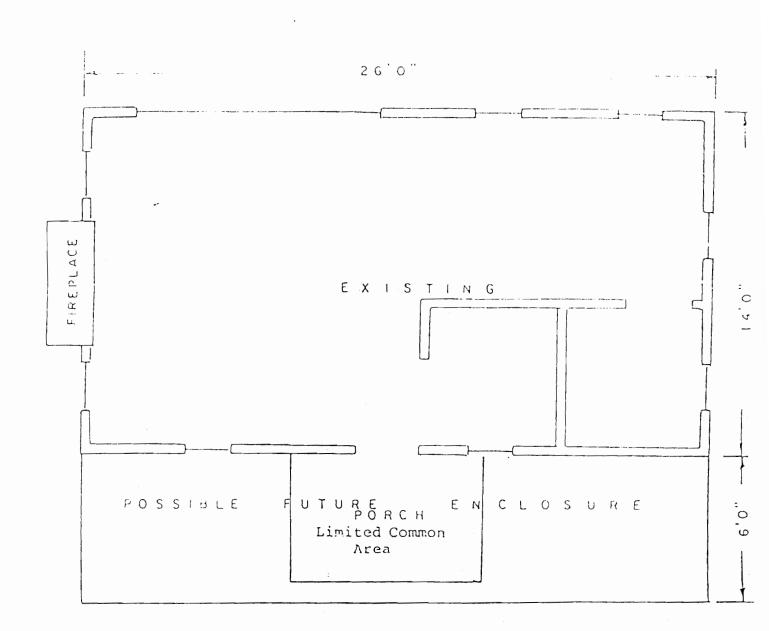
the same for the purposes and consideration therein expressed and in the capacity therein stated. Notary Public Roberts /0-20-85
My Commission expires STATE OF WISCONSIN)) SS COUNTY OF SAUK On this Widday of August, 1982, before me the undersigned Notary?
Public in and for said County and State, personally appeared Ricardo 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. Nary Public My Commission expires 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 STATE OF WISCONSIN)) SS COUNTY OF SAUK I HEREBY CERTIFY that on this 12 day of October, 1982, before me personally appeared Round Meyer and respectively of WISCONSIN SAVINGS ASSOCIATION, a Wisconsin savings and loan association, to be known to be the persons who executed the foregoing instrument, and to me known, to be such Occ President of said association, and acknowledged that they executed the foregoing instrument as such officers as the deed of said association by its authority. Thurun R. Alm / C 20 85
My Commission expires

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

TSLAND POINTE BEACH CLUB CONDONTATUM VOL. 1 Mac 380

1. Fenneth G. Carlson, registered land surveyor, hereby certify that this plat is a correct representation of the common inium 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.





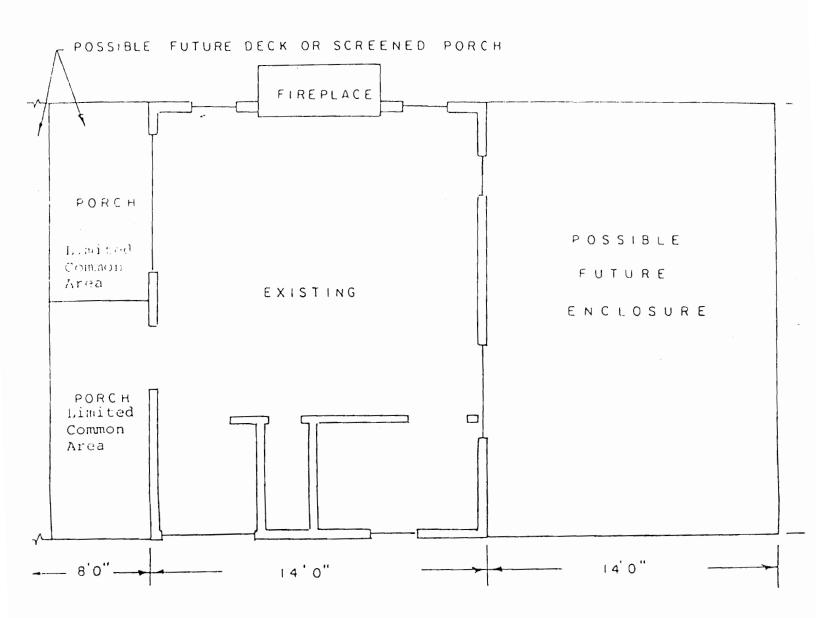
FLOOR PLAN

Units 1 thru 7 . Existing 364 Square Feet Max.

Existing floor plan may be reversed.

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ISLAND POINTE BEACH CLUB CONDOMINIUM



FLOOR PLAN
Units 8,9 , Existing 252 Square Feet
Puture 252 Square Feet

Existing floor plan may be reversed.

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REGISTER'S OFFICE SAUK COUNTY, WIS. 463063 RECEIVED FOR RECORD

OCT 28 1983 3

ISLAND POINTE BEACH CLUB CONDOMINIUM

AT ? O'CLOCK M. RECORDED III.

OF CONOURN PASE 3 26.

John H. REGISTER

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

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 con-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.

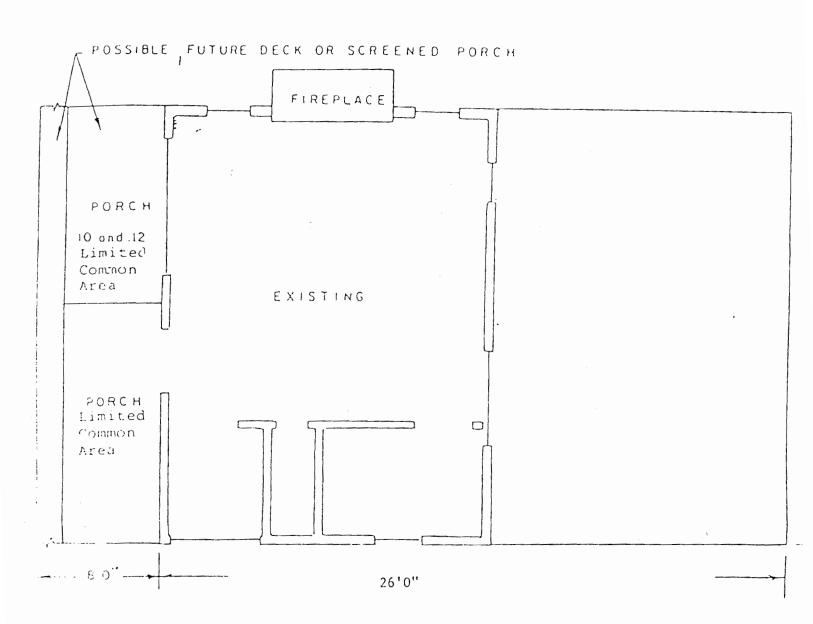
3. Article IV, Section 2 of the Declaration is amended to provide in full as follows:

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

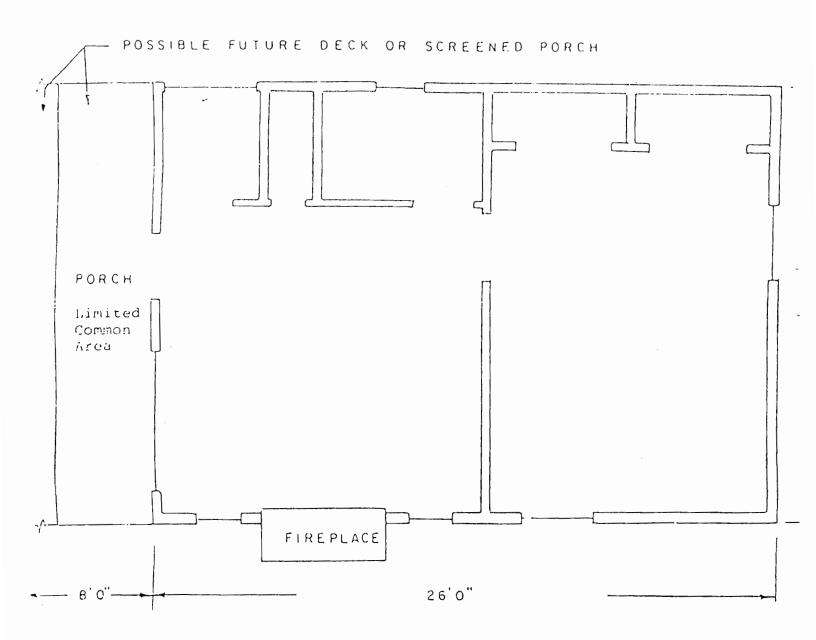


FLOOR PLAN

UNITS 10 and 12

468 square feet

ISLAND POINTE BEACH CLUB COMDOMINIUM



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.

Owner of Unit #1

Nancy L. Allen

Owner of Unit #2

| -4- |
|---------------------------------------|
| Tacob I Prater |
| , uncou of tracer |
| Gloria A. Prater Owners of Unit #4 |
| Gioria A. Prater |
| \ |
| Donn Dolby |
| Donn Dolby |
| MA Della |
| Alice Dolby |
| Owners of Unit #6 |
| Wayne A. Lemilhe |
| Wayne A. Lembke |
| |
| Carrie L. Lembke |
| Carrie L. Lembké Owners of Unit #8 |
| |
| Paul R. Siegert |
| Paul R. Siegert |
| Λ |
| Marilyn W Siggert |
| Harriyii d. Siegere |
| Owners of Unit #10 |
| |
| Ricardo R. Farias |
| Owner of Unit #12 |
| |

| STATE | OF | WISC | (NIRNC | |
|--------|----|------|--------|----|
| | | |) | SS |
| COUNTY | OF | SAU | () | |

On this 3rd day of September, 1983, 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.

Mary Public Robusty

My Commission Expires:

10/20/85

STATE OF WISCONSIN)

COUNTY OF SAUK

)

On this 30 day of , 1983, 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.

Marsen R. Policetz

My Commission Expires:

10/20/85

STATE OF WISCONSIN)

COUNTY OF SAUK

)

Marsind Achulty.

STATE OF WISCONSIN) COUNTY OF SAUK

On this <u>Bull</u>day of <u>August</u>., 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.

Notary Public

My Commission Expires:

10/20/85

STATE OF WISCONSIN)

COUNTY OF SAUK

On this 34 day of 4., 1983, before me the undersigned Notary Public in and for said County and State, personally appeared David R. Sullivan and Susan A. Sullivan, hio wife, known to me to be the persons whose names ele 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.

Muru R. Bluetty

My Commission Expires:

10/20/85

STATE OF WISCONSIN)

) SS

COUNTY OF SAUK

On this 3rd day of /text., 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.

Marren R. Abutty
Notary Public

| STATE OF WISCONSIN) |
|--|
| COUNTY OF SAUK) |
| On this day of, 1983, 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. |
| Mary Public Defult |
| My Commission Expires: |
| 10/20/85 |
| STATE OF WISCONSIN) |
|) SS COUNTY OF SAUK) |
| On this 3 day of 1983, 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 Public |
| My Commission Expires: |
| 10/20/85 |
| STATE OF WISCONSIN) |
| COUNTY OF SAUK) |
| On this day of d |

Maru N. Mult

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Volume I lage 533

-8-

| STATE OF WISCONSIN) |
|---|
| COUNTY OF SAUK) |
| On this 3rd day of 4, 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. |
| Marrin R. Schultz Notary Public |
| My Commission Expires: |
| 10/20/85 |
| STATE OF WISCONSIN) On this day of day of , 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. |
| Marria L. Rebuilty |
| My Commission Expires: |
| 10/ 16- |

-9-

WISCONSIN SAVINGS ASSOCIATION, a Wisconsin savings and loan association, being the mortgagee of Units 1, 3, 5, 6, 7, 8, 9, 10 and 12 of the above Third Amendment to the Declaration for said condominium and to all the terms and provisions thereof.

in the above condominium, hereby consents to the execution and recordation WISCONSIN SAVINGS ASSOCIATION. a savings and loan association. STATE OF WISCONSIN) COUNTY OF SAUK I HEREBY CERTIFY that on this to day of Sept.

1983, before me personally appeared found C. Meyer respectively of WISCONSIN SAVINGS ASSOCIATION. a Wisconsin savings and loan association, to be known to the persons who executed the foregoing instrument, and to me known, to be such Vice President. and of said association, and acknow-ledge that they executed the foregoing instrument as such officers as the deed of said association by its authority. Marken A. Mchultz Notary Public My Commission Expires:

HALE KAI, INC., a Wisconsin corporation, being the Land Contract Vendor of Unit #4, hereby consents to the execution and recordation of the Third Amendment to the Declaration for said condominium and to all the terms and provisions thereof.

> HALE KAI, INC. a Wisconsin corporation

By: Warren R. Activity.

Attest: Mary E. Marsich

This instrument was drafted by:

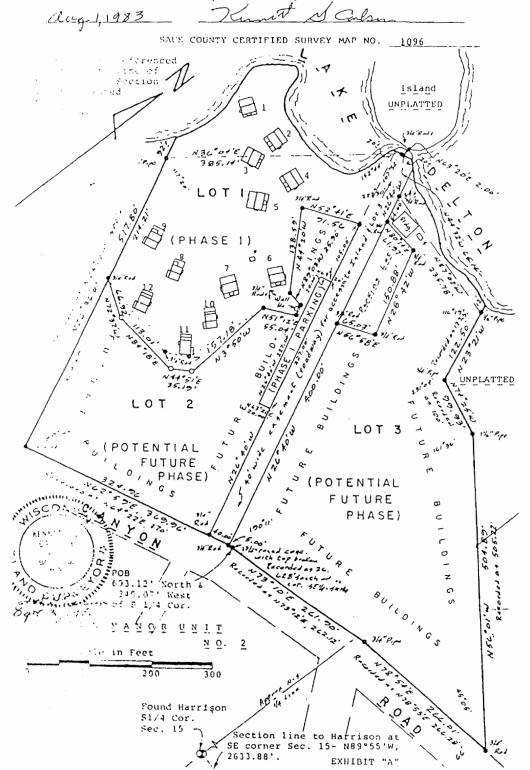
Attorney Thomas C. Groeneweg Quale, Hartmann, Bohl & Evenson 619 Oak Street

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ISLAND POINTE BEACH CLUB CONDOMERIUM

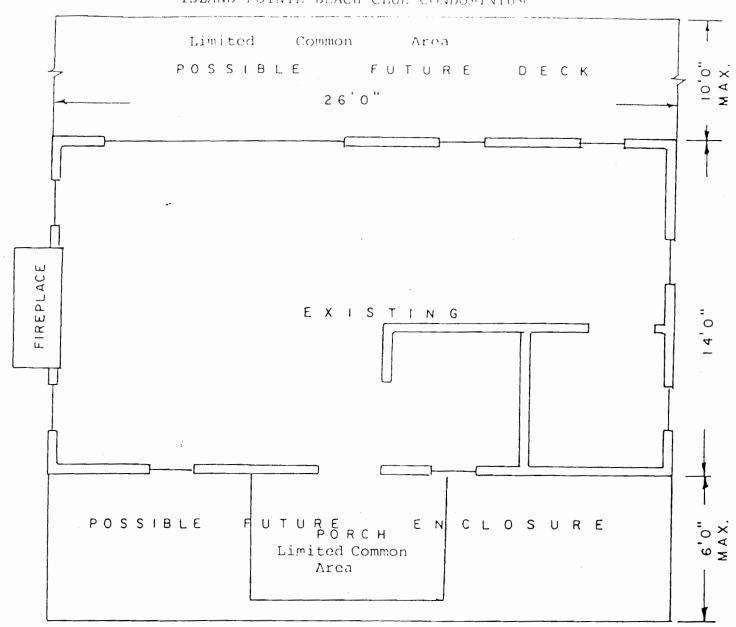
Volume 1 Page 535

1. Someth G. Carlson, registered land surveyor, hereby certify that this plin is a correct representation of the comdominium described and the identification and location of each unit and the common elements in the determined from the plat including the 3 Floor Plan sheets.



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Volume / Page 534.
ISLAND POINTE BEACH CLUB CONDOMINIUM



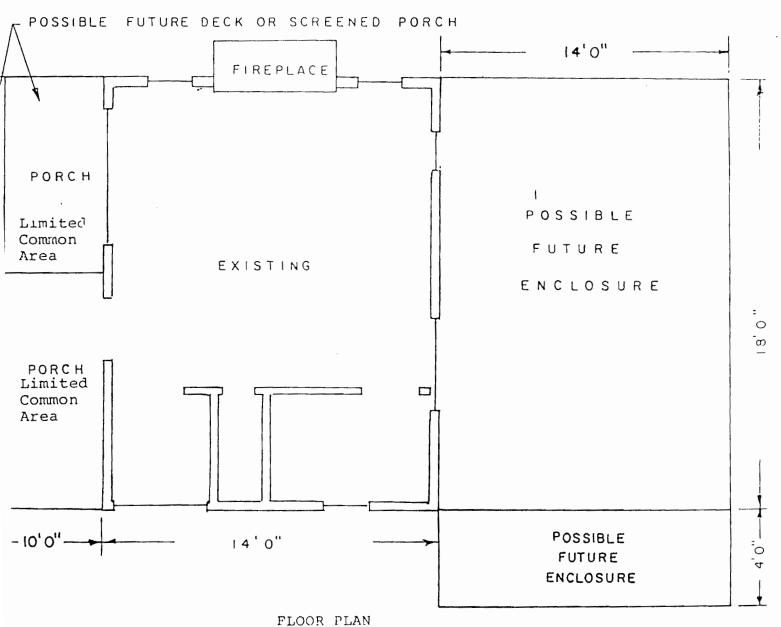
PLOOR PLAN

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

Existing floor plan may be reversed.

Revised April 26, 1983

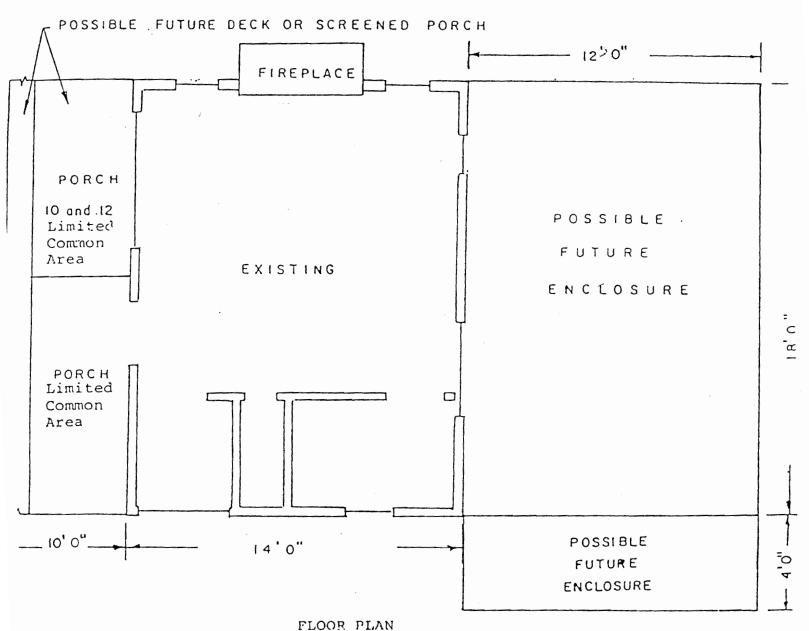
ISALND POINTE BEACH CLUB CONDOMINIUM



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

Existing floor plan may be reversed.

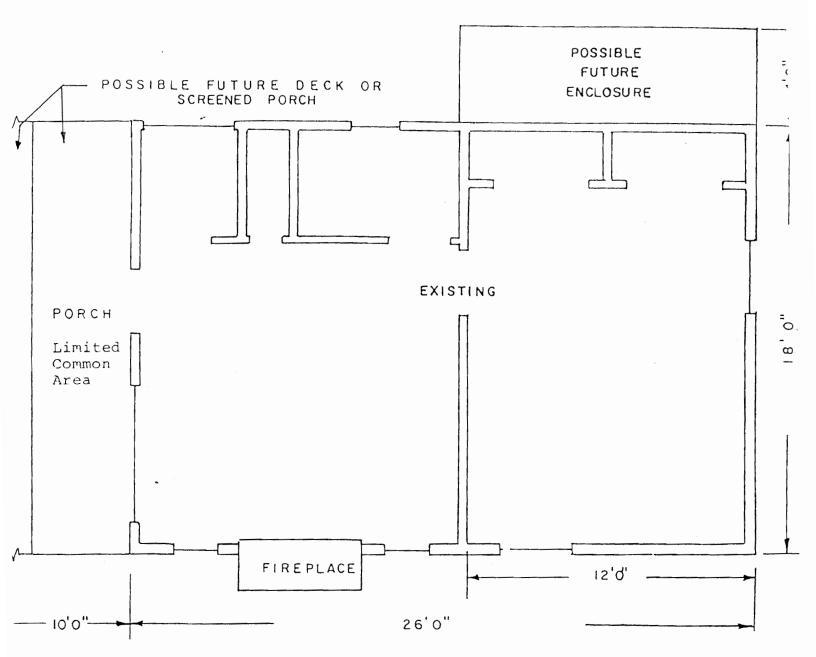
ISALND POINTE BEACH CLUB COMDOMINIUM



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

Existing floor plan may be reversed.

ISLAND POINTE BEACH CLUB CONDOMINIUM



FLOOR PLAN

Unit ll , 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 VOIL ... OF LAODO BN PAGE 54A. REGISTER

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 ("Condomimium 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 All provisions hereof shall be deemed to run with CONDOMINIUM. 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 Bylaws 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:

- Possible Future Addition and Possible Future Garage 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 not withstanding, 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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Volume 1 lago 543.

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: Marren R. Schultz, S. President

By: Warren R. Schultz, H. Secretary

AUTHENTICATION

Signatures authenticated this

1944 day of December,

1983.

Thomas C. Groeneweg

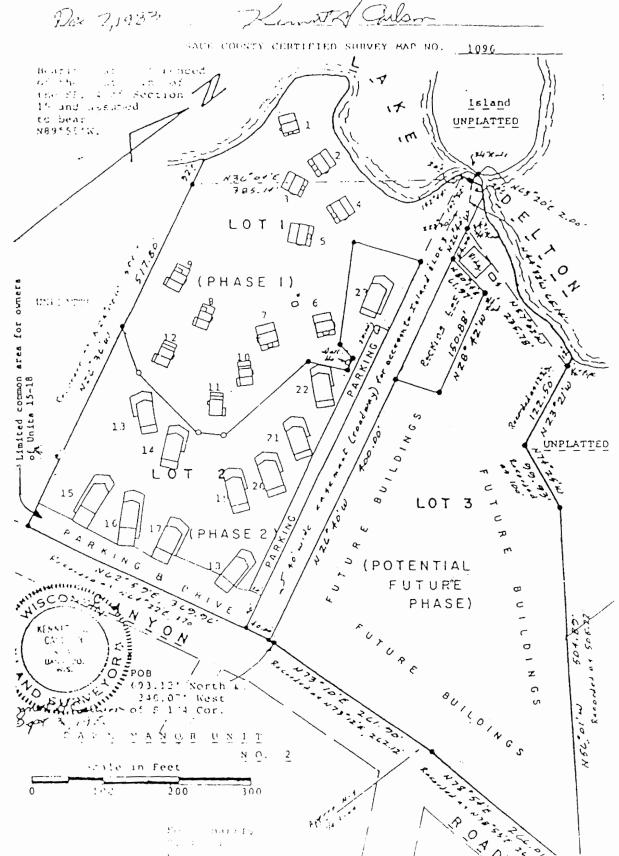
Title: Member State Bar of Wisconsin

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

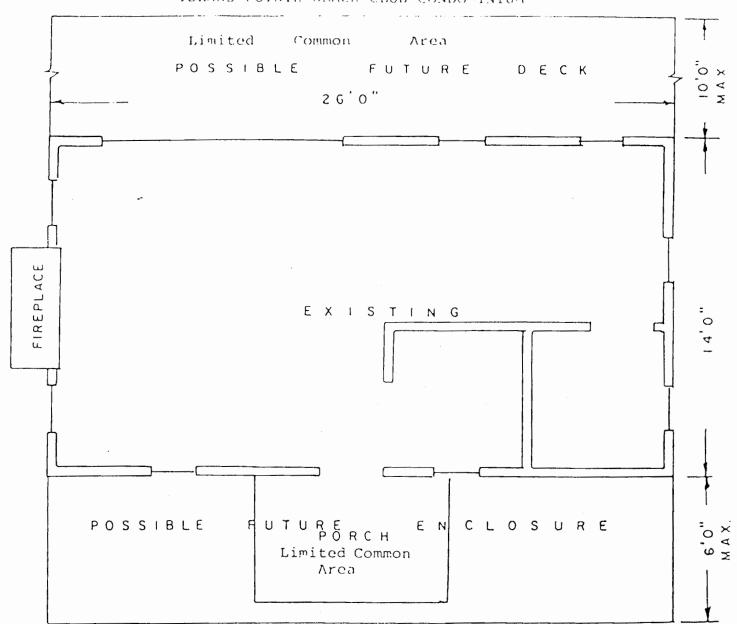
Volume I Page 543-A

ISLAND POINTE BEACH CLUB CONDOMINIUM

f, February C. ailson, registered land surveyor, hereby certify that this plan is a correct representation of the comdominium described and the iteratification and location of each unit and the common elements can indetermined from the plan including the floor plan sheets.



ISLAND POINTE BEACH CLUB CONDOMINIUM



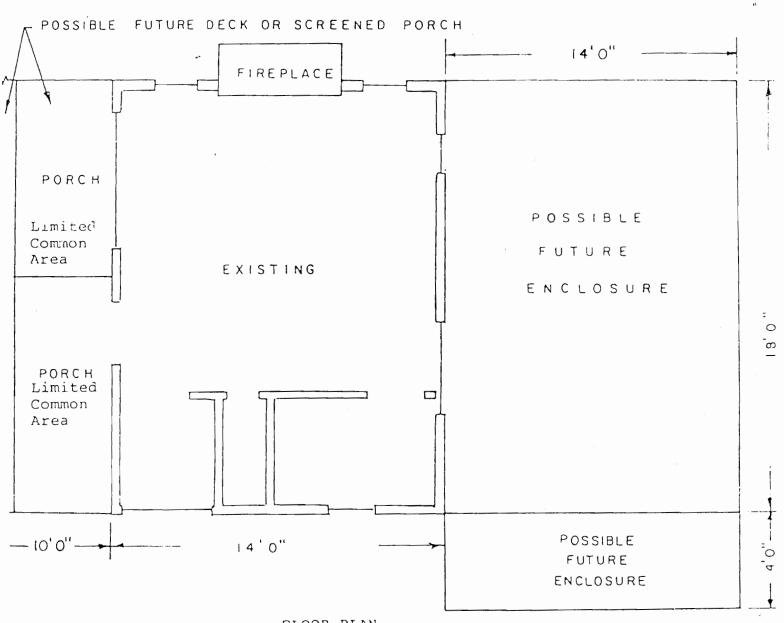
LTOOB BEVA

Units 1 thru 7 , Existing 364 Square Feet

Puture 156 Square Feet Max.

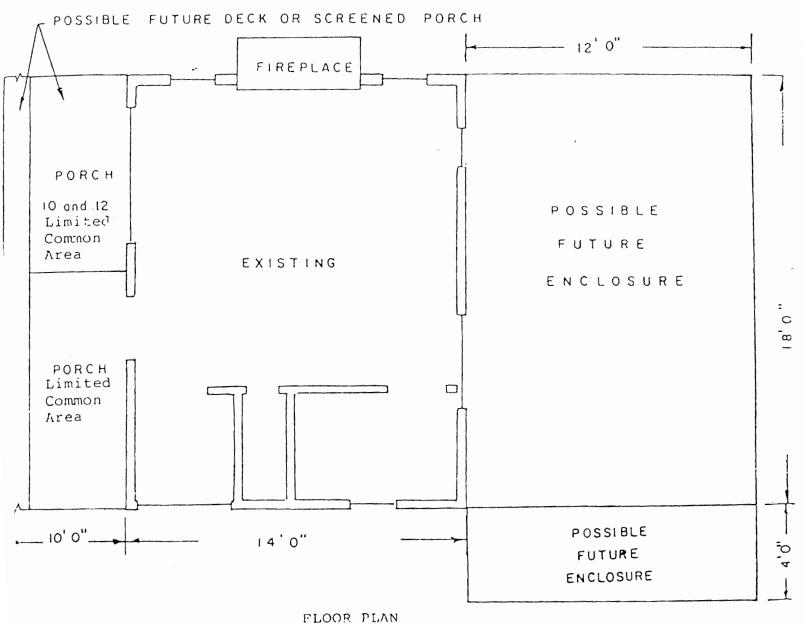
Existing floor plan may be reversed.

ISALND POINTE BEACH CLUB CONDOMINIUM



FLOOR PLAN
Units 8,9 , Existing 252 Square Feet
Puture 308 Square Feet

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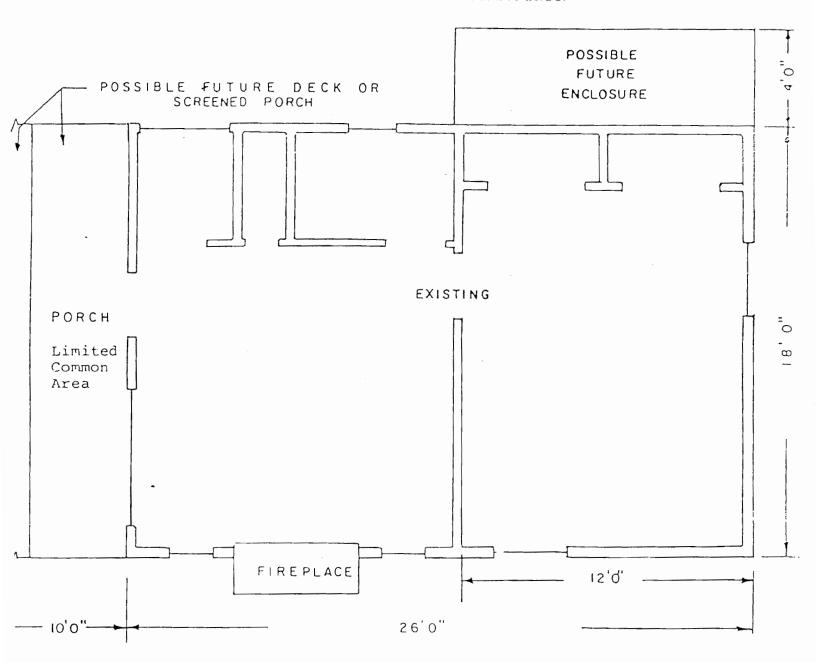


Units 10, 12 , Existing 25? Square Feet
Puture 264 Square Feet

Existance Goor plan may be reversed.

Volume 1 Page 547

ISLAND POINTE BEACH CLUB CONDOMINIUM

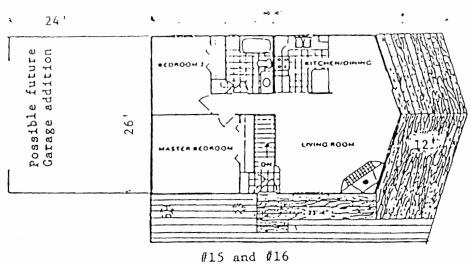


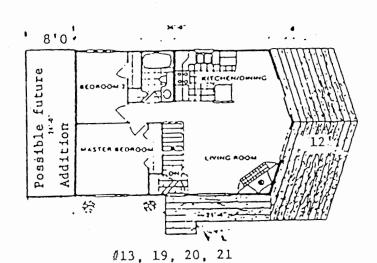
FLOOR PLAN

Unit 11 , Existing 468 Square Feet.

Future 48 Square Feet.

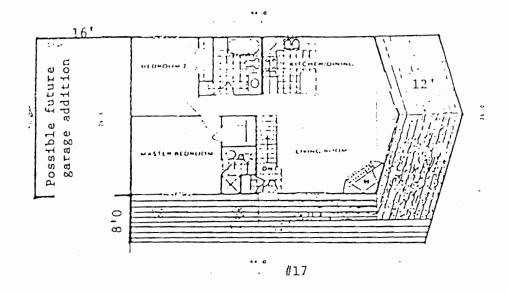


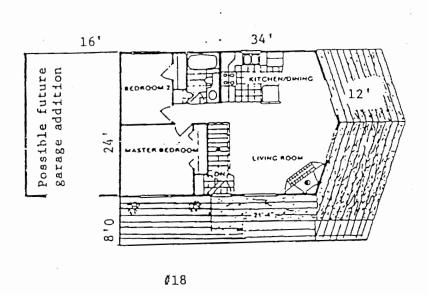




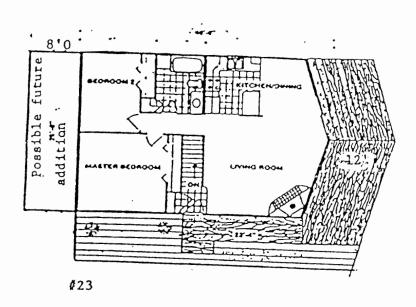
Possible future Add1t1on . 55

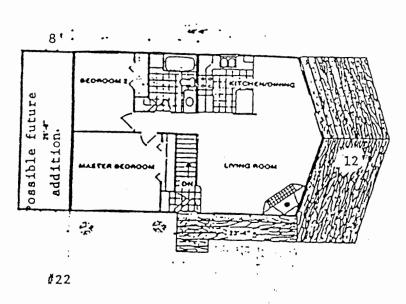
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NOTE: Existing floor plans may be reversed. Developer also reserves the right to construct unit to a minimum length of 32'.





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 DELCARATION 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 or units within the Condominium.

Jacob Briland
President

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

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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.

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 cis 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 Said parcel contains 1.90 acres, more or less. Delton.

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.

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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: Marren R. Schultz, St., President

Warren R. Schultz, Jr., Secretary

AUTHENTICATION

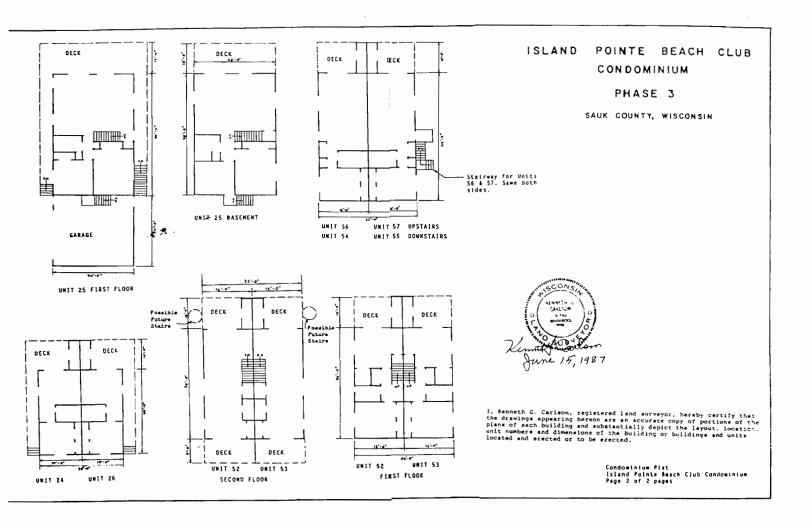
Signatures authenticated this _____ day of July, 1987.

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

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ISLAND POINTE BEACH CLUB CONDOMINIUM

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

9 N.B.

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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. <u>Maintenance</u>, <u>Repairs</u>, <u>and Replacements of Units</u>. 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 then on others, and further provided that a special assessment shall be levied against the units located in multifamily 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 multifamily 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 here to as Exhibit "A"

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| James W. Higgins | Lathie & dentile Carrie L. Lembke |
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| Danie M. Leggins | |
| Donna M. Higgins | Timothy R. Simpox |
| Owners of Unit #1 | |
| Die 11 111 | () An () Amari |
| Kidnig / Alle | Judith A. Simcox |
| Richard A. Allen | Owners of Unit #9 |
| (m) (n) | |
| Many L. Allen | Mariles M. LIE ast |
| Nancy L. Allen | Mulium M. Siegert |
| Owners of Unit #2 | \bigwedge \bigwedge \bigwedge \bigwedge |
| | to It I amak |
| Kenneth Lallerson | Tant Legent |
| Kenneth L. Fellerson | Marilyn M. Siegert |
| 1 | Owners of Unit #10 |
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| | |
| Kathryn B. Fellerson | Shirley J. Miller |
| Owners of Unit #3 | Owner of Unit #11 |
| Michool Verison (DS) | |
| Michael M. Pearson | - |
| Owner of Unit #4 | Jugge / Lewalt |
| $N_{1} \cap Q \cap M$ | V James V |
| Den R. S. Clem | William Kurce |
| David R. Sullivan | Joyce Kuever William Kuever Jr. |
| λ | Owners of Unit #12 |
| Dusan H. Syllinan | 1-1/ |
| Susan A. Sullivan | Frank Franco |
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| /Jerry/2. Staley | Eleanor Franco |
| | Owners of Unit #13 Dan Olay |
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| Owners of Unit #6 | Donn Dolby |
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| Marc P. D'Amour | Alice Dolby |
| 4) 1 - (1) | Owners of Unit #14 |
| taule m MIllandial | |
| Paula M. D'Amour | |
| Owners of Unit #7 | |
| | |
| Wayno a-Lomba | |
| Wayne D. Lembke | |

gy.

Felix Malinowski

Jean Malinowski

Owners of Unit #17

Russell B. Evernardt

Owner of Unit #18

Richardo R. Farias

Owner of Unit #19

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Sharon L. Schmolke Owners of Unit #54 Steven L. Geiger

Mark J. Geiger

David C. Geiger

Susan C. Becker

Susan C. Geiger

Becker

Owners of Unit #23

STATE OF WISCONSIN)

COUNTY OF SAUK)

On this 3rd day of October, 1987, 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. 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.

Notary Public

My commission expires

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| William J. Fezzuoglio |
|------------------------|
| William J. Fezzuoglio |
| Mari O Dano W |
| Dori J. Fezzuoglio /) |
| Frank Hozzuogli |
| Frank J. Fezzuoglio |
| Jule Co |
| Jerry W. Pazdan |
| Mustas Figlan |
| (Mary Rose Pazdan |
| Owners of Unit #15 |

STATE OF WISCONSIN)
COUNTY OF SAUK)

On this 5 day of 5.7 day of 5.7 day of 5.7 day, 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.

Warre 7. Och La

My commission expires 10-16-87

STATE OF WISCONSIN) COUNTY OF SAUK On this 50 day of 8 and 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. (Narre R Ox. M. L. L. S. My Commission Expires 10-16-89 STATE OF WISCONSIN) COUNTY OF SAUK On this 5 day of ______, 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. Harry Public My Commission Expires 10-11-89 STATE OF WISCONSIN) SS COUNTY OF SAUK On this 5 day of 5 , 1987, before me the undersigned Notary Public in and for said County and State, Personally appeared Kenneth L. Fellerson and Kathryn E. Fellerson, 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. Marie R. Achulty.
Notary Public

My Commission Expires 10-16.87

690

P

| |) SS |
|-----------------------------------|--|
| | COUNTY OF SAUK) |
| المب تح تحص | On this day of , 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. |
| | Notary Public R. M. Comments |
| | My Commission Expires 10/16/89 |
| | STATE OF WISCONSIN) |
| | COUNTY OF SAUK) |
| | On this day of day of 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. |
| | Marre R. Achults. Notary Public |
| | My Commission Expires 10-16-89 |
| | STAET OF WISCONSIN) OUNTY OF SAUK) |
| Party June Denne Hillins | On this 5-day of 5th, 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. Marring Public Marring |
| | My Commission Expires 10-16-89 |

| STATE OF WISCONSIN) |
|---|
|) SS COUNTY OF SAUK) |
| On this |
| My Commission Expires 10-16-89 |
| |
| STATE OF WISCONSIN) |
| STATE OF WISCONSIN) SS COUNTY OF SAUK) |
| On this 5 day of 2, 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 8 |
| My Commission Expires 10-16-89 |
| STATE OF WISCONSIN) SS COUNTY OF SAUK) |
| On this day of day of limit , 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 Delute |
| My Commission Expires 10 - 16 - 89 |

| STATE OF WISCONSIN) On this |
|---|
| My Commission Expires 10-16-89 |
| STATE OF WISCONSIN) On this |
| My Commission Expires 10-16-89 |
| STATE OF WISCONSIN) On this day of, 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. Marken R. Achulff Notary Public |
| My Commission Expires 10-16-89 |

STATE OF WISCONSIN) COUNTY OF SAUK On this $\frac{5^{-24}}{6}$ day of $\frac{50pf}{6}$, 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. Notary Public R. Rebuilt My Commission Expires 16-16-89 STATE OF WISCONSIN) COUNTY OF SAUK On this $\frac{54}{200}$ day of $\frac{540}{200}$, 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. Morary Public My Commission Expires 10-16-89

| STATE OF WISCONSIN) |
|---|
| STATE OF WISCONSIN) OUNTY OF SAUK OUNTY OF SAUK |
| On this 5 day of, 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. |
| Moren R. No houth |
| My Commission Expires 10-16-89 |
| STATE OF WISCONSIN)) SS COUNTY OF SAUK) |
| On this |
| STATE OF WISCONSIN) SS COUNTY OF SAUK) |
| On thisday of, 1987, before me the undersignéd 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 |

My Commission Expires

VOL 002 MCC 173

STATE OF WISCONSIN)

SS
COUNTY OF SAUK)

On this 54 day of 527, 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.

Marsen R. Ochult,

My Commission Expires 10-16-89

STATE OF WISCONSIN) COUNTY OF SAUK On this \leq day of \leq , 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. Notary Public De Lutt My Commission Expires 10-16-89 STATE OF WISCONSIN) COUNTY OF SAUK On this 50 day of 50, 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. Mary Public Nahully My Commission Expires 10-16-89 STATE OF WISCONSIN) COUNTY OF SAUK On this $\frac{\sqrt{2}}{2}$ day of $\frac{\sqrt{2}}{2}$, 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.

My Commission Expires 10-16-89

Notary Public 12. (Lhults

| STATE OF WISCONSIN) | |
|--|---|
| COUNTY OF SAUK) | |
| Notary Public in and for said County A. Jimson and June V. Jimson, his wif whose names are subscribed in the wit | |
| | Notary Public |
| My Commission Expires | - |
| STATE OF WISCONSIN) OUNTY OF SAUK OUNTY OF SAUK OUNTY OF SAUK | - |
| L. Sbertoli and Arlene M. Sbertoli, h whose names are subscribed in the wit they executed the same for the purpos and in the capacity therein stated. | es and consideration therein expressed |
| | Notary Public Delutt |
| My Commission Expires / 0-/6-89 | |
| STATE OF WISCONSIN) OUNTY OF SAUK OUNTY OF SAUK OUNTY OF SAUK | |
| Notary Public in and for said County D. Schmolke and Sharon L. Schmolke, h whose names are subscribed in the wit they executed the same for the purpos and in the capacity therein stated. | 1987, before me the undersigned and State, Personally appeared Gerald is wife, known to me to be the persons hin instrument and acknowledged that es and consideration therein expressed Notary Public |
| My Commission Expires 10-14-89 | |

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10

WISCONSIN SAVINGS ASSOCIATION, a Wisconsin savings and loan association, being the mortgagee of Units 3,5,7,8,9,12,13,14,19,22 in the above condominium, hereby consents to the execution and recordation of the above Seventh Amendment to the Declaration for said condominium and to all the terms and provisions thereof.

| • | WISCONSIN SAVINGS ASSOCATION, a savings and loan association. By: |
|--|--|
| STATE OF WISCONSIN)) SS COUNTY OF SAUK) | |
| tion, to be known to the person who to me known, to be such $Asst$ | executed the foregoing instrument, and that they executed the foregoing instru- |

My Commission Expires: 10.16-89

65

WESTERN FEDERAL SAVINGS AND LOAN, a Wisconsin savings and loan association, being the mortgagee of Units $\frac{4, 6}{5}$, $\frac{15}{15}$, $\frac{20}{53}$, $\frac{54}{57}$ in the above condominium, hereby consents to the execution and recordation of the above Seventh Amendment to the Declaration for said condminium and to all the terms and provisions thereof.

| tion of the above Seventh Amendme minium and to all the terms and p | nt to the Declaration for said cond- |
|---|---|
| | WESTERN FEDERAL SAVINGS AND LOAN a savings and loan association. |
| | By: Jatricia M. Schultz Patricia M. Schultz |
| • | Attest: |
| STATE OF WISCONSIN)) SS | |
| COUNTI OF SAUK | 21st October |
| of WESTERN FEDERAL SAVINGS AND LO tion, to be known to the person w and to me known, to be such association, and acknowledge that | 21st October hisday of, 1987,Patricia M. Schultz. Vice President AN, a Wisconsin savings and loan associa ho executed the foregoing instrument, |
| | Notary Public J. Conen |
| | |
| | Nancy J. Anen |
| My Commission Expires: 7/28/91 | |
| Vendor of Unit #7, hereby consent | corporation, being the Land Contract s to the execution and recordation of aration for said condominium and to all |
| | HALE KAI, INC. |
| | a Wisconsin corporation |
| | By Marie J. Schulty. Pras. |
| * | Attest: |
| STATE OF WISCONSIN)) ss COUNTY OF SAUK) | |
| | is 22nd day of October, 1987, wn to be the President of Hale o have authority to execute |

Thomas C. Groeneweg

Notary Public, Sauk County, WI My commission is permanent.

| VOL | 00° | 2:4GE | 1 | 78 |
|-----|--------------|-------|---|----|
|-----|--------------|-------|---|----|

Alice Dolby Owners of Unit #14 STATE OF WISCONSIN) 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. My commission expires :/0.11-19 V. Jimson Owners of Unit #25 STATE OF WISCONSIN COUNTY OF SAUK On this <u>Journal</u> day of <u>October</u>, 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.

My commission expires 10-16-89

PHASE

LAKE DELTON

PHASE

2

PHASE

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. 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 \$23*21*E, 122.50 feet; thence \$75*25*E, 99.93 feet; thence \$56*01*E, 45.60 feet; thence \$33*59*W, 105.00 feet; thence \$19*50*E, 120.00 feet; thence \$71*41*W, 109.26 feet; thence W26*40*W, 110.00 feet; thence \$53*20*W, 80.00 feet; thence X26*40*W, 160.00 feet; thence K56*58*E, 65.03 feet, thence X26*40*W, 54.00 feet to a meander corner along Lake Delton, being 34 feet more or less from the waters edge; thence \$37*02*E, along the weander 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. 1.90 acres, more or less.

| Unit No. | Floor Area Square feet | Deck Area Square feet |
|----------|---------------------------|--------------------------|
| 24626 | 392 | 292 |
| 25 | 2080 | 920 |
| 52653 | 1152 | 448 |
| 54-57 | 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 normal alemants can be determined. location of each unit and the common elements can be determined.

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

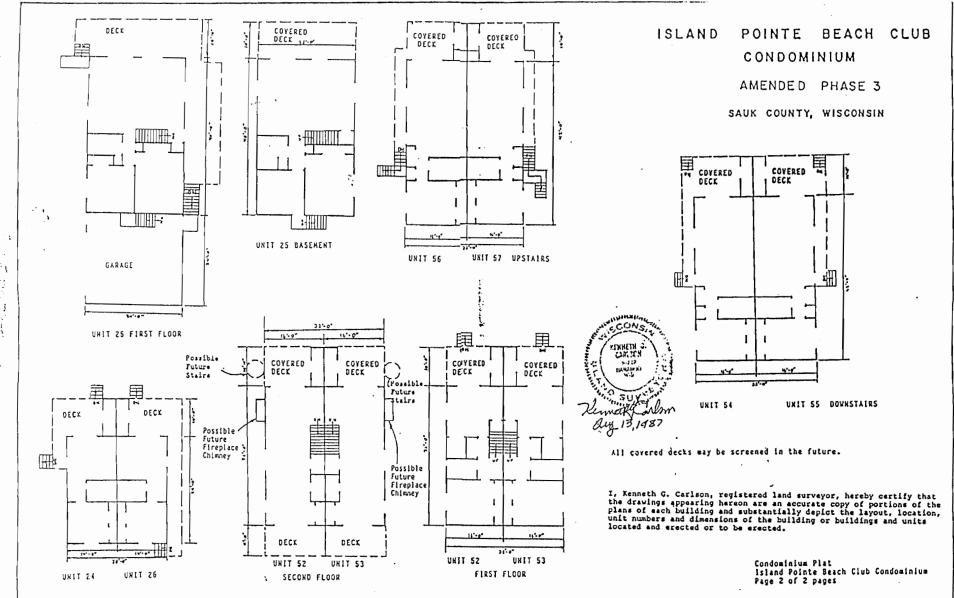
FUTURE PHÁSE FUTURE BUILDINGS čāñ Hō īōāē Fōī ₹ H 78'54'E EROAD Bearings are referenced to CSM No. 1096. . Found iron pipe or rod as shown.

FUTURE BUILDINGS

POTENTIAL

CARL FOX \$ 147

An agreement has been signed between Ken Carlson and Warren Schultz to except certain requirements of A-E 5. Wisconsin Administrative Code, namely not to set iron stakes at all of the phase corners.



99

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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 Béach 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

100:1

| STATE OF IOWA |) |
|-----------------------|---|
| COUNTY OF Johnson |) ss _) |
| December , 1987 | y came before me this $\frac{10^{4C}}{\text{Sullivan, to me}}$ day of , the above named David R. $\frac{10^{4C}}{\text{Sullivan, to me}}$ |
| known to be the Se | retary of the Island Pointe Beach Club |
| Condominium Owners' A | ssociation, 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

VOL UUZPAGE 13U

reductoring of our took SAUK COUNTY WIS. RECEIVED FOR RECORD Y

FEB 1 8 1988

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

ISLAND POINTE BEACH CLUB CONDOMINIUM

IMAGE L.90

Q.H.B.S.R.

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 3/ et day of December, 1987.

l. 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.

LEGAL DESCRIPTION. 2.

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:



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.

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: Marien R. Schultz, St., President

by: Warren R. Schultz, Jr., Segretary

AUTHENTICATION

Signatures authenticated this 314 day of December, 1987.

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

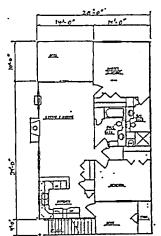
Exhibit "A"

ISLAND POINTE BEACH C CONDOMINIUM

PHASE 4

SAUK COUNTY, WISCONSIN

DESCRIPTION OF PRASE 4:
A parted of land located in part of Lot 3, CSM No. 1096, Seat County, Viscontin 1 by the following described line: Commencing at the most easterly corner of Said 1 thence X55°01'V, 359.89 feet to point of beginning; thence S31'45'V, 175.38 feet thence X55°50'V, 120.00 feet; thence X35°50'E, 105.00 feet; thence X35°50'E, 105.00 feet; thence X35°50'E, 105.00 feet; thence X35°50'E, 105.00 feet; thence X35°0'E, No.



Unit No. Floor Area Square feet 48,49,50151 1036

All covered decks may be acreened in the

1. Econeth G. Carizon, registered land surveyor, hereby certify that I have surveyed the above described parcel, that this plat is a correct representation of the atterior boundaries of the parcel descibed 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 multi and the common elements can be deturaled.

Boarings are referenced to CSX No. 1096.

PHASE

POTENTIAL FUTURE PHASE

141 1 255 Est 1616

. . Found from as shown.

An agreement has been signed between Ken Carlson and Warren Schultz to except certain requirements of Le-Z., Visconsia Administrative Code, namely not to set from stakes at all phase corners.

LAKE DELTON

PHASE

1, Cenneth G. Carlson, registered land surveyor, hereby certify that the drawings appearing hereon are an accuste copy of portions of the plans of each building and



ABOYE FLOOR PLUK IS FOR UNITS
48-49-50-51
UNITS 49 4 51 ARE LETTESTED

69h

Condominium Plat island Pointe Beach Club Cond Phase 4 105

VOL 002 PAGE 2 8

511437

SAUK COUNTY VA RECEIVED FOR RECORD

AT 2:15 O'CLOCK P

ON May 25 195

Lowely Dicking

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 131h 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: Nass, R. Achult, Siz. (SEAL)
Warren R. Schultz, Sr., President

by: Marren R. Schultz, of Secretary

AUTHENTICATION

Signatures authenticated this 13th day of May, 1988.

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

PHASE PH

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 Mo. 1096, Sauk County, Wisconsin bounded by the following described line: Beginning at the most easterly corner of said Lot 3; thence S78°54'N. 100.00 feet; thence X75°46'N, 210.70 feet; thence X31°45'E, 175.98 feet; thence S55°01'E, 369.89 feet to point of beginning.
Said parcel contains 39,170 square feet or 0.899 acces.

| Unit No. | Floor Area Square Feet | Deck Area Square Feet | |
|----------|---------------------------|--------------------------|--|
| 40841 | 1550 | 274 | |
| 42843 | 974 | 274 | |
| 44845 | 1102 | 274 | |
| 46847 | 718 | 274 | |

All covered decks may be screened in the future.

I, Renneth 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 buildings 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 as shown.

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

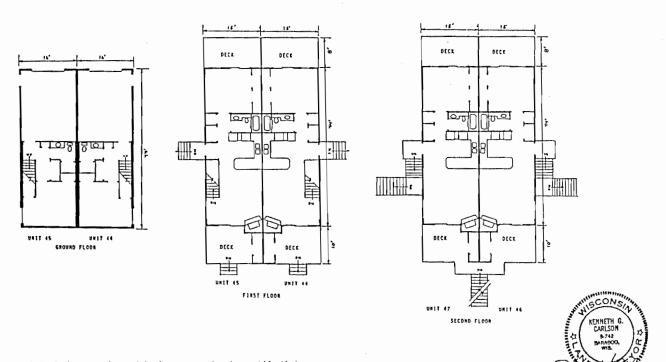


Exhibit "A" Page 2

ISLAND POINTE BEACH CLU CONDOMINIUM

PHASE 5

SAUK COUNTY, WISCONSIN



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#12227741,1205411.099984984034046693414

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

Condominium Plat Island Pointe Beach Condominium

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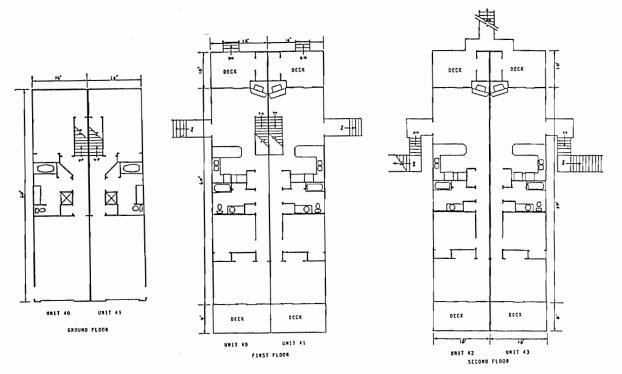
Exhibit "A"

Page 3

ISLAND POINTE BEACH CLUB CONDOMINIUM

PHASE 5

SAUK COUNTY, WISCONSIN





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2544444 7444555444 770 FA 43551420566 424

I, Renneth G. Carlson, registered land surveyor, hereby certify that the drawings appearing hereon are an accurate copy of portions of the VOL GO PAGE A CO

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 3010 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^o40'W, 45.00 feet to point of beginning; thence N26^o40'W, 195.00 feet; thence N63^o20'E, 80.00 feet; thence S26^o40'E, 110.00 feet; thence S1^o28'E; 93.94 feet; thence S63^o20'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.

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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 Marren R Schultz St President

y: //ann & Schultz, Jr.) /Secretary

AUTHENTICATION

Signatures authenticated this 30th day of March, 1989.

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 Mo. 1096, Sauk County, Wisconsin bounded by the following described line: Commencing at the most southerly corner of said Lot 3; thence M26*40'W, 45.00 feet to point of beginning; thence M26*40'W, 195.00 feet; thence M63*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.

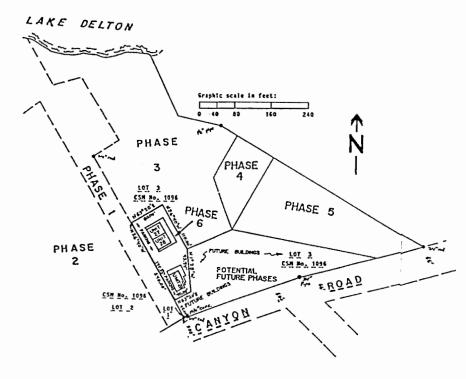
| Unit No. | Square Feet | Square Feet | |
|----------|-------------|-------------|--|
| 27 | 1872 | 493 | |
| 28 | 1872 | 444 | |
| 29 | 1624 | 784 | |

All covered decks may be screened in the future.

Bearings are referenced to CSM No. 1096.

. Found iron as shown.

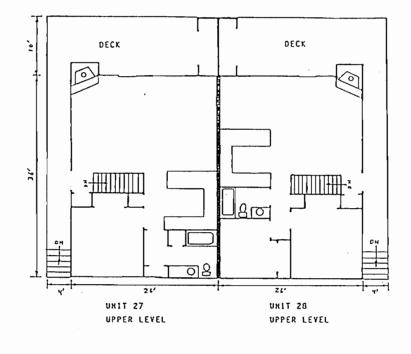
An agreement has been signed between Ken Carlson and Warren Schultz to except certain requirements of A-E 7, Wisconsin Adminstrative Code, namely not to set irons at all phase corners.

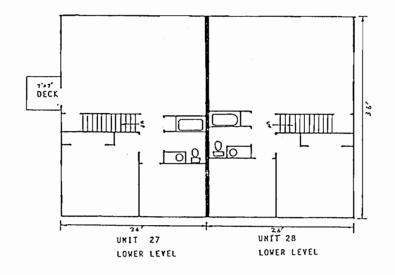


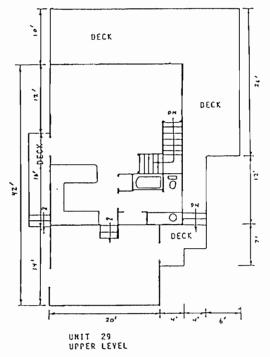
I, Kenneth G. Carlson, registered land surveyor, hereby certify that I have surveyed the above described parcel, that this plat is a correct representation of the exterior boundaries of the parcel described and the location of the building and driveways constructed or to be constructed as proposed at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



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







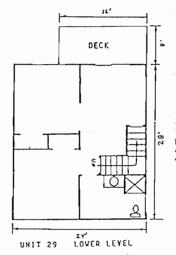
ISLAND POINTE BEACH CLUB CONDOMINIUM

PHASE 6

SAUK COUNTY, WISCONSIN

EXHIBIT "A"
Page 2





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



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 CONDO-MINIUM, 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.

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:

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REGISTER'S OFFICE SAUK COUNTY WI RECEIVED FOR RECORD

YOL UUZPAGE 460

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

SAUK COUNTY, WISCONSIN

DESCRIPTION OF PHASE 7:

A parcel of land located in part of Lot 3, CSM No. 1098, Sauk County, Wisconsin bounded by the following described line: Beginning at the most southerly corner of said Lot 3; thence #26*40*W, 45.00 feet; thence #63*20*E, 40.00 feet; thence #8.28*W, 93.94 feet; thence #71*41*E, 109.26 feet; thence 575*46*E, 310.70 feet; thence 578*54*W, 155.01 feet; thence 573*10*W, 251.90 feet; thence \$62*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 1 31 | 1060 | 133 | |
| 32 thru 35 | 1097 | 133 | |
| 36 1 38 | 1202 . | 133 | B \$ 0 |
| 37 1 39 | 1202 | 333 | 850 |

All covered decks may be screened in the future.

Bearings are referenced to CSM No. 1096.

e . 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.

CARI SO!

I, Kenneth G. Carlson, registered land surveyor, hereby cartify 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.

Graphic scale to feat:

/ PHASE

PHASE 5

4.0

PHASE

101 1 £38 20x 1026

CS# Mo. 1026 \

To1 _5

LAKE DELTON

PHASE

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

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: Marien R. Schultz, Sr. President

David L. Schultz, Vice President

AUTHENTICATION

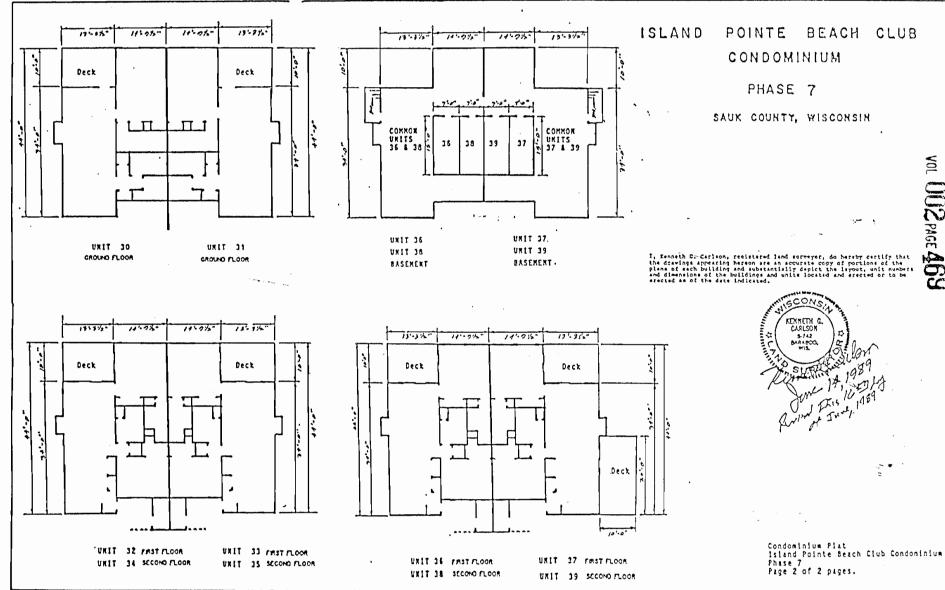
Signatures authenticated this 16th day of June, 1989.

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

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