

exercised as such Members may determine, but in no event shall more than one vote or consent be cast with respect to any Residential Unit.

Class B Members shall be the Declarant under the Declaration, or any successor or successors thereto, who shall have the right to cast five (5) votes, or give five (5) consents or approvals, for each Residential Unit owned. So long as there remains Land which has not been submitted to this Declaration, Declarant shall be deemed to own (for purposes of determining Class B voting rights only) that certain number of Residential Units determined by taking the number of Residential Units owned by persons or entities other than Declarant and subtracting that number from one hundred (100). For example, if all of the Land has not yet been submitted to this Declaration and if eighty (80) Residential Units are owned by persons or entities other than the Declarant, then the Declarant shall be deemed to own twenty (20) Residential Units and shall have the right to cast five (5) votes or give five (5) consents or approvals for each such Residential Unit. Class B Membership rights shall cease on the earlier of:

(1) Ten (10) years after the conveyance of the first Residential Unit to any person or any entity other than the Declarant, or

(2) The date on which all of the Land has been made subject to this Declaration, or the date on which all of the Land to be subjected to this Declaration has been so subjected (as evidenced by an election made in writing by Declarant), and the total number of votes which may be cast by the Class B Members is equal to or less than the total votes which may be cast by Class A Members,

whereupon the Declarant or its successor or assigns shall, if ~~they continue to be Owners,~~ be entitled to participate in the affairs of the Association, as Class A Members.

Section 2. Suspension of Voting Rights. The voting rights of any Member may be suspended by action of the Board of Directors, pursuant to Section 1(b) of Article VIII of these By-laws.

#### ARTICLE V

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, who need not be Members of the Association. The initial number of directors, who shall serve until their successors are elected as hereinafter provided, shall be three (3). There shall be a minimum of three (3) and a maximum of nine (9) directors.

Section 2. Term of Office. At each of the first two annual meetings of the Association, the Owners shall elect one director whose term of office shall be two (2) years. At the expiration of the term of each such director, and successively thereafter, a successor shall be elected for a term of two years. All other directors shall be elected to terms of one year. Directors shall hold office for the period of their respective terms, or until their successors are elected as provided herein.

Section 3. Vacancy. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his duties.

#### ARTICLE VI

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting,

and such appointment shall be announced at each annual meeting. The initial Nominating Committee shall be appointed as determined by the initial Board. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are required to be filled. Additional nominations may also be made from the floor by an Owner or Owners.

Section 2. Election. Election to the Board shall be by secret written ballot. As provided in Section 2 of Article V hereof, one director will be elected at each annual meeting to serve for a term of two years; a separate vote shall be taken to fill such vacancy. In electing one or more Directors for one year terms, Members or their proxies shall submit one ballot for each vote entitled to be cast at such election. Each such ballot shall provide for the selection of as many individual candidates as there are vacancies to be filled. Cumulative voting is not permitted. Ballots containing the names of fewer candidates than there are vacancies will be counted; provided, however, that each candidate will be deemed to have received only one vote for each ballot on which his or her name is inserted or marked. The persons receiving the largest number of votes shall be elected. In the event of a tie vote which prevents the filling of a vacancy, a run-off election between the tied candidates shall be conducted in the same manner as set forth above.

## ARTICLE VII

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Failure to hold a quarterly meeting shall have no impact, however, on the legality or existence of the Association.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Waiver of Notice. The transaction of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present and if, either before or after the meeting, a written waiver of notice of the meeting is signed by each Director not present at the meeting, and by each Director present at the meeting who objected to the transaction of business thereat because the meeting was not duly called or convened. All such waivers shall include the same

~~information as would have been required in a proper notice of the meeting, and shall be filed with and made a part of the minutes of the meeting.~~

Section 4. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5. Action Without a Meeting. Any action which may be taken at a meeting of Directors may be taken without a meeting if all Directors shall consent in writing to such action. Such consent shall have the same force and effect as a unanimous vote of the Directors, at a meeting duly convened.

Section 6. Participation by Conference Telephone. The Board may permit any or all Directors to participate in a regular or special meeting by, or through the use of, any means of communication, such as conference telephone, by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by such means shall be deemed to be present in person at the meeting.

## ARTICLE VIII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and Common Facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities by a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;

- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Members by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board; and
- (e) in furtherance of their powers and duties hereunder, to employ a manager, independent contractors, or such other employees as they deem necessary and to prescribe their duties.

Board to: Section 2. Duties. It shall be the duty of the

- (a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members;
- (b) supervise all officers, agents and employees of this Association, to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (1) fix the amount of the annual assessment against each Residential Unit at least thirty (30) days in advance of each annual assessment period; and
  - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - (3) foreclose the lien against any property for which assessments are not paid within sixty

(60) days after due date, or bring an action at law against the Owner personally obligated to pay the same, as it may deem appropriate;

- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g) cause the Common Area and Common Facilities to be maintained.

## ARTICLE IX

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board, a Secretary, and a Treasurer.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 3. Term. Each of the officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. No person shall simultaneously hold more than one office, except that (i) the offices of Secretary and Treasurer may be held by the same person, and (ii) any person, including the holder of any of the offices enumerated in Section 1 of this Article, may hold one or more of the special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

- (a) The President shall preside at all meetings of the Association and of the Board; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds and other written instruments.

VICE-PRESIDENT

- (b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

- (c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings

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of the Board and of the Members;  
keep appropriate current records  
showing the Members of the Association,  
together with their addresses,  
and shall perform such other duties  
as required by the Board.

TREASURER

- (d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall: disburse such funds as directed by resolution of the Board; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; prepare an annual budget, balance sheets, and a statement of income and expenditures to be presented to the Members at the regular annual meeting, and cause to be delivered a copy of each to the Members; and shall provide assistance to the Finance Committee in connection with the conduct of its affairs.

ARTICLE X

COMMITTEES

Section 1. In addition to the Nominating Committee, the Association may, in the Board's sole discretion, have the following standing committees:

Recreation Committee  
Maintenance Committee  
Architectural Control Committee  
Finance Committee

Unless otherwise provided herein, each committee shall consist of a Chairperson and two or more additional persons, and shall include a member of the Board. The committees shall be appointed by the Board prior to each annual meeting of the Association, to serve from the close of such annual meeting until the close of the next

annual meeting, and such appointment shall be announced at each such annual meeting. ~~The Board may appoint such other committees as it deems desirable.~~

Section 2. The Nominating Committee shall have the duties and functions described in Article VI of the By-laws.

Section 3. The Recreation Committee shall advise the Board on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

Section 4. The Maintenance Committee shall advise the Board on all matters pertaining to the maintenance, repair and improvement of the Common Area and Common Facilities of the Association; shall periodically review the adequacy of the insurance coverage afforded the Association and advise the Board; and shall perform such other functions as the Board, in its discretion, determines.

Section 5. The Architectural Control Committee shall have duties and functions described in Article VIII of the Declaration. It shall monitor any proposals, programs or activities which may adversely affect the value of the Common Area or Common Facilities and shall advise the Board regarding Association action on such matters.

Section 6. The Finance Committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting. The Treasurer shall provide the Finance Committee with such assistance as the Committee may reasonably request.

Section 7. With the exception of the Nominating Committee, and those duties of the Architectural Control Committee which are governed by Article VIII of the Declaration, each committee shall have the power to appoint a subcommittee from among its Membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 8. It shall be the duty of each committee to receive complaints or requests from Members on any matter involving Association functions, duties and activities within its field of responsibility. It shall act upon such complaints or requests as appropriate, or refer them to such other committee, director or officer of the Association as may be authorized to act upon the subject matter hereof.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall, upon reasonable notice, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-laws of the Association shall be available for inspection by any Member during normal business hours, at the principal office of the Association.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, the Association may levy regular or special assessments, which shall, until paid, be (i) secured by a lien upon the Residential Units in respect of which such assessments are levied, and (ii) the personal obligation of the Owners of such Residential Units. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate equal to the lesser of (i) two percent (2%) over the prime rate as such rate is announced from time to time at First Wisconsin National Bank of Milwaukee, Milwaukee, Wisconsin, or its successor at its principal place of business, or (ii) the maximum rate of interest then permitted by applicable usury laws. The Association may bring an action at law against the Owner personally to pay the same, or foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and reasonable attorney's fees to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Residential Unit.

ARTICLE XIII

CORPORATE SEAL

The Association shall have no corporate seal.

ARTICLE XIV

AMENDMENTS

Section 1. These By-laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of the Members present in person or by proxy; provided, however, that any amendment affecting the voting rights of Members shall be approved by at least a two-thirds vote of each Class or Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

ARTICLE XV

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation and end on the 31st day of December.

ARTICLE XVI

MERGER/CONSOLIDATION

The Board may enter into negotiations in connection with the merger or consolidation of the Association with a corporation formed for purposes similar to the purposes of the Association, including without limitation, homeowner's and condominium associations, if the Board deems such merger or consolidation in the best interests of the Association. The Association shall have the right to enter into any such merger or consolidation or similar relationship with the approval of the Members entitled to cast at least seventy-five percent (75%) of the votes of the Members voting in person or by proxy at a meeting held for such purposes.

ARTICLE XVII

INDEMNIFICATION

Section 1. Mandatory Indemnification. The Corporation shall, to the fullest extent permitted or required by the Statute, indemnify each Director and Officer against any and all Liabilities, and advance any and all reasonable Expenses as incurred by a Director or Officer, arising out of or in connection with any

Proceeding to which such Director or Officer is a Party because he is a Director or Officer of the Corporation. The Corporation shall indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses to which such person may be entitled under any written agreement, board resolution, vote of members, the Statute or to, supplement the right to indemnification against Liability and advancement of Expenses under this Section 1 by the purchase of insurance on behalf of any one or more of such persons, whether or not the Corporation would be obligated to indemnify such person under this Section 1. The term "Statute," as used in this Article, shall mean Sections 181.041 through 181.053 of the Wisconsin Nonstock Corporation Law and all amendments thereto which permit or require the Corporation to provide broader indemnification rights than prior to the amendment. All other capitalized terms used in this Article and not otherwise defined herein shall have the meaning set forth in Section 181.041 of the Statute.

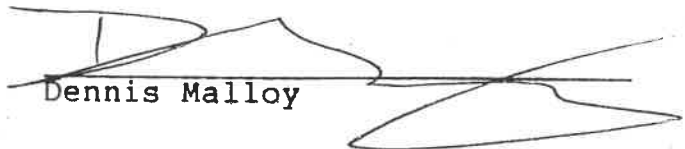
Section 2. Private Foundation Limitations. Notwithstanding the foregoing, no indemnification will be permitted to the extent such indemnification would constitute an act of "self-dealing" or is otherwise subject to excise taxes under Chapter 42 of the United States Internal Revenue Code of 1986, as amended, or is prohibited under Section 181.77 of the Wisconsin Statutes or any similar successor provision thereto.

Section 3. Limited Liability of Volunteers. Each individual who provides services to or on behalf of the Corporation without compensation ("Volunteer") shall be immune from liability to any person for damages, settlements, fees, fines, penalties or other monetary liabilities arising from any act or omission as a Volunteer, to the fullest extent provided by Section 181.297 of the Wisconsin Nonstock Corporation Law or any similar successor provision thereto. For purposes of this section, it shall be conclusively presumed that any Volunteer who is licensed, certified, permitted or registered under state law and who is performing services to or on behalf of the Corporation without compensation is not acting within the scope of his professional practice under such license, certificate, permit or registration, unless otherwise expressly indicated to the Corporation in writing.

IN WITNESS WHEREOF, we being all of the Directors of  
~~The Bluffs at Barnum Bay Community Association, Ltd.,~~ have  
hereunto set our hands this 26 day of August, 1991.

  
Richard L. Hilliker

  
Ralph V. Hurrish

  
Dennis Malloy

355238

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**AFFIDAVIT AS TO FIRST DECLARATION TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE BLUFFS AT BARNUM BAY COMMUNITY ASSOCIATION, LTD.**

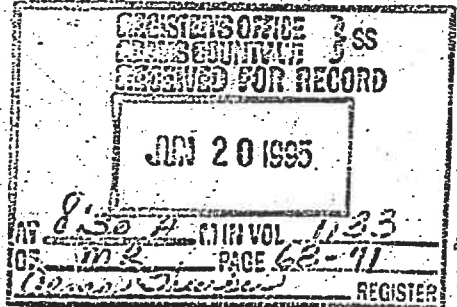
The undersigned, the President of The Bluffs at Barnum Bay Community Association, Ltd., being first duly sworn states:

(i) that the attached First Declaration to Declaration of Covenants, Conditions and Restrictions for The Bluffs at Barnum Bay Community Association, Ltd. was consented to and adopted by the agreement of Owner or Member (as such terms are defined in the By-Laws of The Bluffs at Barnum Bay Community Association, Ltd.) to which at least ninety percent (90%) of the votes in The Bluffs at Barnum Bay Community Association, Ltd. appertain; and

(ii) that The Bluffs at Barnum Bay Community Association, Ltd. is a nonprofit corporation created pursuant to the terms of that certain Declaration of The Bluffs at Barnum Bay Community Association, Ltd., as amended and supplemented from time to time, which Declaration has been recorded in the Office of the Register of Deeds for Adams County on September 3, 1991, as Document #331129, and to which Declaration certain real property more particularly described in exhibit(s) therein, as well as supplemental Declarations, has been submitted.

IN WITNESS WHEREOF, this Affidavit has been executed and delivered on May 23, 1995.

THE BLUFFS AT BARNUM BAY COMMUNITY ASSOCIATION, LTD.



By: Richard Hilliker  
Richard Hilliker, President

Attest: Reginald D. Fanning  
Reginald D. Fanning,  
Secretary

State of Wisconsin )  
Wood County ) ss.

Personally came before me this 23rd day of May, 1995, the above-named Richard L. Hilliker and Reginald D. Fanning, President and Secretary, respectively, of The Bluffs at Barnum

Bay Community Association, Ltd., to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers of said corporation, by its authority.

*Nicholas J. Brazeau*

Nicholas J. Brazeau, Notary Public  
County of Wood, Wisconsin  
Commission is Permanent.

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This document drafted by:  
Nicholas J. Brazeau,  
Brazeau, Potter, Wefel and  
Nettesheim, Attorneys  
PO Box 639  
Wis. Rapids, WI 54495-0639  
Tel. (715) 423-1400  
NJBcar\ch\bluffs\declamnd

**FIRST SUPPLEMENTAL DECLARATION TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE BLUFFS AT BARNUM BAY COMMUNITY ASSOCIATION, LTD.**

WHEREAS, Wisconsin River Power Company, as Declarant (the "Declarant"), executed a Declaration of Covenants, Conditions and Restrictions for The Bluffs at Barnum Bay Community Association, Ltd., dated August 26, 1991 (the "Original Declaration"), as supplemented and amended from time to time (collectively, the "Declaration"), subjecting certain property located in the Town of Rome, Adams County, Wisconsin, more particularly described in exhibit(s) attached thereto, as such property has been supplemented from time to time (collectively, the "Parcel"), to the Declaration and caused the original Declaration to be recorded on September 3, 1991, in the Office of the Register of Deeds for Adams County, Wisconsin, in Volume 707, page 18, as Document No. 331129;

WHEREAS, Article XV, Section 5, of the Declaration provides that Owners may amend the Declaration; and

WHEREAS, Owners desire to amend said Declaration to relax the restriction making it possible for members to install the new digital satellite system antennas which utilize a small 18-inch dish;

NOW THEREFORE, pursuant to Article XV, Section 5, of the Declaration, Owners hereby supplement and amend the Declaration as follows:

Subparagraph (b) of Section 12 of Article IX of the Declaration is removed in its entirety and inserted in its stead is the following subparagraph:

**ARTICLE IX. Use Restrictions**

**Section 12. CATV System.**

- (b) **Exterior Systems.** Satellite systems with dishes in excess of 24" in diameter and exterior antennas are not permitted on the Lots, Residential Units, or improvements to the Lots. Only satellite dishes 24" or less in diameter are permitted when discretely placed on the Lots, Residential Units, or improvements to the Lots.

Except as herein amended, all of the terms, covenants and conditions of the Declaration, as supplemented, are hereby confirmed and shall remain in full force and effect and shall be binding upon and inure to the benefit of the Owners and their respective successors and assigns.

IN WITNESS WHEREOF, this Supplemental Declaration is dated this 23rd day of May, 1995.

THE BLUFFS AT BARNUM BAY COMMUNITY ASSOCIATION, LTD.

By: Richard L. Hilliker  
Richard L. Hilliker, President

Attest: Reginald D. Fanning  
Reginald D. Fanning,  
Secretary

State of Wisconsin) )  
County of Wood ) ss.

Personally came before me this 23rd day of May, 1995, Richard L. Hilliker and Reginald D. Fanning, President and Secretary, respectively, of The Bluffs at Barnum Bay Community Association, Ltd., to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers of said corporation, by its authority.

Nicholas J. Brazeau  
Nicholas J. Brazeau, Notary Public  
County of Wood, Wisconsin.  
Commission is permanent.

This Instrument Drafted By:  
Nicholas J. Brazeau  
Brazeau, Potter, Wefel & Nettesheim  
Attorneys At Law  
262 West Grand Avenue  
P.O. Box 639  
Wisconsin Rapids, WI 54995-0639  
Tel. (715) 425-1400

C11

REGISTER'S OFFICE  
ADAMS COUNTY WA  
RECEIVED FOR RECORD

335046 VOL 780 PAGE 39

EXHIBIT F

APR 29 1992  
AT 3:30 P M IN VOL 780  
OF MR PAGE 39-49  
*Wm. Shuster*

POOL EASEMENT, USE AND MAINTENANCE AGREEMENT

REGISTER This Pool Easement, Use and Maintenance Agreement is dated as of this 26 day of August, 1991 (the "Easement Agreement") by and between the Village of Barnum Bay Condominium Association, Inc. (the "Condominium Association") and The Bluffs at Barnum Bay Community Association, Ltd. (the "Owners' Association").

R E C I T A L S :

A. A portion of the Common Elements (as such term is defined in the Declaration of Barnum Bay, a condominium (the "Condominium Declaration")) of the Village of Barnum Bay, a condominium, (the "Condominium") consists of a swimming pool and certain appurtenant facilities, including, without limitation, a changing area and nearby parking areas (collectively, the "Pool"). The real property subjected to the Condominium Declaration is more particularly described on Exhibit A attached hereto (as such property may be expanded from time to time in accordance with the Condominium Declaration, the "Condominium Property"). The general location of the Pool is more particularly depicted on Exhibit B attached hereto.

B. The Condominium Association desires to permit the members of the Owners' Association, their family members, guests and lessees to use the Pool in accordance with the terms and conditions of this Easement Agreement. Membership in the Owners' Association is appurtenant to and may not be separated from ownership of a Residential Unit (as such term is defined in the Declaration of Covenants, Conditions and Restrictions for The Bluffs at Barnum Bay (the "Owners' Declaration")). The real property subjected to the Owners' Declaration is more particularly described on Exhibit C attached hereto (as such property may be expanded from time to time in accordance with the terms of the Owners' Declaration, the "Owners' Property").

C. The members of the Owners' Association desire to use the Pool in accordance with the terms and conditions of this Easement Agreement.

NOW, THEREFORE, in consideration of the terms and provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, IT IS AGREED:

I. Easement. The Condominium Association, on behalf of its members, hereby grants and conveys to the Owners' Association and its members from time to time a permanent, perpetual, non-exclusive easement for ingress and

#30 p2

gress to, and the use of, the Pool in accordance with the terms of this Easement Agreement.

II. Use. Users of the Pool shall comply with all reasonable rules and regulations promulgated from time to time by the Condominium Association and delivered in writing to each member of the Owners' Association and to the secretary of the Owners' Association. Said rules and regulations shall be consistently applied to, and enforced against, members of both the Condominium Association and the Owners' Association. The Owners' Association and the members of the Owners' Association shall have the same rights to use the Pool as the Condominium Association and the members of the Condominium Association and so long as said Pool exists as part of the Common Elements of the Condominium and is open for use by the members of the Condominium Association, or the equivalent thereof, said Pool shall be open to use by the Owners' Association and the members of the Owners' Association on the same terms and conditions as the Condominium Association and the members of the Condominium Association in accordance with the terms hereof. Users of the Pool shall have a right to reasonable means of ingress and egress to and from the Pool on, over and across the Common Elements of the Condominium. Notwithstanding anything to the contrary, the number of members of both Associations who shall be entitled use of the Pool shall be limited to members who own in the aggregate seventy-five of the Units (as defined in the Condominium Declaration) and Residential Units. The members of the Condominium Association shall have first right to said seventy-five slots, then the members of the Owners' Association, on a first come first serve basis, and then if all seventy-five slots have not been taken, the Condominium Association may offer said slots to other nearby property owners, provided said property owners pay their share of the applicable assessments.

III. Maintenance Assessments. The Condominium Association shall maintain the Pool in good condition and repair and shall carry liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) which liability insurance shall specifically cover the Pool. The annual cost of any maintenance, repair, replacement, insurance, or similar costs deemed necessary or desirable by the Condominium Association, in its reasonable discretion, to accomplish the foregoing obligations shall be assessed equally against each member of the Owners' Association and the Condominium Association (the "Standard Pool Assessment"). The Standard Pool Assessment, together with interest, costs of collection and reasonable attorneys' fees shall be a charge on the

Residential Units and shall be a continuing lien upon the property against which each such assessment is made. Each such Standard Pool Assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the person or entity who is the owner of such Residential Unit or Units at the time when the Standard Pool Assessment fell due. The personal obligation for a delinquent Standard Pool Assessment shall not pass to his, her or its successor in title unless expressly assumed by them. The Standard Pool Assessments shall be due on a quarterly, semi-annual or annual basis as determined by the Condominium Association in its reasonable discretion.

IV. Budget. The Condominium Association shall prepare a budget for each fiscal year of the operation of the Pool containing an estimate of the total amount which it considers necessary to pay the Standard Pool Assessments. No later than the first day of each fiscal year, the Condominium Association shall send to each member of the Owners' Association a copy of such budget, together with a statement setting forth the obligation of each such member to pay his or her share of the Standard Pool Assessment based upon such budget and a schedule setting forth when each installment is due.

V. Special Assessment. In addition to the Standard Pool Assessment, the Condominium Association may levy in any assessment year a special assessment (the "Special Pool Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of capital improvements in connection with the Pool, the cost of which cannot be met from the sums collected through the Standard Pool Assessments, or from insurance proceeds; the cost of constructing capital improvements; or the cost of certain unexpected expenses or unexpected increases in any annual expenses, including, but not limited to, an increase in the insurance premium assessed against the Condominium Association in connection with the Pool; provided, however, that any such Special Pool Assessment which exceeds Five Hundred Dollars (\$500.00) or which results in all Special Pool Assessments assessed in any twelve (12) month period exceeding Eight Hundred Dollars (\$800.00) shall for a period of forty-five (45) days after notice of any such Special Pool Assessment is sent to the members of the Owners' Association and the Condominium Association be subject to a veto by the members entitled to cast at least a majority of the votes of the members of the both Associations who are voting in person or by proxy in a meeting or meetings duly called for that

purpose pursuant to the bylaws of the Owners' Association as to the members thereof and pursuant to the bylaws of the Condominium Association as to the members thereof.

VI. Lien. Any Standard Pool Assessment or Special Pool Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at an interest rate equal to the lesser of (i) two percent (2%) over the prime rate as such rate is announced from time to time at First Wisconsin National Bank of Milwaukee, Wisconsin, or its successor or assigns, at its principal place of business, or (ii) the maximum rate of interest then permitted by applicable usury laws (the "Default Rate"). The Condominium Association may bring an action at law against the member personally to pay the same or foreclose the lien against the Residential Unit of said member, and there should be added to the amount of such Standard Pool Assessment or Special Pool Assessment the cost of preparing and filing the complaint of such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the cost of the action. In the event any such assessment is not paid, a statement of lien may be filed by the Condominium Association within two years after the assessment becomes due. The lien shall be effective against the Residential Unit of said member at any time the assessment becomes due regardless of when within the two-year period it is filed. A statement of lien shall be filed in land records of the clerk of circuit court of the county where the Residential Unit is located and in such other records as the Condominium Association deems appropriate, and shall contain the description of the Residential Unit, the name of the record owner, and the amount due in the period for which the Standard Pool Assessment or Special Pool Assessment was due. The statement of lien shall be signed and verified by an officer or agent of the Condominium Association as specified in the bylaws of the Condominium Association with respect to its own members and then may be filed. Upon full payment of the assessment for which the lien is claimed, the member shall be entitled to suitable satisfaction of the lien. The lien may be enforced and foreclosed by the Condominium Association or any other person specified in the bylaws of the Condominium Association in the same manner and subject to the same requirements as the foreclosure of mortgages on real property in this state. No action may be brought to foreclose the lien unless brought within three (3) years following the recording of the statement of lien. No action may be brought to foreclose the lien except after ten (10) days' prior written notice to the

member and to the Owners' Association given by registered mail, return receipt requested, to the address of the Member and to the Owners' Association as shown on the books of the Owners' Association. No member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Pool or abandonment of his/her Residential Unit. The Condominium Association shall have similar rights to place liens against the Units (as such term is defined in the Condominium Declaration) of its members in connection with the failure by any of the members of the Condominium Association to pay their portion of the Standard Pool Assessments or Special Pool Assessments when due.

VII. Default by Condominium Association. If for any reason the Condominium Association fails to perform its obligations hereunder, including, without limitation, its obligation to repair, maintain, replace and insure the Pool, and said failure continues for thirty (30) days after written notice from the Owners' Association to the Condominium Association, then the Owners' Association, at its option and without obligation, may enter upon the Common Elements of the Condominium Association and take any such action and pay any sums necessary to correct such failure. Any funds or costs incurred by the Owners' Association in connection with such action, together with interest at the Default Rate, court costs and reasonable attorneys' fees, shall become a lien against the Common Elements of the Condominium Association upon the same terms and conditions as the Standard and Special Pool Assessments become liens against the Residential Unit of a member of the Owners' Association and the Owners' Association may enforce said lien in the same manner as the Condominium Association may enforce a lien against a Residential Unit. The Owners' Association shall also have the right to bring an action at law against the Condominium Association personally to pay all amounts due pursuant to this Section VII.

VIII. Entitlement. The members of the Owners' Association, their family members, guests and lessees shall be entitled to use the Pool on the same terms and conditions as the members of the Condominium Association, their family members, lessees and guests.

IX. Interference. The Condominium Association and the members of the Condominium Association shall not unreasonably interfere with the use of the Pool by the members of the Owners' Association, their family members, lessees and guests or their rights of ingress and egress to and from the Pool as provided for hereby or otherwise obstruct said ingress

and egress. The members of the Owners' Association shall not unreasonably interfere with the use of the Pool by the members of the Condominium Association, their family members, lessees and guests.

X. Amendment. This Easement Agreement may be amended only in a writing executed by two officers of both the Condominium Association and the Owners' Association. Said writing shall be accompanied by a certificate of the secretary of the Owners' Association stating that the members of the Owners' Association entitled to cast at least a majority of the votes of the members of the Owners' Association have consented to such amendment and the certificate of the secretary of the Condominium Association that the members of the Condominium Association entitled to cast a majority of the votes of the members of the Condominium Association have consented to such amendment.

XI. Run with the Land. The rights and privileges granted herein shall accrue to the benefit of the Owners' Association and the members thereof from time to time and be appurtenant to the Owners' Property and be binding upon the Condominium Association and its members from time to time, and shall run with the Owners' Property and the Condominium Property. The easement granted herein shall constitute permanent, perpetual encumbrance on the Condominium Property. The rights, privileges, and obligations hereunder shall inure to the benefit of, and be binding upon, the Condominium Association and its members from time to time and the Owners' Association and its members from time to time, their successors and assigns.

XII. Notices. Any notices or communications required to be given to either the Owners' Association or the Condominium Association shall be given by personal delivery to an officer of said associations, as appropriate,

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or by U.S. registered or certified mail, return receipt requested, postage prepaid, at the addresses for said Associations set forth below or such other addresses as may be designated by like notice:

Condominium Association:

Village of Barnum Bay  
Condominium Association, Inc.  
c/o Nicholas J. Brazeau  
262 West Grand Avenue  
Wisconsin Rapids, Wisconsin 54494

Owners' Association:

The Bluffs at Barnum Bay Community Association, Ltd.  
c/o Nicholas J. Brazeau  
262 West Grand Avenue  
Wisconsin Rapids, Wisconsin 54494

Such notice shall be deemed given on the date of personal delivery or on the date two (2) days after said certification or registration.

This Easement Agreement has been executed and delivered as of the day and the year first set forth above.

VILLAGE OF BARNUM BAY  
CONDOMINIUM ASSOCIATION, INC.

By: Richard L. Hilliker  
Name: Richard L. Hilliker  
Its: President

Attest: Ralph V. Hurrish  
Name: Ralph V. Hurrish  
Its: Secretary

THE BLUFFS AT BARNUM BAY  
COMMUNITY ASSOCIATION, LTD.

By: Richard L. Hilliker  
Name: Richard L. Hilliker  
Its: President

Attest: Ralph V. Hurrish  
Name: Ralph V. Hurrish  
Its: Secretary

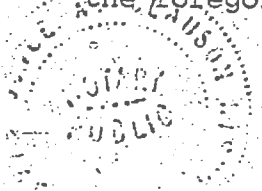
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STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF WOOD )

Personally came before me this 26th day of August, 1991, the above named Richard L. Hilliker and Ralph V. Hurrish to me known to be the President and Secretary, respectively, of the Village of Barnum Bay Condominium Association, Inc., who executed the foregoing instrument and acknowledged the same.

*Joyce A. Clauson*

Joyce A. Clauson  
Notary Public  
Wood County, WI.  
My Commission Expires 3/28/93

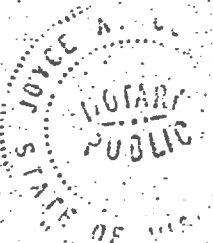


STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF WOOD )

Personally came before me this 26th day of August, 1991, the above named Richard L. Hilliker and Ralph V. Hurrish to me known to be the President and Secretary, respectively, of the Bluffs at Barnum Bay Community Association, Ltd., who executed the foregoing instrument and acknowledged the same.

*Joyce A. Clauson*

Joyce A. Clauson  
Notary Public  
Wood County, WI.  
My Commission Expires 3/28/93



This instrument was drafted by and should be returned to Sarah O. Jelencic, Foley & Lardner, 777 East Wisconsin Avenue, Milwaukee, WI 53202.

EXHIBIT A

## Condominium Property

A parcel of land located in SW 1/4-SW 1/4, Section 27, Units 1, 2 and 3 of Building I, together with the undivided interest in the common and limited common elements appurtenant thereto in Village at Barnum Bay Condominium, Phase I, a condominium created and existing under the Condominium Ownership Act of the State of Wisconsin by the Declaration of Condominium recorded on May 17, 1989 at 11:15 a.m. in the office of the Register of Deeds for Adams County, Wisconsin in Volume 504 of Micro-Records at Pages 11-98 and continued in Volume 505 of Micro-Records at Pages 1-37 as Document No. 318658; Incorporated herein by this reference is the real estate described in and subject to said Declaration. Said property is part of Lot 1 of Adams County Certified Survey Map No. 2131 (recorded in Volume 8 of Survey Maps at Page 100) located in the SE 1/4 of the SE 1/4 of Section 28, Township 20 North, Range 5 East, Town of Rome, Adams County, Wisconsin. Together with an easement as noted in Volume 528 & 529 of Micro-Records at Page 95-98 and 1-10 as Document No. 320106.



EXHIBIT C

Owner's Property

Lots 1 through and including Lot 8 and Outlots 2 and 3 of The Bluffs at Barnum Bay located in the SW 1/4 of the SW 1/4 of Section 27 and the SE 1/4 of the SE 1/4 of Section 28, Township 20 North, Range 5 East and Lot 14, Amundson Subdivision and NE 1/4 of Section 33, Township 20 North, Range 5 East, Town of Rome, Adams County, Wisconsin, and which Plat is recorded in the Office of the Register of Deeds for Adams County as Document No. 331128.

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REGISTER'S OFFICE  
ADAMS COUNTY WI  
RECEIVED FOR RECORD

EXHIBIT G

335047 VOL 180 PAGE 50

APR 29 1992

AT 3:30 P M IN VOL 180  
OF MR PAGE 50-60  
*Oliver Thurston* REGISTER

CATV EASEMENT, USE AND MAINTENANCE AGREEMENT

This CATV Easement, Use and Maintenance Agreement is dated as of this 26 day of August, 1991 (the "Easement Agreement") by and between the Village of Barnum Bay Condominium Association, Inc. (the "Condominium Association") and The Bluffs at Barnum Bay Community Association, L.P. (the "Owners' Association").

R E C I T A L S :

A. A portion of the Common Elements (as such term is defined in the Declaration of Barnum Bay, a condominium (the "Condominium Declaration")) of the Village of Barnum Bay, a condominium, (the "Condominium") consists of a cable antenna-television system and certain appurtenant facilities, including, without limitation, tower antenna head-end equipment and underground distribution system (collectively, the "CATV System"). The real property subjected to the Condominium Declaration is more particularly described on Exhibit A attached hereto (as such property may be expanded from time to time in accordance with the Condominium Declaration, the "Condominium Property"). The general location of the CATV System is more particularly depicted on Exhibit B attached hereto.

B. The Condominium Association desires to permit the members of the Owners' Association, their family members, guests and lessees to use the CATV System in accordance with the terms and conditions of this Easement Agreement. Membership in the Owners' Association is appurtenant to and may not be separated from ownership of a Residential Unit (as such term is defined in the Declaration of Covenants, Conditions and Restrictions for The Bluffs at Barnum Bay (the "Owners' Declaration")). The real property subjected to the Owners' Declaration is more particularly described on Exhibit C attached hereto (as such property may be expanded from time to time in accordance with the terms of the Owners' Declaration, the "Owners' Property").

C. The members of the Owners' Association desire to use the CATV System in accordance with the terms and conditions of this Easement Agreement.

NOW, THEREFORE, in consideration of the terms and provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, IT IS AGREED:

I. Easement. The Condominium Association, on behalf of its members, hereby grants and conveys to the Owners' Association and its members from time to time a permanent, perpetual, non-exclusive easement for ingress and

# 30<sup>60</sup> per

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egress to, and the use of, and the right to connect to the CATV System for the benefit of the Owners' Property in accordance with the terms of this Easement Agreement.

II. Use. Users of the CATV System shall comply with all reasonable rules and regulations promulgated from time to time by the Condominium Association and delivered in writing to each member of the Owners' Association and to the secretary of the Owners' Association. Said rules and regulations shall be consistently applied to, and enforced against, members of both the Condominium Association and the Owners' Association and both the Condominium Association and the Owners' Association. The members of the Owners' Association and the Owners' Association shall have the same rights to use the CATV System as the members of the Condominium Association and the Condominium Association so long as said CATV System is in use by the members of the Condominium Association and the Condominium Association, or the equivalent thereof. The members of the Owners' Association and the Owners' Association shall have the right to hook up to or connect with and use the CATV System on the same terms and conditions as the members of the Condominium Association and the Condominium Association in accordance with the terms hereof. The Owners' Association and its employees, agents, representatives or contractors shall have a right of ingress and egress to and from the CATV System on, over and across the Common Elements of the Condominium for purposes of inspection, hook-up, connection, installation, disconnection, maintenance, repair, replacement or restoration.

III. Maintenance Assessments. The Condominium Association shall maintain the CATV System in good condition and repair and shall carry liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00). The annual cost of any maintenance, repair, replacement, insurance, or similar costs deemed necessary or desirable by the Condominium Association, in its reasonable discretion, to accomplish the foregoing obligations shall be assessed equally against each member of the Owners' Association and the Condominium Association (the "Standard CATV Assessment"). The Standard CATV Assessment, together with interest, costs of collection and reasonable attorneys' fees shall be a charge on the Residential Units and shall be a continuing lien upon the property against which each such assessment is made. Each such Standard CATV Assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the person or entity who is the owner of such Residential Unit or Units at the time when the Standard CATV Assessment fell due. The personal

10  
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obligation for a delinquent Standard CATV Assessment shall not pass to his, her or its successor in title unless expressly assumed by them. The Standard CATV Assessments shall be due on a quarterly, semi-annual or annual basis as determined by the Condominium Association in its reasonable discretion.

IV. Budget. The Condominium Association shall prepare a budget for each fiscal year of the operation of the CATV System containing an estimate of the total amount which it considers necessary to pay the Standard CATV Assessments. No later than the first day of each fiscal year, the Condominium Association shall send to each member of the Owners' Association a copy of such budget, together with a statement setting forth the obligation of each such member to pay his or her share of the Standard CATV Assessment based upon such budget and a schedule setting forth when each installment is due.

V. Special Assessment. In addition to the Standard CATV Assessment, the Condominium Association may levy in any assessment year a special assessment (the "Special CATV Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of capital improvements in connection with the CATV System, the cost of which cannot be met from the sums collected through the Standard CATV Assessments, or from insurance proceeds; the cost of constructing capital improvements; or the cost of certain unexpected expenses or unexpected increases in any annual expenses, including, but not limited to, an increase in the insurance premium assessed against the Condominium Association in connection with the CATV System; provided, however, that any such Special CATV Assessment which exceeds Five Hundred Dollars (\$500.00) or which results in all Special CATV Assessments assessed in any twelve (12) month period exceeding Eight Hundred Dollars (\$800.00) shall for a period of forty-five (45) days after notice of any such Special CATV Assessment is sent to the members of the Owners' Association and the Condominium Association be subject to a veto by the members entitled to cast at least a majority of the votes of the members of both associations who are voting in person or by proxy in a meeting or meetings duly called for that purpose pursuant to the bylaws of the Owners' Association as to the members thereof and pursuant to the bylaws of the Condominium Association as to the members thereof.

VI. Lien. Any Standard CATV Assessment or Special CATV Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at an interest rate equal to the lesser of (i) two percent (2%) over the prime rate as such rate is announced from time to time at First Wisconsin National Bank of Milwaukee, Wisconsin, or its successor or assigns, at its principal place of business, or (ii) the maximum rate of interest then permitted by applicable usury laws (the "Default Rate"). The Condominium Association may bring an action at law against the member personally to pay the same or foreclose the lien against the Residential Unit of said member, and there should be added to the amount of such Standard CATV Assessment or Special CATV Assessment the cost of preparing and filing the complaint of such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the cost of the action. In the event any such assessment is not paid, a statement of lien may be filed by the Condominium Association within two years after the assessment becomes due. The lien shall be effective against the Residential Unit of said member at any time the assessment becomes due regardless of when within the two-year period it is filed. A statement of lien shall be filed in land records of the clerk of circuit court of the county where the Residential Unit is located and in such other records as the Condominium Association deems appropriate, and shall contain the description of the Residential Unit, the name of the record owner, and the amount due in the period for which the Standard CATV Assessment or Special CATV Assessment was due. The statement of lien shall be signed and verified by an officer or agent of the Condominium Association as specified in the bylaws of the Condominium Association with respect to its own members and then may be filed. Upon full payment of the assessment for which the lien is claimed, the member shall be entitled to suitable satisfaction of the lien. The lien may be enforced and foreclosed by the Condominium Association or any other person specified in the bylaws of the Condominium Association in the same manner and subject to the same requirements as the foreclosure of mortgages on real property in this state. No action may be brought to foreclose the lien unless brought within three (3) years following the recording of the statement of lien. No action may be brought to foreclose the lien except after ten (10) days' prior written notice to the member and to the Owners' Association given by registered mail, return receipt requested, to the address of the member and to the Owners' Association as shown on the books of the Owners' Association. No member may waive or otherwise escape

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liability for the assessments provided for herein by non-use of the CATV System or abandonment of his/her Residential Unit. The Condominium Association shall have similar rights to place liens against the Units (as such term is defined in the Condominium Declaration) of its members in connection with the failure by any of the members of the Condominium Association to pay their portion of the Standard CATV Assessments or Special CATV Assessments when due.

VII. Default by Condominium Association. If for any reason the Condominium Association fails to perform its obligations hereunder, including, without limitation, its obligation to repair, maintain, replace and insure the CATV System, and said failure continues for thirty (30) days after written notice from the Owners' Association to the Condominium Association, then the Owners' Association, at its option and without obligation, may enter upon the Common Elements of the Condominium Association and take any such action and pay any sums necessary to correct such failure. Any funds or costs incurred by the Owners' Association in connection with such action, together with interest at the Default Rate, court costs and reasonable attorneys' fees, shall become a lien against the Common Elements of the Condominium Association upon the same terms and conditions as the Standard and Special CATV Assessments become liens against the Residential Unit of a member of the Owners' Association and the Owners' Association may enforce said lien in the same manner as the Condominium Association may enforce a lien against a Residential Unit. The Owners' Association shall also have the right to bring an action at law against the Condominium Association personally to pay all amounts due pursuant to this Section VII.

VIII. Entitlement. The Owners' Association, the members of the Owners' Association, their family members, lessees, and guests shall be entitled to use the CATV System on the same terms and conditions as the Condominium Association, the members of the Condominium Association, their family members, lessees, and guests.

IX. Interference. The Condominium Association and the members of the Condominium Association shall not unreasonably interfere with the use of the CATV System by the Owners' Association, the members of the Owners' Association, their family members, lessees and guests or the rights of ingress and egress to and from the CATV System as provided for hereby for the benefit of the Owners' Association, its employees, agents, representatives and contractors or otherwise obstruct

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said ingress and egress. The members of the Owners' Association shall not unreasonably interfere with the use of the CATV System by the Condominium Association, the members of the Condominium Association, their family members, lessees and guests.

X. Amendment. This Easement Agreement may be amended only in a writing executed by two officers of both the Condominium Association and the Owners' Association. Said writing shall be accompanied by a certificate of the secretary of the Owners' Association stating that the members of the Owners' Association entitled to cast at least a majority of the votes of the members of the Owners' Association have consented to such amendment and the certificate of the secretary of the Condominium Association that the members of the Condominium Association entitled to cast a majority of the votes of the members of the Condominium Association have consented to such amendment.

XI. Run with the Land. The rights and privileges granted herein shall accrue to the benefit of the Owners' Association and the members thereof from time to time and be appurtenant to the Owners' Property and be binding upon the Condominium Association and its members from time to time, and shall run with the Owners' Property and the Condominium Property. The easement granted herein shall constitute permanent, perpetual encumbrance on the Condominium Property. The rights, privileges, and obligations hereunder shall inure to the benefit of, and be binding upon, the Condominium Association and its members from time to time and the Owners' Association and its members from time to time, their successors and assigns.

XII. Notices. Any notices or communications required to be given to either the Owners' Association or the Condominium Association shall be given by personal delivery to an officer of said associations, as appropriate, or by U.S. registered or certified mail, return receipt requested, postage prepaid, at the addresses for said associations set forth below or such other addresses as may be designated by like notice:

Condominium Association:

Village of Barnum Bay  
Condominium Association, Inc.  
c/o Nicholas J. Brazeau

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262 West Grand Avenue  
Wisconsin Rapids, Wisconsin 54494

Owners' Association:

The Bluffs at Barnum Bay Community Association, Ltd.  
c/o Nicholas J. Brazeau  
262 West Grand Avenue  
Wisconsin Rapids, Wisconsin 54494

Such notice shall be deemed given on the date of personal delivery or on the date two (2) days after said certification or registration.

This Easement Agreement has been executed and delivered as of the day and the year first set forth above.

VILLAGE OF BARNUM BAY  
CONDOMINIUM ASSOCIATION, INC.

By: Richard L. Hilliker  
Name: Richard L. Hilliker  
Its: President

Attest: Ralph V. Hurrish  
Name: Ralph V. Hurrish  
Its: Secretary

THE BLUFFS AT BARNUM BAY  
COMMUNITY ASSOCIATION, LTD.

By: Richard L. Hilliker  
Name: Richard L. Hilliker  
Its: President

Attest: Ralph V. Hurrish  
Name: Ralph V. Hurrish  
Its: Secretary

STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF WOOD )

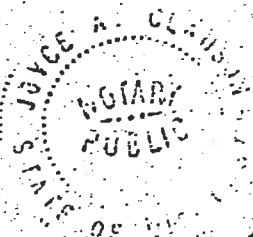
Personally came before me this 26th day of August, 1991, the above named Richard L. Hilliker and Ralph V. Hurrish to me known to be the President and Secretary, respectively, of the Village of Barnum Bay Condominium Association, Inc., who executed the foregoing instrument and acknowledged the same.



Joyce A. Clauson  
Joyce A. Clauson  
Notary Public  
Wood County, WI.  
My Commission Expires 3/28/93

STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF WOOD )

Personally came before me this 26th day of August, 1991, the above named Richard L. Hilliker and Ralph V. Hurrish to me known to be the President and Secretary, respectively, of the Bluffs at Barnum Bay Community Association, Ltd., who executed the foregoing instrument and acknowledged the same.



Joyce A. Clauson  
Joyce A. Clauson  
Notary Public  
Wood County, WI.  
My Commission Expires 3/28/93

This instrument was drafted by and should be returned to Sarah O. Jelenc, Foley & Lardner, 777 East Wisconsin Avenue, Milwaukee, WI 53202.

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EXHIBIT A

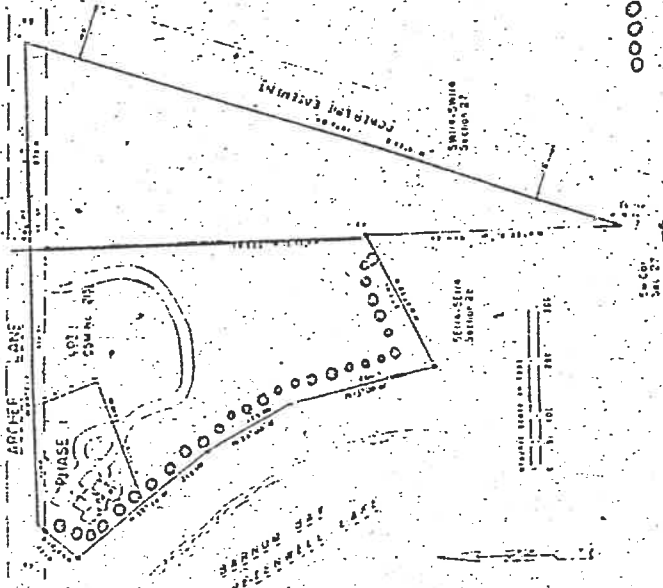
## Condominium Property

A parcel of land located in SW 1/4-SW 1/4, Section 27, Units 1, 2 and 3 of Building I, together with the undivided interest in the common and limited common elements appurtenant thereto in Village at Barnum Bay Condominium, Phase I, a condominium created and existing under the Condominium Ownership Act of the State of Wisconsin by the Declaration of Condominium recorded on May 17, 1989 at 11:15 a.m. in the office of the Register of Deeds for Adams County, Wisconsin in Volume 504 of Micro-Records at Pages 11-98 and continued in Volume 505 of Micro-Records at Pages 1-37 as Document No. 318658; Incorporated herein by this reference is the real estate described in and subject to said Declaration. Said property is part of Lot 1 of Adams County Certified Survey Map No. 2131 (recorded in Volume 8 of Survey Maps at Page 100) located in the SE 1/4 of the SE 1/4 of Section 28, Township 20 North, Range 5 East, Town of Rome, Adams County, Wisconsin. Together with an easement as noted in Volume 528 & 529 of Micro-Records at Page 95-98 and 1-10 as Document No. 320106.

EXHIBIT B: LOCATION OF CATV

VILLAGE AT BARNUM BAY CONDOMINIUM  
ADAMS COUNTY, WISCONSIN

PHASE I



oooooCATV line

DESCRIPTION OF FUTURE PHASES OF VILLAGE AT BARNUM BAY CONDOMINIUM:  
A parcel of land located in S44-S46, Section 27, T8N, R10E, Adams County, Wisconsin bounded by the following: Section 27, Adams County, Wisconsin, 40535.30' along the north line of power line easement and point of beginning; 375.61' along the east line of power line easement; 1038.42' east to the corner of S44-S46, Section 27; thence S89°51'E along a line 375.61' to north line of power easement; thence S19°26'W along north line of power line easement, 1038.42' feet to point of beginning and all of Lot 1, CSA No. 2131, Adams County, Wisconsin Except Phase I hereafter described:

DESCRIPTION OF PHASE I:  
A parcel of land located in part of Lot 1, CSA No. 2131, Adams County, Wisconsin bounded by the following described line: Section 27, Adams County, Wisconsin, 40535.30' along the north line of power line easement and point of beginning; 375.61' along the east line of power line easement; 1038.42' east to the corner of S44-S46, Section 27; thence S89°51'E along a line 375.61' to north line of power easement; thence S19°26'W along north line of power line easement, 1038.42' feet to point of beginning. Said parcel contains 42,350 square feet or 0.97 acres.

An agreement has been signed by Ken Carlson and Dick Williger to except certain requirements of the Wisconsin Administrative Code, namely not to set iron stakes at all property and phase corners. Bearings are referenced to CSA No. 2131.  
Owner: Wisconsin River Power Co., PO Box 50, Wisconsin Rapids, WI  
Surveyor: Ken Carlson, 127 10th Ave, Baraboo WI 53913 tel 606-356-3816

CONDOMINIUM PLAN  
VILLAGE AT BARNUM BAY  
PHASE I  
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I, Kenneth W. Carlson, a certified land surveyor, hereby certify that I have surveyed the above described parcel, that this plan is a true and correct representation of the exterior boundaries of the parcel as to be located on the Building, the site, survey and the identification and location of each unit and the common elements can be determined.

EXHIBIT C

## Owner's Property

Lots 1 through and including Lot 8 and Outlots 2 and 3 of The Bluffs at Barnum Bay located in the SW 1/4 of the SW 1/4 of Section 27 and the SE 1/4 of the SE 1/4 of Section 28, Township 20 North, Range 5 East and Lot 14, Amundson Subdivision and NE 1/4 of Section 33, Township 20 North, Range 5 East, Town of Rome, Adams County, Wisconsin, and which Plat is recorded in the Office of the Register of Deeds for Adams County as Document No. 331128.

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