Archer Forest Documents

Document

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ARCHER FOREST DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Document Number

Title of Document

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THIS DECLARATION, made this 27 day of

MLY

, 2005, by Naterra Land, Inc., a

Corporation under the laws of the State of Minnesota

(hereinafter referred to as "DECLARANT").

WITNESSETH:

WHEREAS, the DECLARANT is the owner of the real property (hereinafter "Subject Property") and the description of

445972

VOL 3986 PAGE 95

Recorded-Adams County Wi Register of Deeds Office-Jadi M. Helgeson-Register

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Time: 2:051m

Volume: 3986 Page: 95-109

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Atty, Walter G. Wefel

P.O. Box 639

Wisconsin Rapids, WI 54495

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which is set forth on Exhibit A-1 which is the 1st page of Adams County Plat Map # 445862 File 2, Env. 165 recorded on July 26th 2005 at 12:20 p.m. attached hereto and incorporated by reference herein. Subject Property described on Exhibit A-1 is shown on the Plat Map marked as Exhibit A-2a and A-2b and incorporated by reference herein and includes Lots One (1) through Twelve (12) together.

WHEREAS, the Subject Property also includes (as shown on Exhibit A-3), two (2) six (6) slip piers, two (2) wooden stairways necessary to access said piers and the right to use a parking area on project land located on the west side of County Highway Z opposite of subject property. The right to use said piers, wooden stairways and parking area or other common property are subject to the provisions of the Nonexclusive License Agreement to be entered into by the DECLARANT and the Archer Forest Community Association, Ltd.

WHEREAS, the DECLARANT, desires to provide for the preservation of the values and amenities of Subject Property and, to this end, desire to subject aforesaid Subject

Property to the covenants, conditions, restrictions and charges hereinafter set forth, each and all of which is and are for the benefit of Subject Property as a whole and all owners of any part thereof.

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NOW, THEREFORE, the DECLARANT does hereby give notice to all purchasers and their successors of any portion of Subject Property herein before described and whomsoever it may concern that Subject Property is, and each and every conveyance or any portion of Subject Property will be, subject to the following covenants, conditions, restrictions and charges which will inure to the benefit of and pass with Subject Property, and each and every parcel thereof, and shall apply to and bind each successor in interest, and any owner thereof.

ARTICLE I

GENERAL PURPOSE

The purpose of this Declaration is to insure the best use and the most appropriate development and improvement of the Subject Property; to protect owners of Subject Property against such use of surrounding property as will detract from the value of their property; to preserve, so far as practicable, the natural beauty of Subject Property; to insure the highest and best development for Subject Property, to encourage and secure the erection of attractive structures thereon with appropriate locations thereof on each parcel; to promote harmonious improvement of Subject Property; to secure and maintain proper setbacks from the roads, and adequate free spaces between structures; and in general to provide adequately for a high type in quality and improvement in Subject Property, and thereby to preserve and enhance the value of investments made by purchasers of Subject Property therein.

ARTICLE II

USE OF LAND

All terms, regulations and conditions of any applicable township, county or state zoning or subdivision ordinances, statute or regulation shall be and remain in effect.

No noxious or offensive trade or activity shall be carried on upon the Subject Property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

No mobile homes, junk cars or shacks shall be permitted on Subject Property, nor shall any structure of a temporary character be used as a dwelling. Unless otherwise restricted by applicable zoning laws and regulations, camping, including the use of recreational camping vehicles is permitted on the parcels for not more than 14 consecutive days and no more than 28 days in a calendar year. All camping vehicles, camping trailers, tents, rubbish and debris associated with camping activities shall be removed from the premises upon departure.

No on-site un-housed storage will be allowed for excess material and infrequently used vehicles. Storage of snowmobiles, boats, trailers, campers, golf carts and other seasonal items frequently used off of Subject Property will be allowed, provided they are not kept closer than 30 feet from any public road and 15 feet from any property line.

Outdoor toilets shall not be permitted. Subject property shall not be further subdivided.

No horses, cows, goats, pigs, sheep, poultry or fowl of any kind will be permitted to be kept on any part of Subject Property. Pets will be permitted and shall be properly restrained so as to avoid becoming an annoyance or nuisance to the neighborhood and shall be in accordance with any other applicable ordinance. All exterior lighting shall not interfere with the use and enjoyment of neighboring properties.

No seawalls or other shoreline stabilization measures are allowed without prior written authorization from the Wisconsin Department of Natural Resources, the Adams County Zoning office, and Wisconsin River Power Company.

Lots 1, 2, 3, 7, 8 and 9 will be assigned to Pier One. Lots 4, 5, 6, 10, 11 and 12 will be assigned to Pier Two.

ARTICLE III

TYPE OF MATERIAL: SIZE OF STRUCTURE

All structures erected shall be of new materials and new construction and shall be completed within one (1) year after commencement of construction. Building exterior must be of brick, stone, metal, wood or maintenance free siding (example, steel, vinyl, aluminum) and such exterior must be suitably finished.

Modular (factory homes) built on site must meet State of Wisconsin Uniform Dwelling Code requirements and shall have a minimum roof pitch of 6/12. Homes assembled on site from factory built components are permitted.

Finishes shall be of colors that are in harmony with the colors of the natural surrounding, such as those commonly referred to as "earth tones."

All homes, cabins, or other dwellings, whether permanent, seasonal or recreational shall be at least 1,000 square feet in size.

ARTICLE IV

GARBAGE AND REFUSE DISPOSAL

No lots shall be used or maintained as a dumping ground for rubbish, trash, or garbage, nor shall any waste be kept on Subject Property, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall comply with all local, state, and/or other regulations.

ARTICLE V

BUILDING LOCATION

All buildings shall be located on their respective lots in accordance with the applicable state, county, or township regulations, ordinances or laws which shall supersede any provisions contained herein. In addition, no building or other structure permitted under the terms of this agreement shall be located closer than 30 feet to any public road, and 15 feet from the side yard or 10 feet from accessory buildings.

ARTICLE VI

TIMBER REMOVAL

Cutting of Subject Property will not be allowed unless done pursuant to a timber management plan or for the purpose of clearing a building site, lawn and garden area or driveway. All stumps that are removed shall be buried, burned or otherwise removed from Subject Property. Selective harvesting of trees for personal use as firewood will be allowed. The removal of brush and dead, dying and dangerous trees will be allowed on the Subject Property. This does not apply to the project land owned by the Wisconsin River Power Company.

ARTICLE VII

ARCHER FOREST COMMUNITY ASSOCIATION, LTD.

The property owners of Archer Forest shall become part of a non-profit membership corporation for the purpose of maintaining, improving, policing or preserving properties in which

its members shall have common rights of usage or enjoyment including said two (2) piers, said two (2) wooden stairways and said parking area as described in the Non-exclusive License Agreement with the Wisconsin River Power Company.

- 1. That membership in said Association shall be mandatory for every person or entity who is a beneficial owner of a fee or an undivided fee interest in any part of the real estate subject to this Declaration or any Supplemental Declaration, including contract buyers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall transfer to the new owner(s) upon the conveyance of said fee interest(s).
- 2. That the Association shall have the rights and duties to fix and collect annual assessments against each lot as follows:

- A. The Association shall have the power to prepare and annually submit to its membership a budget of the expenditures which it proposes to make for the ensuing year. Such budget shall include the necessary expenses of the Association including the expenses of maintaining the aforesaid two piers, said two wooden stairways and said parking area as well as compensation, if any, to officers, fees paid for auditing the books of the Association and for necessary legal services and counsel fees to the Board of Directors thereof.
- B. Upon the adoption and approval of the annual budget by a majority of the members entitled to vote as established by the articles of incorporation and bylaws of the Association and by rules validly adopted by resolution of the Board of Directors of the Association, at a regular meeting or adjournment thereof, or upon the approval of a special assessment under par. D., the Board of Directors of the Association may levy an assessment against all of the lots, the ownership of which entitles the owner thereof to the use and enjoyment of the properties controlled by the Association.
- C. The assessment levied under this section shall be equal in amount against each lot and shall be levied at the same time each year upon all lots. The Association shall at its first Annual Meeting set the assessment for the following year to cover the first year's estimated expenses.
- D. The Board of Directors of the Association may call a special meeting upon at least five (5) days written notice for the purpose of making special assessment. The nature of the proposed special assessment shall be included in the notice. A majority of members entitled to vote shall constitute a quorum for a special meeting, and a majority of members entitled to vote who are present at the special meeting shall determine a question.

- E. The Board of Directors of the Association shall declare the assessments levied under sub B., due and payable at any time after 30 days from the date of the levy. The Association's Secretary or other officer shall notify the owner of every lot so assessed of the action taken by the Board, the amount of the assessment of each lot owned by such owner and the date on which the assessment becomes due and payable. The secretary shall mail the notice by U.S. mail, postage prepaid, to the owner at the owner's last-known post-office address.
- F. In the event that an assessment levied under sub. B. against any lot remains unpaid for a period of sixty (60) days from the date of the levy, the Board of Directors of the Association may, in its discretion, file a claim for a maintenance lien against the lot. All of the following apply to a claim for lien under this subsection:
 - i. The claim may be filed at any time within six (6) months from the date of the levy.
 - The claim shall be filed in the office of the clerk of circuit court of the county in which the lands affected by the levy lie.
 - iii. The claim shall contain a reference to the resolution authorizing the levy and the date of the resolution, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the property affected by the levy and a statement of the amount claimed.
 - iv. The claim shall be signed by the claimant or the claimant's attorney, need not be verified, and may be amended, in case an action is brought, by court order, as pleadings may be.
 - v. The clerk of circuit court shall enter each claim for a maintenance lien in the judgment and lien docket immediately after the claim is filed in the same manner that other liens are entered. The date of levy of assessment will appear on the judgment and lien docket instead of the last date of performance of labor or furnishing materials.
 - vi. When the Association has so filed its claim for lien upon a lot it may foreclose the same by action in the circuit court having jurisdiction thereof, and ss. 779.09, 779.10, 779.11, 779.12 and 779.13 shall apply to proceedings undertaken for the enforcement and collection of maintenance liens as described in this subsection.
- 3. The members of the Association shall have the following rights:
- A The Right to Use Shoreline Property.

1. As of the date of execution of this Agreement, the Shoreline Property is owned by Wisconsin River Power Company and lies within the boundary of a

hydroelectric project known as Federal Energy Regulatory Commission ("FERC") Project 1984. The land is subject to regulation by FERC in accordance with the terms and conditions of a license issued by FERC.

2. The Declarant will obtain from Wisconsin River Power Company a non-exclusive license agreement that grants the Association and its members and invitees the right to construct certain boat docks, stairs and parking area on project land and to use the Shoreline Property for recreational activities, such as walking, swimming, boating, bank fishing, and other pedestrian activities. FERC requires that the Shoreline Property also be open to the public for pedestrian ingress and egress. The Association has the right to construct two (2) six slip piers, two (2) wooden stairways and parking area on the previously identified project land; its members have the exclusive right to use the piers, wooden stairways and parking area. Wisconsin River Power Company will install signs at each pier designating them as "Permitted Piers," and "Private Property for the exclusive use of Association Members." These rights shall be subject to the terms and conditions of said License Agreement.

B. Docks, Stairways, Watercraft and Storage,

- Maintenance / Construction. All common piers, parking area and wooden stairways shall be owned and maintained by the Association. The actual frontage area for each pier must be leased annually from the Wisconsin River Power Company. Naterra Land will execute the 2005/2006 Non-exclusive License Agreement. Naterra Land will assign said Agreement to the Association which will be responsible for the Agreement and the payment of all annual fees.
- Placement. Placement of the two (2) piers, their associated wooden stairways and parking area will be located within the project land located west of County Highway Z opposite the Archer Forest property.
- Off-Season Storage. Pier components and boat lifts may be stored on project land during the off-season months at a location approved by Wisconsin River Power Company.
- 4. <u>Lighting Fixtures</u>. One dusk-to-dawn light fixture may be installed at each convenience pier. Dusk-to-dawn fixtures shall be standard dusk-to-dawn outdoor lights, mounted on wooden poles with natural finishes, and extending not more than 15 feet above ground level. All wiring leading to permitted light fixtures shall be buried, in accordance with applicable electrical codes and regulations.
- 4. The Association shall maintain insurance covering the insurable improvements

located or constructed upon project land owned by Wisconsin River Power Company. The Association shall maintain the following types of insurance, and said insurance coverage shall be paid by the Association out of the annual fee collected from Association members.

A. <u>Property Insurance</u>.

A policy of property insurance covering the piers, wooden stairways, parking area and any other improvements constructed upon project land. Such insurance as maintained by the Association pursuant to this subsection shall afford protection against at least the following:

- Loss or damage by fire and other perils normally covered by the standard coverage endorsement; and
- Such other risks as shall customarily be covered with respect
 to projects similar in construction, location, and use, including
 all perils normally covered by the standard risk endorsement,
 where such is available.

B. <u>Public Liability Insurance</u>

A comprehensive policy of public liability insurance covering the piers, wooden stairways, parking area and any other improvements owned by the Association, and its use of said project land, insuring the Association in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) covering bodily injury, including death of one person, arising out of a single occurrence and Two Million and no/100 Dollars (\$2,000,000.00) for death or injury to more than one person arising out of a single occurrence and One Hundred Thousand and no/100 Dollars (\$100,000.00) for property damage. (Such coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the project land along the water, the piers, wooden stairways and parking area, legal liability arising out of lawsuits related to employment contracts of the Association, and protection against liability for non-owned and hired automobiles). Such coverage may also include, if applicable, contractual liability and workmen's compensation insurance for persons hired by the Association for work such as dock installation, maintenance and removal. Such coverage limits may be increased from time to time by the Association.

C. Other Risks.

In addition, the Association may obtain insurance against such other risks of similar or dissimilar nature as it shall deem appropriate, to the extent that such coverage is reasonably available, including, but not limited to, personal liability insurance to protect directors and officers of the Association from

personal liability in relation to their duties and responsibilities in acting as directors and officers on behalf of the Association.

D. General Provisions of Insurance Policies.

All policies of insurance carried by the Association shall be carried in blanket policy form naming the Association as insured, or its designee as trustee and attorney in fact for such Owners, and each Owner shall be an insured person under such policies with respect to liability arising out of any Owner's membership in the Association.

E. <u>Deductibles</u>.

No policy of insurance in which the Association or its designee is the beneficiary shall include a deductible clause in the amount greater than \$500 or 1% of the face amount of the policy. After notice and the opportunity for hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of an Owner. Upon said determination by the Association, any said loss or portion thereof may be assessed to the Owner in question and the Association may collect the amount from said Owner in the same manner as any annual assessment.

ARTICLE VIII

TERM AND RIGHT TO ABATE VIOLATIONS

The provisions contained herein shall run with and bind Subject Property and shall inure to the benefit of and be enforceable by or against any owner of land included in Subject Property, their respective legal representatives, heirs, successors, and assigns and shall remain in full force and effect until and unless an instrument signed by two-thirds of the then owners of Subject Property has been recorded, agreeing to change said covenants in whole or in part.

If any lot owner or persons in possession of any said lots shall violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any other person or persons owning any real estate situated in the Subject Property to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages from such

violations. Failure by any land owner to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to subsequent thereto.

The invalidation of any one of these covenants by judgment of court order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Naterra Land, Inc, a Minnesota Corporation, does hereby cause this instrument to be executed in its name on the day and year first written above.

Naterra Land, Inc.

Keith J. Rusch, Assistant Secretary

STATE OF WISCONSIN)ss PORTAGE COUNTY)

Personally came before me this 27th day of July 2005, the above-named, Keith J. Rusch, the Assistant Secretary of Naterra Land, Inc., to me known to be the person who executed the foregoing instrument and acknowledge the same.

Colleen M. Webster

Notary Public, Portage County, Wisconsin

My commission expires: 2/21/2008

This instrument drafted by:

Atty. Walter G. Wefel

BRAZEAU, WEFEL, KRYSHAK & NETTESHEIM

262 West Grand Avenue

PO Box 639

Wisconsin Rapids, WI 54495-0639

1 (715) 423-1400

EXHIBIT A-1



adams county plat of ARCHER FOREST

LOCATED IN PART OF THE MORTHEAST GUARTER OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 22, TOWNSHIP 20 NORTH, RANGE 6 EAST, TOWN OF ROME, ADAMS COUNTY, WISCONSHI

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PROPERTY DESCRIPTION

EXHIBIT A-



ADAMS COUNTY PLAT OF ARCHER FOREST



LOCATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE COUTHEAST CUARTER OF THE SOUTHWEST QUARTER DECTION 22, TOWNSHIP DO NORTH, RANGE 6 EAST, TOWN OF ROME, ADAMS COUNTY, WISCONSIN

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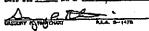
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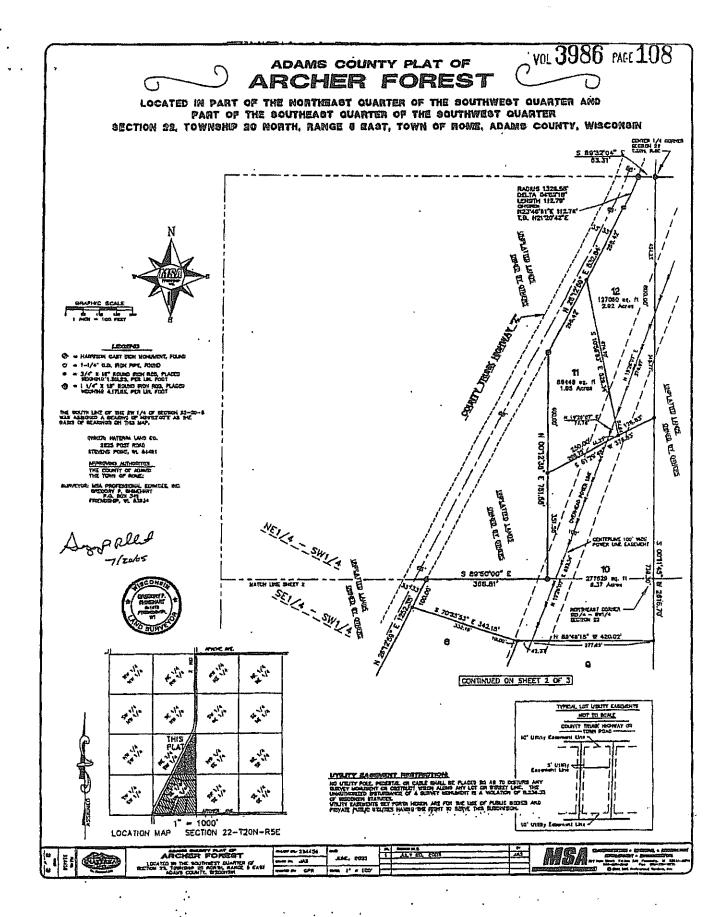
PROPERTY DESCRIPTION

ARCHER POREST

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.... 15 EXHIBIT A-Qa adams county plat of archer forest LOCATED IN PART OF THE MORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHWAST QUARTER OF THE SOUTHWEST QUARTER SECTION 22, TOWNSHIP 20 NORTH, HANGE 6 EAST, TOWN OF ROME, ADAMS COUNTY, WISCONSIN CONTINUED ON SHEET 3 OF 3 24,11.00 5 85 50 00° E 2616.70 LEGISTO - HAMISON CAST GON MONAROKE, FILMO a 1-1/4" OD, RON FIFE FOUND 3/4" H 18" ROUNG BOM ADD, PLACED MODERNS LEGISLE, FOR LM, FOCT 1 1/4" K 18" MODED BON BOX, PLACED MITTEL E M 345943 sq. ft 7.84 Acres THE THE THE PART BELLEVING 2525 POTT FORD STEVENS PONT, W. \$4431 THE IL OWER 3 88'48'15" E 509.68" 3 254.84 05077 Mg. ft Ange Reld 7/20/05 157672 bq. ft. 3.62 Aures 158527 sq. ft P **RADIUS 64218' DOLTA 18704'8' LENGTH 17731' CHOTE H1710'00'E 174.88' T.G. \$00'00'40.8'8 ST 70 112511 ag. # 2.68 Aores NUT PROPERTURE 4 CHANTON' E 104 (A) ARCHER AVENUE. ار المعربية المعربية 4.16 221 441 4 11 THELL LOT UTLIN EASTERNITE 47.17 rail. +2"il" UTBLITY GASSINGNT MENTRECTICAL LOCATION MAP SECTION 22-TON-RSE ARCHER PORCET 1 34, 64, 820 LOCATED BY THE SOUTHERST GLARKER OF THE COUNTY TO SHORE THE COUNTY TO MORNING BE MOST ALL BARRES & EAST



AMENDMENT NO. 1 OF ARCHER FOREST DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT NO. 1, dated this 12th day of August 2005, the Archer Forest Declaration of Covenants, Conditions and Restrictions, (hereinafter referred to as the Declaration) recorded on July 29, 2005 at 2:05 p.m. in Volume 3986 of records, page 95-109 as Document No. 445972, dated this 12th day of August, 2005, which is amended by Naterra Land, Inc. a corporation under the laws of the State of Minnesota and the

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VOL 4071 PAGE 50

Recorded-Adams County WI Register of Deeds Office-Jodi M. Helgeson-Register

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GOETZ ABSTRACT & TITLE

P.O. Box 906

Wisconsin Rapids, WI 54495-0906

715-424-2200

undersigned owners of all of the lots in said subdivision (hereinafter for the purpose of this amendment referred to as "Declarants")

WHEREAS, the second whereas paragraph on page one of said original Declaration did not set forth all of the subject property and in error indicated that the Nonexclusive License Agreement would be entered into between Naterra Land, Inc. and the Archer Forest Community Association, Ltd.

NOW THEREFORE, Declarants do hereby amend said second whereas paragraph of the Declaration to read as follows:

WHEREAS, the subject Property also includes (as shown on Exhibit A-3 of said original Declaration), two (2) six (6) slip piers, two (2) wooden stairways necessary to access said piers and the right to use the property described in Exhibit A attached hereto but which right to use said piers, wooden stairways and property described in Exhibit A is subject to the provisions of the Nonexclusive License Agreement to be entered into by Naterra Land, Inc. and the Wisconsin River Power Company and later to be assigned to the Archer Forest Community Association, Ltd.

NOW FURTHER, the Declarants do hereby give notice to all purchasers and their successors of any portion of Subject Property herein before described and whomsoever it may concern that Subject

Property is, and each and every conveyance or any portion of Subject Property will be, subject to the following covenants, conditions, restrictions and charges set forth in said Declaration and any amendment thereto which will inure to the benefit of and pass with Subject Property, and each and every parcel thereof, and shall apply to and bind each successor in interest, and any owner thereof.

IN WITNESS WHEREOF, we have set our hands and seals.

DECLARANTS

NATERRA LAND, INC.

Keith J. Rusch
Assistant Secretary

STATE OF WISCONSIN)

SS

PORTAGE COUNTY)

On this 12th day of August, 2005, before me a Notary Public, personally appeared the above-named Keith J. Rusch, to me known to be the Assistant Secretary of Naterra Land, Inc., a corporation under the laws of the State of Minnesota, a foregoing instrument, was signed on behalf of said corporation by authority of its Board of Directors and said Keith J. Rusch acknowledged said instrument to be the free act and deed of said corporation.

Colleen M. Webster

Notary Public, Portage County, WI

My commission expires: February 24, 2008

EXHIBIT A

All that part of the Northeast ¼ of the SW ¼ of Section 22, Township 20 North, Range 5 East, Town of Rome, Adams County, Wisconsin (hereinafter called "said forty") located between the West right of way line of County Trunk Z and the ordinary high water mark of Lake Petenwell that lies within the said forty.

This document affects Lots One (1) through Twelve (12) of Archer Forest, Town of Rome, Adams County, Wisconsin.

Lot 1,3,5,6:	John R. Beale, Member, Venture Rock Investments, LLC
Personally came before me 2005, the above-named John R. owner of Lot 35.6, to me kn instrument and acknowledge the second statement and acknowledge sta	e this day of August z. Perle Member Venture Rak Investments UC
	ry PublicCounty,
Signature of Authoricated Daviel Dima NAME DAVISE I	August 29 2005

TITLE: MEMBER STATE BAR OF WISCONSON

Lot <u>2</u> :	The le Jee
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	Male A Sheep
	Notary Public, McHenny County, Illinois My commission expires: 7-2-2006
	"OFFICIAL SEAL" CAROLE A. LOWERY Notary Public, State of Illinois My Commission Expires 07/02/06

Lot 4:

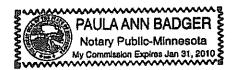
Eric Molne

Ann M. McCue

STATE OF Minnesota)
SSS

Olmsted COUNTY)

Personally came before me this 9th day of September, 2005, the above-named Eric T. McCue and Ann M. McCue owner of Lot 4, to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.



Notary Public, Faula Badger County Olmsted My commission expires: 21,2010

Lot 7: Joanne M. Harmon Kathleen A, Koepsel
STATE OF Wisconsin)ss Portage COUNTY) Personally came before me this Mt day of August
2005, the above-named hanne M. Hamon Kathleen A. Koepse owne of Lot T, to me known to be the person(s) who executed the foregoing instrument and acknowledge the same. Notary Public, Portage County, Wis. My commission expires: 2 24 208

Lot <u>8</u> :	Paul F. Nichols
STATE OF WISCONSIN)) jss JNTY)
2002, are apply - Hailled 1-2/1	ore me this 26 day of September owner owner oe the person(s) who executed the foregoing instrument and
OTARL OF WISCOM	Notary Public, Portage County, Wr. My commission expires: 2 24 2008

Lot <u>9</u> :	Imothy D'Keep
	Timothy K. O'Keefe
	Ann M. Whittaker
	Ann M. Whittaker

STATE OF <u>Lisconsin</u>)ss Dane <u>COUNTY</u>)

Notary Public, Blood County, County, My commission expires: Pay 14, 2006

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Lot <u>10</u> :	Jugere a. Bogle
	Eugene A. Boyle
	Mothrum & Boyle
	Kathryn R. Boyle

STATE OF_	IllINO	5
loe)ss COUNTY)

Personally came before me this Abth day of Aldrenber 2005, the above-named Fugene A. Boyle and Kathryn K. Boyle owner of Lot 10, to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Notary Public, County, My commission expires:

OFFICIAL SEAL ELENITA JONES NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4-22-2006

Lot 11:
Ryan D. Abrams
Barry Formatt
Darcy L. Knight
Tool Rese
Todd O. Abrams
STATE OF Wisconsin)ss Portage COUNTY)
Personally came before me this 15th day of Quaust 200%, the above-named Ryan D. Abrams, Darry L. Knight, Todd O. Abrams owner of Lot 11, to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.
Notary Public, Portage County, Wis. My commission expires: 2242508

Lot <u>12</u> :	Frank J. toal
STATE OF Wisconsin)ss	
Personally came before me the 2005, the above-named Frank.	Tool
acknowledge the same.	owner rison(s) who executed the foregoing instrument and
Notary My con	Public, Portage County, WIS. OF WISCOMMISSION expires: 2/24/2008

BY-LAWS

OF

ARCHER FOREST COMMUNITY ASSOCIATION, LTD.

ARTICLE I

NAME AND LOCATION

The name of the corporation is "Archer Forest Community Association, LTD.", hereinafter referred to as the "Association." The principal office of the Association shall be located at 2825 Post Road, Stevens Point, Wisconsin 54481, but meetings of Members and Directors may be held at such places within the State of Wisconsin as may be designated by the Board.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Archer Forest Community Association, LTD., its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association.

Section 3. "By-laws" shall mean the By-laws of the Association and any amendments thereto.

Section 4. "Common Facilities" shall mean and refer to any and all property or rights in property including, but not limited to, items of tangible personal property, fixtures, easements, permits, or rights-of-way, at any time owned by the Association and held for the common use and enjoyment of Owners and made subject to the Articles of Incorporation and Bylaws of the Association.

Section 5. "Declaration" shall mean and refer to the Archer Forest Declaration of Covenants, Conditions and Restrictions dated 2005 and recorded on July 29, 2005 at 2:05 p.m. as Document No. 445972 in the office of the Register of Deeds for Adams County.

Section 6. "Lot" shall mean and refer to a single residential building Lot, with

or without improvements, subject to the Declaration, Articles of Incorporation and By-laws of the Association.

Section 7. "Owner" or "Member" shall mean and refer to every person or entity who is the beneficial owner of an undivided interest in any "Lot", including contract buyers; but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association at a date and at a time determined by the initial Board, and subsequent annual meetings shall be held on the third Saturday in July of each year thereafter.

The agenda for each Annual Meeting shall include the election of Directors; the presentation of reports by the President and Treasurer of the Association and by each of the standing committees referred to in Article X hereof; and such other businesses as the Board shall determine.

Section 2. Special Meetings. Special Meetings of the Members may be called at any time by the President or by the Board.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least twenty-one (21) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association. The Association shall maintain a current roster of names and addresses of every Member. Each Member shall furnish the Association with his or her name and current mailing address. No Member may vote at meetings of the Association until this information is furnished. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast fifty percent (50%) of the entire number of votes entitled to be cast shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each vote may be cast in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot.

Section 6. Majority Votes. Except as may be otherwise required by the provisions of these By-laws or the Articles of Incorporation of the Association, all action required or permitted to be taken by or pursuant to a vote of the Members at any meeting at which quorum is present shall be taken in accordance with the majority vote of Members present in person or by proxy.

ARTICLE IV

VOTING RIGHTS OF MEMBERS

Section 1. Members. Members shall be all owners of a Lot. With respect to any and all Association matters to be conducted in accordance with the vote, consent or approval of Members, Members shall be entitled to cast one vote, or grant one consent or approval, for each Lot owned. With respect to any Lot owned by more than one Member, the vote or consent incident to such Lot shall be exercised as such Members may determine, but in no event shall more than one vote or consent be cast with respect to any Lot.

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 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 (2) years; a separate vote shall be taken to fill such vacancy. In electing on 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 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 or the Articles of Incorporation.
- (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 of Directors; 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.

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

(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 full provided in the Articles of Incorporation, to:
 - (1) fix the amount of the annual assessment against each Lot 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) file and 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;
- (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 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 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

<u>COMMITTEES</u>

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

Maintenance Committee Finance Committee

Unless otherwise provided herein, each committee shall consist of a Chairperson and two (2) 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 Articles of Incorporation of the Association.

Section 3. The Maintenance Committee shall advise the Board on all matters pertaining to the maintenance, repair and improvement of the 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 4. 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 5. 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 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 Articles of Incorporation, the Association may levy regular or special assessments, which shall, until paid, be (i) secured by a lien upon the Residential Lots in respect of which such assessments are levied, and (ii) the personal obligation of the Owners of such Residential Lots. Any assessment not paid within thirty (30) days after 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 U.S. 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 Facilities or abandonment of his or her Residential Lot.

ARTICLE XIII

CORPORATE SEAL

The Association shall have no corporate seal.

ARTICLE XIV

<u>AMENDMENTS</u>

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 (2/3) vote of all 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 Articles of Incorporation and these By-laws, the Articles of Incorporation 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 a 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 181.0871 through 181.0889 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 181.0871 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 Community Associated	WITNESS WHERE	EOF, we being all of the Directors of Archer Forest			
ay of	August	cunto set our hands this, 2005.			
	J				
		- Flust Johnson			
		11, 1			
		Muchael J. With			

This Instrument Drafted By:
Atty. Walter G. Wefel
Brazeau, Wefel, Kryshak & Nettesheim
262 West Grand Avenue, Floor 2
P.O. Box 639
Wisconsin Rapids, WI 54495
(715) 423-1400

ARTICLES OF INCORPORATION

These Articles of Incorporation are executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, WITHOUT STOCK AND NOT FOR PROFIT.

ARTICLE I

The name of the corporation is Archer Forest Community Association, Ltd., hereinafter called "Association."

ARTICLE II

The period of existence shall be perpetual.

ARTICLE III

The purpose and powers of the Association are as follows: This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes which it is formed are to provide for maintaining, improving, policing and preserving two common piers, two wooden stairways and a parking area hereinafter called "Common Facilities" which are adjacent to Petenwell Lake and the property owned by the members of this Association located in the Town of Rome, Adams County, Wisconsin, and such additions thereto as may hereafter be brought within the jurisdiction of this Association; and to promote the health, safety and welfare of the members entitled to use the above-described property, and in fulfillment of this purpose to do the following:

(a) fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Archer Forest Declaration of Covenants, Conditions and Restrictions, recorded on July 29, 2005, at 2:05 P.M.. in Volume 3986 of Records, pages 95-109, as Document No. 445972 in the office of the Register of Deeds for Adams County and all Amendments thereto and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

- (b) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (c) borrow money for the purpose of improving, repairing and maintaining the Common Facilities or any other property owned by the Association, and in aid thereof to mortgage any and all of its real or personal property as security for money borrowed or debts incurred;
- (d) grant easements and dedicate, sell or transfer all or any part of the Common Facilities to any such agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members;
- (e) participate in mergers, consolidations or contracts with other nonprofit corporations organized for the same purposes; and

(f) have and exercise any and all powers, rights and privileges which a corporation organized under the Nonstock Corporation Law of the State of Wisconsin by law may now or hereafter have or exercise.

ARTICLE IV

The principal office of the Association is located at 2825 Post Road, Stevens Point, Wisconsin 54481.

ARTICLE V

The initial registered agent of the Association is Scott R. Gruening.

ARTICLE VI

The address of the initial registered agent is 2825 Post Road, Stevens Point, Wisconsin 54481.

ARTICLE VII

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

ARTICLE VIII

The affairs of this Association shall be managed by the Board of Directors who need not be members of the Association; except that the initial number of Directors, who shall serve until their successors are elected as provided in the By-laws, shall be three (3). The names and address of the persons who are initially to act in the capacity as Directors are:

Scott Gruening

2825 Post Road
Stevens Point, WI 54481

Keith J. Rusch

4825 North 60th Avenue
Wausau, WI 54401

Michael Wittry

3133 Oak Avenue
Stevens Point, WI 54481

ARTICLE IX

Every person or entity who is a beneficial owner of a Lot in the Archer Forest subdivision, including contract buyers, shall be a member of the Association; provided, however, that persons or entities that hold an interest merely as security for the performance of an obligation shall not be deemed to be members by reason of such interest. Membership shall be appurtenant to and may not be separated from ownership of any such Lot which is subject to assessment by the Association. Membership in the Association is mandatory for all such persons and entities. Voting rights of members, including the designation of voting classes, shall be set forth in the By-laws of the Association.

ARTICLE X

The Corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the net earnings, assets or surplus of the Corporation shall inure to the benefit of or be distributed to its members, directors, officers or any other private individual other than by a rebate of excess membership dues, fees or assessments. The Corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes and to the extent not prohibited in its By-laws.

ARTICLE XI

The members of the Association shall not be liable for Association obligations except as provided for and authorized under the Archer Forest Declaration and the Articles of Incorporation and By-Laws of the Archer Forest Community Association, Ltd.

ARTICLE XII

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

Scott R. Gruening.

2825 Post Road

Stevens Point, Wisconsin 54481.

Executed this 23rd day of August, 2005.

Scott R. Gruening, Incorporator

STATE OF WISCONSIN

)ss)

PORTAGE COUNTY

Personally came before me this 23rd day of August, 2005, the above-named Scott R. Gruening, the Incorporator of Archer Forest Community Property Owners Association, Ltd., to me known to be the person who executed the foregoing instrument and acknowledge the same.

Jessica Barnes

Notary Public, Portage County, Wisconsin

My commission expires: May 24, 2009

This instrument was drafted by & after filing should be returned to:

Atty. Walter G. Wefel, Jr.
Brazeau, Wefel, Kryshak & Nettesheim
262 West Grand Avenue - Floor 2
P.O. Box 639
Wisconsin Rapids, WI 54495-0639
1 (715) 423-1400



Revised and Restated NONEXCLUSIVE LICENSE **AGREEMENT**

Document Number

THIS LICENSE AGREEMENT dated this 31 day of August, 2005 (this "License Agreement") granted by WISCONSIN RIVER POWER COMPANY (hereinafter referred to as the "Licensor") to NATERRA LAND, INC., a Minnesota corporation (hereinafter referred to as the "Licensee").

RECITALS

A. Licensor is the owner of a certain common area of real property located along the shoreline of Petenwell Flowage, and more particularly described on Exhibit A attached hereto (the "Shoreline Commons Area"). The Shoreline Commons Area lies within the boundary of a hydroelectric project known as Federal Energy Regulatory Commission ("FERC") Project 1984 (the "Project") and is subject to the terms and conditions of the FERC license held by Licensor for the Project.

VOI 4036 PAGE 33

Recorded-Adama County WI Register of Deeds Office-Jodi M. Helgeson-Register

SEP 0 9 2005

Time: 2:25Pm Volume: 4036 Pege: 33-43 Fea: 3/0//

Name and Address Return

Atty. Nicholas J. Brazeau PO Box 639 Wisconsin Rapids, WI 54495-0639

- B. Licensee is the developer of "Archer Forest", a residential development, consisting of 12 Lots located in the Town of Rome, Adams County, Wisconsin.
- C. It is the desire of Licensor to grant a License on, over and across the Shoreline Commons Area to the Licensee, and it is the desire of the Licensee to accept such grant of License, in accordance with the terms and conditions herein contained.
- D. It is understood by the parties hereto that Licensee intends to assign this Agreement to Archer Forest Community Association, Ltd., ("Association") which is composed of owners of residential properties that are located contiguous or near to the Shoreline Commons Area.

NOW THEREFORE, for the license fee described in paragraph two (2) below, and for other good and valuable consideration it is agreed as follows:

- 1. Licensor hereby grants to the Licensee a License for pedestrian and Permitted Recreational Uses (as hereinafter defined) on, over and across the entire Shoreline Commons Area; provided, however, that the license shall be solely for pedestrian and Permitted Recreational Uses and the Licensee shall have no rights to construct or place any improvements on the Shoreline Commons Area, whatsoever, except in accordance with the terms and conditions of this License.
- A license fee of \$500 shall be paid on an annual basis with the initial payment to be paid without demand, notice or setoff on April 1, 2006 and on January 1 of each year thereafter so long as this agreement is in effect. In addition, the license fee shall include a charge of \$100 per boat slip when occupied by a boat or shore station. The occupied slip fee shall be payable regardless of when, during the season, the equipment is placed in

service. Licensor shall provide Licensee a statement prior to November 1 of each year stating the number of occupied slips for the then current year and the applicable fee. Licensee shall remit payment for the occupied slip fee on or before the next January 1. Licensor has the right to increase the \$500 per year portion of the annual fee from year to year, but not more than 6% above any previous calendar year. For years after 2006, the Licensor has the right to set the per occupied slip fee at the same amount as the standard Boat Dock Permit fee charged all other permittees by Licensor.

The initial term of this License shall be for the period commencing upon the execution hereof and terminating upon December 31, 2011. Providing that Licensee is not in default or breach of any term or condition contained herein this License shall be automatically renewed for additional five-year periods after December 31, 2011, upon the same terms and conditions, excepting the license fee charged pursuant to Paragraph 2 and insurance coverage contained in Paragraph 14 herein, unless terminated by either Licensor or Licensee. Licensor agrees, however, that it will terminate said agreement only if Licensor loses its right to grant such a license or if Licensee does not comply with the specific terms of this License. To exercise its right to terminate in the event of Licensee's default or breach herein, except for payment of any sum of money due hereunder or for failure to provide insurance certificates required herein, Licensor shall give Licensee ninety (90) days written notice specifying with particularity the respects in which Licensec is in default or breach. If Licensee's breach or default is caused by failure to pay any sum due hereunder or to provide insurance certificates required herein, Licensor may terminate this Agreement by giving Licensee forty-five (45) days written notice of the default or breach. If Licensee cures its default or breach within the applicable time period, this License Agreement shall remain in full force and effect, otherwise, it shall terminate in accordance with the notice. However, if Licensor has given Licensee three (3) notices of the same or similar default or breach within any five (5) year period, Licensor shall have no duty to allow Licensee the opportunity to cure any subsequent default or breach.

Upon termination by Licensor, Licensee shall have the right to remove all improvements or fixtures which Licensee may have constructed or installed upon the licensed premises; provided, that all improvements or fixtures which shall remain upon the licensed premises ninety (90) days after the effective date of the termination hereof shall be deemed to have been abandoned by Licensee, and Licensor may, at its sole option, retain the property as its sole and exclusive property or remove and dispose of the property at Licensee's sole cost and expense.

- 4. Subject to the rights described in paragraph 5 below, the Licensee is granted the right to use the Shoreline Commons Area for recreational and pedestrian purposes. Recreational use of the Shoreline Commons Area is hereby restricted to the activities described in Exhibit B attached hereto (the "Permitted Recreational Uses"). The Shoreline Commons Area may not be used for any other purpose without the consent of the Licensor, which consent may be withheld for any reason whatsoever.
- 5. The general public shall have the right to use the Shoreline Commons Area for pedestrian and related uses, to the extent described in <u>Exhibit C</u> attached hereto, and to that extent this license shall be a non-exclusive license.

The Licensor may in its sole discretion establish specific walking paths to direct members of the general public around stairways, docks or other improvements constructed by the Licensee, if it is determined by Licensor that such action is necessary to assure safe, non-conflicting use of the Shoreline Commons Area.

6. It is further understood and agreed by the parties hereto that Licensor or its successor, shall have the right to take all action as Licensor may, in its reasonable discretion, deem necessary with respect to the Shoreline Commons Area in order to conduct the operations of Project 1984 or comply with license conditions or otherwise

FERC has reserved the authority to require changes in the use of the Shoreline Commons Area in order to preserve life, health and property and to ensure that the operation of the Shoreline Commons Area is consistent with the recreational uses of the Project. In the event such changes are ordered by the FERC, Licensor shall have the right to modify this License by recording an Affidavit and Declaration of Amendment signed by two officers of Licensor and setting forth the changes ordered by the FERC in this License (including any Exhibit hereto). Any such changes shall become effective and binding on the Licensee on the later of (i) the date such Affidavit and Declaration of Amendment is recorded or (ii) the date notice of the contents of such Affidavit and Declaration of Amendment is provided to the Licensee in accordance with Paragraph 21 below.

- 7. The Licensee, its members, employees, agents, licensees and invitees shall not construct or place any improvements of any type, whatsoever, on the Shoreline Commons Area without the prior written consent of Licensor, which consent may be withheld for any reason, whatsoever, provided, however, that the Licensee may construct or place or arrange for the construction or placement on the Shoreline of those improvements set forth in Exhibit D hereto, such improvements to be as described in Exhibit D, including, but not limited to, type, size, construction, materials and location; and provided further that the construction, operation, use, and maintenance of any permitted improvements shall not, in Licensor's sole discretion, materially detract from the scenic, recreational and environmental resources of the remaining Project lands and waters. Any modifications of improvements must be consented to in writing by Licensor and Licensor may withhold its consent for any reason, whatsoever.
- 8. It is understood and agreed that any permitted improvements installed on the Shoreline Commons Area shall be for the exclusive use of the Licensee, its members, employees, agents, licensees, and invitees. The Licensee may assess its members collectively or individually for the cost of constructing or maintaining such improvements, but shall not engage in any business or commercial activity with respect thereto (such as renting boat slips to persons other than the Licensee) whether or not for profit. The Licensee hereby agrees to pay or reimburse Licensor for any real estate or personal property taxes attributable to such improvements.
- 9. It is further understood and agreed by the parties hereto that the Licensee, its members, employees, agents, licensees and invitees shall not use the Shoreline Commons Area for any form or type of camping. Motorized vehicular traffic on, over or across the Shoreline Commons Area is absolutely prohibited hereunder, except to facilitate maintenance or construction work by or with the consent of Licensor.
- 10. It is further understood and agreed by the parties hereto that the Licensee, its members, employees, agents, licensees and invitees shall not have the right to alter the physical characteristics of the Shoreline Commons Area, in any manner, whatsoever, including, but not limited to, the cutting down or planting of trees other vegetation, or the modification of land elevations, without the prior written consent of Licensor, which consent may be withheld for any reason whatsoever.
- 11. The Licensee, its members, employees, agents, licensees and invitees shall not use the Shoreline Commons Area in any manner which could endanger health, create a nuisance or be otherwise incompatible with recreational use of the lands and waters within Project 1984.
- 12. Any and all governmental permits, licenses or approvals which may be required for the construction or installation by Licensee of any improvements or fixtures within the licensed premises shall be obtained by Licensee at Licensee's sole cost and expense.

- 13. Licensee shall indemnify and save Licensor harmless from and against any and all claims, demands, actions, causes of action, damages, losses, expenses (including reasonable attorneys fees) or liabilities, civil or criminal, arising out of or in any way relating to Licensee's (or Licensee's member owners) possession or use of the licensed premises or any improvements or fixtures constructed or installed thereon by Licensee.
- 14. Licensee agrees that, while this License Agreement remains in full force and effect, it shall procure and shall maintain per occurrence general liability insurance naming Licensor as an additional insured in the amount of One Million and no/100 Dollars (\$1,000,000) per occurrence for death or injury to one person in one accident, Two Million and no/100 Dollars (\$2,000,000) for death or injury to more than one person in one accident and One Hundred Thousand and no/100 Dollars (\$100,000) for property damage regarding Licensee's use of said property. Licensee shall deliver a certificate evidencing the existence of such insurance to Licensor. Licensor reserves the right to increase the limits set forth herein, from time to time, but in no event shall such increase be more than ten percent (10%) above the previous calendar year.
- 15. Licensor shall not be liable to Licensee for any damage occasioned by water from the Wisconsin River or its tributaries due to any cause whatsoever. It is specifically understood and agreed that Licensor shall not be liable to Licensee by reason of the operation of the Petenwell and Castle Rock hydroelectric projects.
- 16. Upon the occurrence of a default under this License or in the event of the loss of the FERC license by Licensor, the Licensor shall have the right to terminate this License by the recording of an Affidavit and Declaration of Termination executed by two officers of Licensor stating that the Licensee (or Owners, as the case may be) failed to perform its duties and obligations hereunder, that the Licensor sent the written notice of such failure required hereunder, and that such failure was not cured in accordance with the terms and conditions set forth herein and, as a result of such default, the Licensor has thereby terminated the License Agreement in accordance with its terms. Upon the recording of the Affidavit and Declaration of Termination, the Licensee, its members, employees, agents, licensees and invitees shall have no further rights or interest hereunder.

- 17. Licensor may, but shall not, in any event, be obligated to, make any payment or perform any act hereunder to be made or performed by the Licensee; provided, however, that no entry by Licensor upon the Shoreline Commons Area for such purposes shall constitute or be deemed to be an interference with this License; and provided, further, that no such payment or performance by Licensor shall constitute or be deemed to be a waiver or consent to a default by the Licensee hereunder, or shall prevent Licensor from pursuing any other right or remedy available hereunder, at law or in equity. All sums paid by Licensor and all costs and expenses (including, but not limited to, attorney's fees) incurred by Licensor in connection with any such payment or performance, together with interest thereon at the lesser of (a) the rate per annum equal to two percent (2%) in excess of the Prime Rate, as such rate is announced from time to time by US Bank or successor thereto at its principal place of business, or (b) the highest rate permitted by applicable law, shall be due and payable by the Licensee within twenty one (21) days after the receipt of notice from Licensor setting forth the amounts due and owing pursuant to this Paragraph 17.
- 18. Licensee agrees to assure that any assignee agrees to become obligated under the terms of this Agreement. Licensee agrees to promptly notify Licensor of any such assignment. In the event of an assignment to the Association, or any similar legal entity, the terms of this Agreement shall be applicable to the Association as a legal entity and to its' members (owners of residential property included in Association) individually. Accordingly, this Agreement, at Licensor's sole option, may be enforced, including being terminated as to the Association itself or any of its individual members.

- 19. The rights, obligations, and privileges hereunder shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 20. Licensor may enforce this instrument by appropriate action and shall it prevail in such litigation, Licensor shall be entitled to recover all of its cost and expenses, including, but not limited to, reasonable attorney's fees.
- 21. The Licensee's address for notices is Naterra Land, Inc., 2825 Post Road, Stevens Point, WI 54481, and Licensor's address for notices is Wisconsin River Power Company, Attn: Real Estate Department, 700 North Adams Street, PO Box 19001, Green Bay, Wisconsin 54307-9001. Licensee is responsible for notifying Licensor of Licensee's assignment this agreement and the name and address to be used for the new Assignee Association.

Either Party may give written notice of change of address to the other party. All notices shall be sent by registered or certified U.S. mail to the address provided above and shall be deemed given on the date set forth on the return receipt.

IN WITNESS WHEREOF, the Parties have executed this instrument in duplicate as of the day and year first set forth above.

WISCONSIN RIVER POWER COMPANY

Barth J. Wolf, Secretary Treasurer

NATERRA LAND, INC.

Scott R. Gruening, Assistant Vice President

STATE OF WISCONSIN)
)ss
BROWN COUNTY	À

VOL 4036 PAGE 38

Personally came before me this 3/5t day of August, 2005, the above-named, Barth J. Wolf, the Secretary-Treasurer of Wisconsin River Power Company, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Kim M. Michiels

Notary Public, Brown County, WI My commission expires May 11, 2008

STATE OF WISCONSIN)

SS

PORTAGE COUNTY)

Personally came before me this 315th day of August, 2005, the above-named Scott R. Gruening, Assistant Vice President of Naterra Land, Inc., to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, Portage County, WI My commission expires Feb. 24 2008

This instrument drafted by: Atty. Nicholas J. Brazeau 262 West Grand Avenue PO Box 639 Wisconsin Rapids, WI 54495-0639 1 (715) 423-1400 NJB:tv/tv/WRPCO/NaterraArcherForestLicAg

EXHIBIT A TO NONEXCLUSIVE LICENSE AGREEMENT

All that part of the NE ¼ of the SW ¼ of Section 22, Township 20 North, Range 5 East, Town of Rome, Adams County, Wisconsin (hereinafter called "said forty") located between the West right of way line of County Trunk Z and the ordinary high water mark of Lake Petenwell that lies within the said forty.

EXHIBIT B TO NONEXCLUSIVE LICENSE AGREEMENT

Permitted Recreational Uses

The following uses and activities are permitted on the Shoreline Commons Area:

swimming, boat launching (but only if a boat launch is a permitted improvement), boat storage (but only in slips, or in designated areas at docks or piers, hiking, picnicking, and fishing.

Prohibited Activities

Notwithstanding anything to the contrary contained herein and in addition to the regulations and restrictions contained in this License Agreement, a number of general rules are applicable to all Licensor-owned shoreline areas within Project Land, including the Shoreline Commons Area. In order to protect and preserve the shoreline environment, a number of activities are strictly prohibited. The following prohibitions apply to everyone, including the Licensee (and its members) who have been granted licenses for recreational uses:

- 1. No form of overnight camping is permitted, except at designated campsites. (The Licensor does not permit camping at any similar shoreline areas).
- 2. Vehicular traffic along the shorelines is prohibited, except as required for maintenance or construction activities conducted or approved by Licensor.
- 3. Open fires are not allowed.
- 4. Except as authorized by Licensor, no physical alteration of Project land (including the planting or removal of any vegetation) is permitted.
- 5. Chairs, tables, wagons, barbecue grills, carts, bicycles or similar items are not permitted (except in certain parks and designated day-use areas located within Project land).

FERC has reserved the right to revise these regulations governing the public's use of the shoreline areas, including, without limitation, the Shoreline Commons Area, as necessary to preserve life, health, and property and ensure that the operation of the shoreline areas is consistent with the recreational use of the Project.

EXHIBIT C TO NONEXCLUSIVE LICENSE AGREEMENT

Permitted Public Uses

Any person may engage in the following pedestrian activities along the Shoreline Commons Area, except in or on designated privately maintained swimming beaches, fishing piers, convenience piers, dock clusters, boat ramps and/or boat launches:

- 1. Hiking, jogging or walking;
- 2. Beach-combing with metal detectors and small tools; shallow (less than one foot deep) holes may be dug in sand provided said holes are promptly refilled (no digging is permitted in vegetated areas);
- 3. Bird watching, nature photography or similar nature observation conducted on foot;
- 4. Bank fishing, except within one hundred feet of any dock, pier, or area identified (by signage or buoys) as a swimming beach.

No other activities may be conducted on the Shoreline Commons Area by the general public.

Prohibited Activities

Notwithstanding anything to the contrary contained herein and in addition to the regulations and restrictions contained in this License Agreement, a number of general rules are applicable to all Licensor-owned shoreline areas within Project Land, including the Shoreline Commons Area. In order to protect and preserve the shoreline environment, a number of activities are strictly prohibited. The following prohibitions apply to everyone, including the Licensee (and its members) who have been granted licenses for recreational uses:

- 1. No form of overnight camping is permitted, except at designated campsites. (The Licensor does not permit camping at any similar shoreline areas).
- 2. Vehicular traffic along the shorelines is prohibited, except as required for maintenance or construction activities conducted or approved by Licensor.
- 3. Open fires are not allowed.
- 4. Except as authorized by Licensor, no physical alteration of Project land (including the planting or removal of any vegetation) is permitted.

5. Chairs, tables, wagons, barbecue grills, carts, bicycles or similar items are not permitted (except in certain parks and designated day-use areas located within Project land).

FERC has reserved the right to revise these regulations governing the public's use of the shoreline areas, including, without limitation, the Shoreline Commons Area, as necessary to preserve life, health, and property and ensure that the operation of the shoreline areas is consistent with the recreational use of the Project.

EXHIBIT D TO NONEXCLUSIVE LICENSE AGREEMENT

Permitted Improvements on the Shoreline Commons Area

The following improvements may be installed and maintained on the Shoreline Commons Area, upon approval by Licensor (which approval shall not be unreasonably withheld) of detailed plans and specifications for said improvements:

1. <u>DOCK CLUSTERS</u>

a. Location and Number

Licensee may use the licensed premises, for obtaining access to water, the construction of hiking trails and to install, maintain, keep in good repair and use certain shoreline improvements limited to not more than two piers to each accommodate six boat slips and two wood stairways necessary to access the two piers.

b. Type and Size

The size of dock cluster shall be such as to accommodate the reasonable needs of Licensee members and temporary guests for boat docking and shall in no event extend beyond the limits of the Shoreline Commons Area.

2. <u>LIGHTING FIXTURES</u>

a. Location and Number

No more than three dusk-to-dawn light fixtures may be installed at or near each dock cluster.

b. Type and Size

Dusk-to-dawn fixtures shall be standard dusk-to-dawn outdoor lights, mounted on wooden poles with natural finishes, and extending not more than fifteen (15) feet above ground level. All wiring leading to permitted light fixtures shall be buried, as applicable, in accordance with applicable electrical codes and regulations.

3. PARKING AREA

A parking area to accommodate three vehicles.

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EASEMENT ASSIGNMENT

Document Title

Recorded-Adams County Wi Register of Deeds Office-Jodl M. Helgeson-Register

APR 0 6 2005

Time: 10:05 Am Volume: 3872 Page: 85-90

Fee: \$ 21 pd

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This Easement Assignment ("Assignment") is made by and between Consolidated Water Power Company, a Wisconsin corporation, ("Assignor"), and American Transmission Company LLC, a Wisconsin limited liability company ("Assignee").

Document Number

Recording Area
Name and Return Address:
American Transmission Company
Attn: Real Estate
N19 W23993 Ridgeview Pkwy W
PO Box 47

PIN:

Waukesha WI

Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to various easements identified on the attached and incorporated Exhibit A ("Easements"). Also included are Assignor's appurtenant rights, privileges and easements thereunto belonging, if any, in and to streets, roads, avenues, highways and lake and river bottoms adjoining the real property described in such Easements to the extent that any of the foregoing constitute real property of Assignor under applicable federal, state or local law, rule, regulation or governmental requirement of any kind to the extent appurtenant to such Easements.

This Assignment, and the rights, obligations and interests assigned hereby shall be perpetual and shall run with the lands described within the Easements identified on Exhibit A, and shall be binding upon and inure to the benefit of Assignor and Assignee and each and all of their respective successors and assigns. This Assignment shall be construed in accordance with the laws of the State of Wisconsin.

This Assignment may be executed in one or more counterparts, all of which when taken together, shall constitute one and the same instrument.

This Assignment is made as of the 23rd day of March, 2005.

[SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES]

ASSIGNOR:
CONSOLIDATED WATER POWER COMPANY
a Wisconsin corporation,

Thomas G. Scharff

President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.

COUNTY OF WOOD)

Personally came before me this 23rd day of March, 2005, the above-named Thomas G. Scharff, as President of Consolidated Water Power Company, a Wisconsin corporation, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Mark E. Anderson

Notary Public, Wisconsin

My Commission Expires August 12, 200

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ASSIGNEE:

AMERICAN TRANSMISSION COMPANY LLC,

a Wisconsin limited liability company By: ATC Management Inc., its Manager

By:___//

Thomas M. Finco

Director Real Estate, Facilities Management

and Security

ATC Management Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) SS.

COUNTY OF WAUKESHA)

Personally came before me this \(\frac{1}{2} \) hday of \(\frac{1}{2} \), 2005, the above-named Thomas M. Finco, Director Real Estate, Facilities Management and Security of ATC Management Inc., Manager of American Transmission Company LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Russell F. Wiegan

Notary Public, Wisconsin

My Commission expires December 30, 2007

This instrument was drafted by Russell F. Wiegan on behalf of American Transmission Company LLC, N19 W23993 Ridgeview Parkway West, Waukesha, WI 53187-0047.

EXHIBIT A

Easements to be Assigned

The easements listed below are located in part of the (1) Southeast Quarter (SE 1/4) of Section 4; Southwest Quarter (SW 1/4) and Southeast Quarter (SE 1/4) of Section 3; Southwest Quarter (SW 1/4), Northwest Quarter (NW 1/4) and Northeast Quarter (NE 1/4) of Section 2; Northwest Quarter (NW 1/4) and Northeast Quarter (NE 1/4) of Section 1, in Town 18 North, Range 4 East; and the Northwest Quarter (NW 1/4) of Section 6, Town 18 North, Range 5 East, all in the Town of Strongs Prairie; and (2) in the Southwest Quarter (SW 1/4), Southeast Quarter (SE 1/4) and Northeast Quarter (NE 1/4) of Section 31; the Southeast Quarter (SE 1/4) and Northeast Quarter (NE 1/4) of Section 30; the Northwest Quarter (NW 1/4) of Section 29; the Southwest Quarter (SW 1/4) and Northwest Quarter (NW 1/4) of Section 20; the Southeast Quarter (SE 1/4), Southwest Quarter (SW 1/4) and Northeast Quarter (NE 1/4) of Section 17; the Southeast Quarter (SE 1/4) of Section 8; the Southwest Quarter (SW 1/4) and Northwest Quarter (NW 1/4) of Section 9; the Southwest Quarter (SW 1/4), Northwest Quarter (NW 1/4) and Northeast Quarter (NE 1/4) of Section 4, in Town 19 North, Range 5 East, Town of Monroe; and (3) the Southeast Quarter (SE 1/4) and Northeast Quarter (NE 1/4) of Section 33; the Southeast Quarter (SE 1/4) of Section 28; the Southwest Quarter (SW 1/4) and Northwest Quarter (NW 1/4) of Section 27; the Southwest Quarter (SW 1/4), Southeast Quarter (SE 1/4) and Northeast Quarter (NE 1/4) of Section 22; the Southeast Quarter (SE 1/4) and Northeast (NE 1/4) of Section 15; the Northwest Quarter (NW 1/4) of Section 14; the Northwest Quarter (NW 1/4) and Southwest Quarter (SW 1/4) of Section 11; the Southwest Quarter (SW 1/4) and Southeast Quarter (SE 1/4) of Section 2; the Southeast Quarter (SE 1/4) of Section 10; the Southwest Quarter (SW 1/4) of Section 11; Government Lots 1, 7, 8, 9, 10, and 15 in Section 2; and Government Lot 4 in Section 1, in Town 20 North, Range 5 East, Town of Rome, all of the foregoing in Adams County, Wisconsin,

Easement recorded in Volume 122 of Deeds on Pages 19 and 20, as Document No. 150868 (Except Partial Release of Easement dated September 8, 2004 and recorded in Volume 3760 of Deeds on Page 28 as Document No. 438713).

Easement recorded in Volume 3760 of Deeds on Pages 29 through 35 as Document No. 438714.

Easement recorded in Volume 122 of Deeds on Page 18, as Document No. 150867.

Easement recorded in Volume 117 of Deeds on Page 47, as Document No. 138226.

Easement recorded in Volume 111 of Deeds on Page 483, as Document No. 138235.

Easement recorded in Volume 111 of Deeds on Page 482, as Document No. 138234.

Easement recorded in Volume 111 of Deeds on Page 490, as Document No. 138243.

Easement recorded in Volume 111 of Deeds on Page 475, as Document No. 138227.

Easement recorded in Volume 111 of Deeds on Page 481, as Document No. 138233.

Easement recorded in Volume 111 of Deeds on Page 492, as Document No. 138245.

Easement recorded in Volume 111 of Deeds on Page 480, as Document No. 138232.

Easement recorded in Volume 111 of Deeds on Page 493, as Document No. 138246.

Easement recorded in Volume 111 of Daeds on Page 494, as Document No. 138247.

Easement recorded in Volume 111 of Deeds on Page 478, as Document No. 138230.

Easement recorded in Volume 111 of Deeds on Page 491, as Document No. 138244.

Easement recorded in Volume 111 of Deeds on Page 476, as Document No. 138228.

Easement recorded in Volume 111 of Deeds on Page 479, as Document No. 138231.

Easement recorded in Volume 111 of Deeds on Page 485, as Document No. 138238.

Easement recorded in Volume 120 of Deeds on Page 247, as Document No. 150672.

Easement recorded in Volume 120 of Deeds on Page 248, as Document No. 150673.

Easement recorded in Volume 111 of Deeds on Page 488, as Document No. 138241.

Easement recorded in Volume 111 of Deeds on Page 489, as Document No. 138242.

Easement recorded in Volume 111 of Deeds on Page 495, as Document No. 138248.

Easement recorded in Volume 111 of Deeds on Page 477, as Document No. 138229.

Easement recorded in Volume 111 of Deeds on Page 486, as Document No. 138239.

Easement recorded in Volume 3756 of Deeds on Pages 70 through 75, as Document No. 438618,

Easement recorded in Volume 117 of Deeds on Pages 215 and 216, as Document No. 140725.

Easement recorded in Volume 111 of Deeds on Page 487, as Document No. 138240.

Easement recorded in Volume 114 of Deeds on Page 500, as Document No. 140849.

Easement recorded in Volume 111 of Deeds on Page 484, as Document No. 138237.

Easement recorded in Volume 117 of Deeds on Pages 53 and 54, as Document No. 138288.

Easements listed below are located in part of (1) the Southwest Quarter (SW 1/4), Southeast Quarter (SE 1/4) and Northeast Quarter (NE 1/4) of Section 36; and the Southeast Quarter (SE 1/4) of Section 25, in Town 21 North, Range 5 East, Town of Saratoga; and (2) the Southwest Quarter (SW 1/4), Northwest Quarter (NW 1/4) and the Northeast Quarter (NE 1/4) of Section 30; the Southeast Quarter (SE 1/4) and the Northeast Quarter (NE 1/4) of Section 19; the Northwest Quarter (NW 1/4) of Section 20; the Southwest Quarter (SW 1/4), Southeast Quarter (SE 1/4) and Northeast Quarter (NE 1/4) of Section 17, in Town 21 North, Range 6 East, Town of Saratoga, all of the foregoing in Wood County, Wisconsin.

The following easements were recorded in the Office of the Register of Deeds for Wood County, Wisconsin:

Easement recorded in Volume 231 of Miscellaneous on Page 513 and 514, as Document No. 260518.

Easement recorded in Volume 234 of Miscellaneous on Page 368, as Document No. 261959.

Easement recorded in Volume 234 of Miscellaneous on Page 366, as Document No. 261958.

Easement recorded in Volume 226 of Miscellaneous on Page 275, as Document No. 260296.

Easement recorded in Volume 234 of Miscellaneous on Page 370, as Document No. 261960.

Easement recorded in Volume 234 of Miscellaneous on Page 372, as Document No. 261961.

Easement recorded in Volume 226 of Miscellaneous on Page 383, as Document No. 260518.

Archer Forest LOT INFORMATION STATEMENT

LOT LOCATION:

Town of Rome, Adams County, Wisconsin.

LAND:

This property is made up of generally level terrain and is nicely wooded.

TREES:

Pine, Oak, Aspen and Spruce

WILDLIFE:

Whitetail Deer, Ruffed Grouse, Rabbits, Fox, Squirrels, Bald Eagle, Osprey,

Wild Turkey and Raccoon.

SOILS:

Soils in this area are classified as sandy.

ZONING & LAND

USE:

This property falls within the Adams County zoning ordinance and the Town of Rome's zoning ordinance. The property is currently zoned R-1.

Adams County Zoning Office, Adams County Courthouse.

Phone: (608) 339-4222.

SUPPLIERS OF

UTILITIES:

Electricity is provided either by Adams Columbia Electrical Coop. or Alliant Energy. Property is located in a shared service area. Contact both Adams Columbia Electric Coop at (800) 831-8629 and Alliant Energy at (800) 862-6222 to determine service provider. Cost for power to the

building site will be determined by the location of each site.

BUILDING/

SANITARY

PERMITS:

Adams County requires a sanitary permit be obtained before issuing a building permit. Contact the Zoning Administration for obtaining permits; Adams County Courthouse. Phone: (608) 339-4222. For driveway and fire number permits contact the Adams County Land Information Office: (608)

339-4205.

WATER WELLS:

The average well depth in the area of the property ranges from 40' to 75' depending on land contours. Exact well depths cannot be determined prior to drilling a well. This information is provided by Haupt Well and Pump Co., Auburndale, WI 54412. (715) 652-2711. Wells must be 25 feet from a septic tank or holding tank, 50 feet from a privy, drain field, lake or stream.

SANITARY DISPOSAL

SYSTEM:

Each lot is suitable for a sanitary system. Soil tests can be done by D.B. Rusin, Inc., 819 Evergreen Drive, Stevens Point, WI 54481. (715) 344-

4794.

-3-

RECREATION:

- Petenwell Lake
- Wisconsin Dells
- * State Snowmobile Trail
- Castle Rock Lake
- * State Department of Natural Resources Land
- Necedah National Wildlife Refuge

SURVEY:

Property has been surveyed and all corners have been marked by MSA Professional Services, P.O. Box 349, 307 Main Street, Friendship, WI 53934-0349. Phone: (608) 339-3808.

PIER

ASSIGNMENTS

Lots 1,2,3,7,8,and 9 are assigned to pier one (southern pier) Lots 4,5,6,10,11 and 12 are assigned to pier two (northern pier)

LAKE INFO:

Petenwell Lake: 23,040 acres.

Fish include: Musky, Northern Pike, Walleye, Large Mouth Bass, Small

Mouth Bass and Panfish.

Castle Rock Lake: 13,955 acres.

Fish include: Musky, Northern Pike, Walleye, Small Mouth Bass, Large

Mouth Bass, Rock Bass, Crappie and Perch.

Arrowhead Lake: 350 acres.

Fish include: Northern Pike, Walleye, Large Mouth Bass and Panfish.

Sherwood Lake: 246 acres

Fish include: Northern Pike, Walleye, Small Mouth Bass and Trout.

HUNTING:

State laws prohibit the use of firearms in the vicinity of highways or

buildings.

PUBLIC SERVICES:

FIRE PROTECTION & RESCUE/AMBULANCE SERVICE:

Rome Fire Department, 1156 Alpine Dr., Nekoosa, WI 54457. Emergency Phone: 911. Non-Emergency Phone: (608) 325-8015.

POLICE PROTECTION:

Town of Rome Police Department, 1156 Alpine Ave, Nekoosa, WI

54457.

Emergency Phone: 911. Non-Emergency Phone: (608) 325-8020.

SCHOOL DISTRICT:

Nekoosa School District, 600 South Section, Nekoosa, WI 54457.

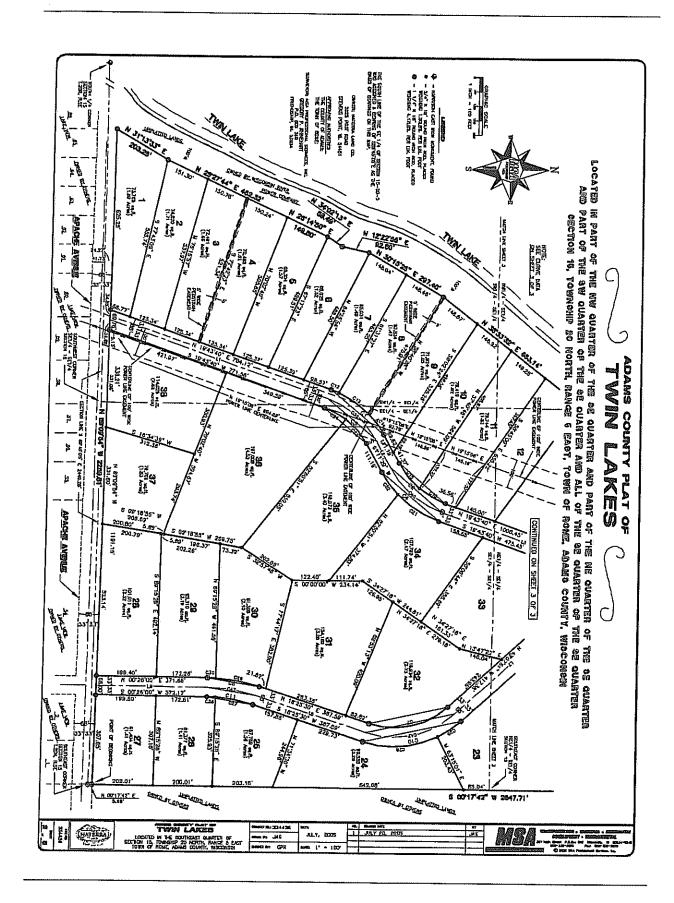
Phone: (715) 886-8000.

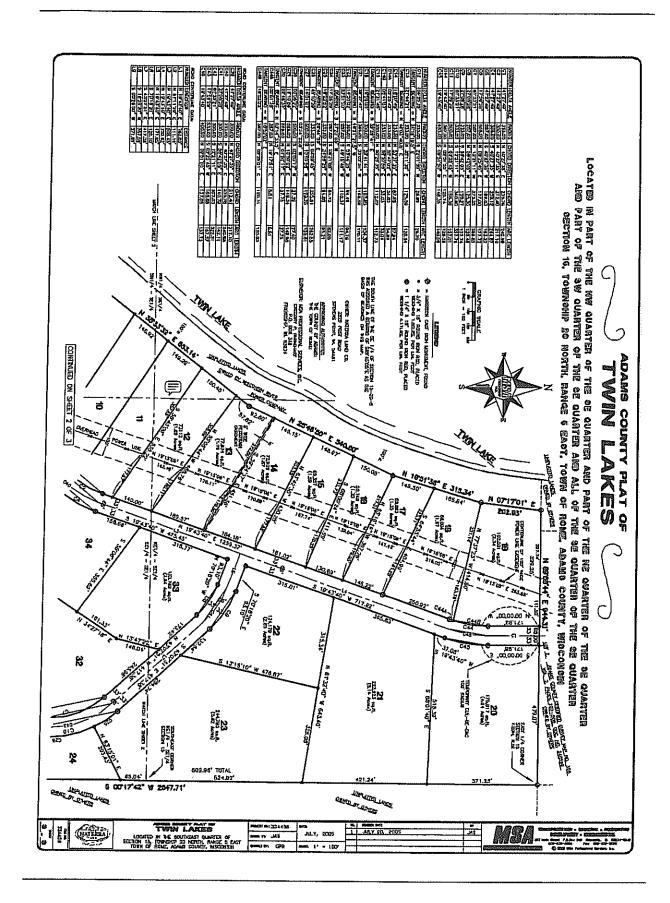
POST OFFICE:

Nekoosa Post Office, 1001 Market, Nekoosa, WI 54457. Phone: (715) 886-3743.

HOSPITAL:

Riverview Hospital, 410 Dewey Street, Wisconsin Rapids, WI 54495. Phone: (715) 423-6060.





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