

48
EIGHTH AMENDMENT TO WATERSTONE AND
NINTH AMENDMENT TO STONE GATE LAKE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

DOCUMENT # 709424

RECORDED
June 11, 2015 2:10 PM
CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI
FEE AMOUNT: \$30.00

TOTAL PAGES: 19

Document Number

Title of Document

Record this document with the Register of Deeds

Name and Return Address:

Pavloski Development, LLC
N9246 Highway 80 South
Suite #4
Necedah, WI. 54646

(Parcel Identification Number)

**AMENDMENT TO WATERSTONE AND STONE GATE LAKE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Waterstone and Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 4th day of June, 2015.

RECITALS

WHEREAS, the Waterstone Declaration of Covenants, Conditions and Restrictions, as amended (the "Waterstone Restrictions") dated the 12th day of June, 2006, was recorded on the 21st day of June, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 650516; and an Amendment dated the 31st day of October, 2006, was recorded on the 2nd day of November, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 653781; and an Amendment dated the 29th day of April, 2008, was recorded on the 29th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665919; and the Third Amendment dated the 1st day of September, 2009, was recorded on the 1st day of September, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675324; and the Fourth Amendment dated the 1st day of October, 2009, was recorded on the 16th day of November, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676691; and the Fifth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Sixth Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Seventh Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, as amended (the "Stone Gate Lake Restrictions") dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and the First Amendment dated the 8th day of October, 2008, was recorded on the 15th day of October, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669076; and the Second Amendment dated the 12th day of August, 2009, was recorded on the 12th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675009; and the Third Amendment dated the 9th day of November, 2009, was recorded on the 2nd day of December, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676981; and the Fourth Amendment dated the 8th day of January, 2010, was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679245; and the Fifth Amendment dated the 26th day of April, 2010, was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679267; and the Sixth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Seventh Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Eighth Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and

WHEREAS, the Waterstone Restrictions and the Stone Gate Lake Restrictions cover all Lots and select Outlots within the Waterstone Subdivision, the Stone Gate Lake Subdivision, the

First Addition, Second Addition, Third Addition and Fourth Addition to Stone Gate Lake Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A attached hereto and incorporated herein by reference (Subject Property); and

WHEREAS, the Waterstone Restrictions and the Stone Gate Lake Restrictions cover additional lands in the vicinity of Waterstone Subdivision (the "Expansion Property") described on Exhibit B attached hereto; and

WHEREAS, the first page and Article XXIII of the Waterstone Restrictions provides that the Declarant or its Affiliates have the sole right to subject to the Declaration the Expansion Property, and to grant the owners of lots in the Declarant or its Affiliates' other developments the right to use certain Outlots located in Waterstone Subdivision; and

WHEREAS, SMP Development Co., LLC has transferred its rights as Declarant to its Affiliates to subject to the Declaration the Expansion Property, and to grant the owners of lots in the Affiliates' other developments the right to use certain Outlots located in Waterstone Subdivision. Great Northern Timber Company, LLC transferred its interest in Stone Gate Lake Subdivision to Stone Gate Lake Development, LLC; and

WHEREAS, Bear Paw Lake Investments, LLC; Sand Point Lake Investments, LLC; MC Farms, LLC; LD Northern Wisconsin Holdings, LLC; Stone Gate Lake Development, LLC and Juneau County Investments, Inc. are Affiliates of the Declarant ("Declarant's Affiliate"), and are the owners of Additional Expansion Property described on Exhibit C ("Additional Expansion Property") attached hereto; and

WHEREAS, the Declarant's Affiliate will be platting in the future the Additional Expansion Property described on Exhibit C and desire to allow the Lot Owners of these

Subdivision Plats to access and use the clubhouse, pool, volleyball court, playground, tennis court, basketball court, putting green, pond, beach, and parking areas ("Clubhouse Amenities") located on Outlot 8 of Waterstone Subdivision; and

WHEREAS, the Declarant's Affiliate hereby declare that the Lot Owners in the Additional Expansion Property when platted shall have the right to use the Clubhouse Amenities located on Outlot 8 of Waterstone Subdivision, and further declare that each Lot Owner in the Additional Expansion Property shall pay their pro rata share of all assessments associated with the maintenance and repair of the Clubhouse Amenities.

WHEREAS, Article XXIV of the Waterstone Restrictions provides that the Declarant's Affiliate have the sole right to amend the Restrictions prior to the conveyance of the last Lot to an Owner other than the Declarant's Affiliate; and

WHEREAS, the Declarant's Affiliate desires to identify the "Additional Expansion Property" as described in Exhibit C and amend the Waterstone Restrictions as set forth in this Amendment.

WHEREAS, the Declarant's Affiliate further desires to submit additional lands to the Stone Gate Lake Restrictions as set forth in this Amendment.

NOW, THEREFORE, the Waterstone Restrictions are hereby amended as follows:

1. The Declarant's Affiliate hereby declare that the Lot Owners in the Additional Expansion Property when platted shall have the right to use the Clubhouse Amenities located on Outlot 8 of Waterstone Subdivision. Each Lot Owner therein shall pay their pro rata share of all assessments associated with the maintenance and repair of the Clubhouse Amenities. Once platted and conveyed by the Developer, the Waterstone Waterfront Community Association, Ltd. shall separate the assessments for the Clubhouse Amenities from the general assessments and levy the pro rata portion of the Clubhouse Amenities assessments against each Lot Owner. The real estate described on Exhibit C attached hereto will be subjected to the terms of the Waterstone Declaration as set forth herein with regard to the Clubhouse Amenities, and all purchasers and their successors of any

portion of the Additional Expansion Property, and each and every conveyance of any portion of the Additional Expansion Property will be subject to the terms of this Amendment.

NOW, THEREFORE, the Stone Gate Lake Restrictions are hereby amended as follows:

- 1. The real estate described on Exhibit D attached hereto and further described on the Final Plat of the Fifth Addition to Stone Gate Lake attached hereto as Exhibit E (the "Fifth Addition") is subject to the terms of the Stone Gate Lake Restrictions, and Lots 93 through 110 inclusive, as set forth therein are subject to the Stone Gate Lake Restrictions, and all purchasers and their successors of any portion of the Fifth Addition, and each and every conveyance of any portion of the Fifth Addition will be, subject to such Restrictions.

IN WITNESS WHEREOF, this Amendment to the Waterstone Restrictions and Stone Gate Lake Restrictions is executed by the Declarant's Affiliate as of the day and year first written above.

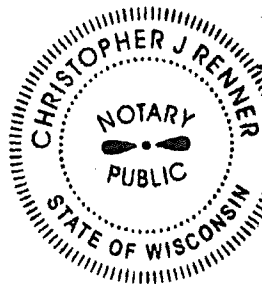
Bear Paw Lake Investments, LLC

By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
JUNEAU COUNTY)

Personally came before me this 8th day of June, 2015, the above-named Brad Pavloski, a Member of Bear Paw Lake Investments, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.





Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires January 23, 2018

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 through Lot 56 inclusive and Outlots 1, 2, 3, 5, 8 and 10 of Waterstone. Filed on the 7th day of June, 2006 in Volume 11 of Plats at Pages 60-64 as Document Number 650200. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 through Lot 53 inclusive and Outlot 1 through Outlot 7 inclusive of Stone Gate Lake. Filed on the 15th day of April, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 54 of the First Addition to Stone Gate Lake. Filed on the 22nd day of August, 2008 in Volume 12 of Plats at Pages 24 and 25 as Document Number 668110. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 55 through 60 inclusive of the Second Addition to Stone Gate Lake. Filed on the 7th day of January, 2010 in Volume 12 of Plats at Pages 36 and 37 as Document Number 677529. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 61 through 78 inclusive of the Third Addition to Stone Gate Lake. Filed on the 14th day of June, 2010 in Volume 12 of Plats at Pages 41-43 as Document Number 680090. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 79 through 92 inclusive of the Fourth Addition to Stone Gate Lake. Filed on the 16th day of September, 2013 in Volume 12 of Plats at Pages 67-69 as Document Number 700462. Located in the Town of Germantown, Juneau County, Wisconsin.

EXHIBIT B
LEGAL DESCRIPTION OF EXPANSION PROPERTY

Outlot 1 of Juneau County Certified Survey Map No. 3879 as recorded in Volume 17 of CSM Page 50 as Document No. 662241, being a part of the Northeast Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Outlot 1 of Juneau County Certified Survey Map No. 3891 as recorded in Volume 17 of CSM Page 62 as Document No. 662727, being a part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 7 of Juneau County Certified Survey Map No. 748 as recorded in Volume 3 of CSM Page 214 as Document No. 267429, being a part of the North Half of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 8 of Juneau County Certified Survey Map No. 748 as recorded in Volume 3 of CSM Page 214 as Document No. 267429, being a part of the North Half of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Southwest Quarter of the Northeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northeast Quarter of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North Half of the Fractional Southwest Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPT the West 14.15 acres thereof.

Lot 1 of Juneau County Certified Survey Map No. 4004 as recorded in Volume 17 of CSM Page 175 as Document No. 670352, being a part of the South Half of the Fractional Northwest Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northwest Quarter of the Northwest Quarter of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Outlot 1 of Juneau County Certified Survey Map No. 3982 as recorded in Volume 17 of CSM Page 153 as Document No. 669236, being a part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map No. 4458 as recorded in Volume 20 of CSM on Page 53 as Document Number 709199. Located in the Northeast Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map No. 4460 as recorded in Volume 20 of CSM on Page 55 as Document Number 709273. Located in the Southwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map No. 4330 as recorded in Volume 19 of CSM on Page 127 as Document Number 700463. Located in the Northwest Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 1, Juneau County Certified Survey Map 926 in Volume 4 of CSM's, page 42, located in the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) of Section Thirty (30), Township Seventeen (17) North, Range Four (4) East, Town of Germantown, Juneau County, Wisconsin.

The North six (6) acres of the West 13.69 acres of the South half of the Northwest fractional quarter (S ½ NW Fr ¼) of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING land conveyed for highway purposes.

The West 13.69 acres of the South half of the Northwest fractional quarter (S ½ NW Fr ¼) of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING therefrom the South four hundred fifty (450) feet; and further EXCEPTING the North six (6) acres of the West 13.69 acres, and also EXCEPTING lands conveyed for highway purposes at Volume 159 of Deeds, Page 206.

The Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 2 of Juneau County Certified Survey Map No. 747 recorded in Volume 3 of CSM, Page 213, being a part of the N ½ SE ¼ of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 5 of Juneau County Certified Survey Map No. 748 recorded in Volume 3 of CSM, Page 214, being a part of the N ½ SE ¼ of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Northeast Quarter of the Northeast Quarter, Section 25, Township 17 North, Range 3 East, Town of Clearfield, Juneau County, Wisconsin, excepting all lands used, deeded or platted for highway purposes as recorded in Volume 159 of Deeds, page 644 (Doc #200244).

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The Southeast Quarter of the Southeast Quarter (Plat of Survey 12/20/05), Section 24, Township 17 North, Range 3 East, Town of Clearfield, Juneau County, Wisconsin, excepting all lands used, deeded or platted for highway purposes as recorded in Volume 159 of Deeds, page 644 (Doc #200244)

The Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 33, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING THEREFROM lands described in Volume 483 of Records at page 471, as Document No. 345445, described as follows: a part of the Northeast Quarter of the Southwest Quarter, Section 33, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, to-wit: commencing at the South 1/4 corner of said Section; thence along the North-South 1/4 line of said Section, North 0°14'40" East, 1352.32 feet, to a point in the centerline of C.T.H. "G", being the point of beginning. Thence along the centerline of C.T.H. "G", North 89°3'30" West, 100 feet; thence North 0°15'10" East, 296.23 feet, to a point in the South line of C.S.M. No. 781; thence along the South line thereof, South 87°55'20" East, 100 feet to a point in the North-South 1/4 line of said Section; thence along the 1/4 line South 0°14'40" West, 294.25 feet, to the point of beginning. AND FURTHER EXCEPTING lands described in CSM #781, recorded in Volume 3 at page 247, as Document No. 270048.

The East Half of the Northeast Quarter of the Northeast Quarter (E 1/2 NE 1/4 NE 1/4) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin; EXCEPTING THEREFROM lands conveyed in Volume 165 of Deeds, on Page 668, being the North 250' of the East 250' thereof.

The Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North Half of the Northwest Fractional Quarter (N 1/2 NW fr 1/4) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING THEREFROM the North 39 acres thereof, being the plat of Waterstone as recorded in Volume 11 of Plats, on Pages 60-64 as Document No. 650200; SUBJECT TO the Transportation Project Plat recorded in Volume 1 of TPP on Page 44, as Document No. 635207.

The North Half of the South Half of the Northwest Fractional Quarter (N 1/2 S 1/2 NW fr 1/4) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, SUBJECT TO the Transportation Project Plat recorded in Volume 1 of TPP on Page 44, as Document No. 635207.

Outlot 11 of Waterstone as recorded in Volume 11 of Plats on Pages 60-64 as Document No. 650200. Located in the North Half of the Northwest Quarter (N 1/2 NW 1/4) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXHIBIT C
LEGAL DESCRIPTION OF ADDITIONAL EXPANSION PROPERTY

Lot 1 of the Town Plat of Castle Rock Corners. Filed on the 12th day of June, 2003 in Volume 10 of Plats at Pages 47-48 as Document Number 622131. Located in the Northwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North 250 feet of the East 250 feet of the Northeast Quarter of the Northeast Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 2 of Juneau County Certified Survey Map No. 926 as recorded in Volume 4 of CSM on Page 42 as Document Number 276565, EXCEPT Lot 1 of Juneau County Certified Survey Map No. 2682 as recorded in Volume 10 of CSM on Page 200 as Document Number 367844. Located in the Northeast Quarter of the Southeast Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Juneau County Certified Survey Map No. 1879 as recorded in Volume 7 of CSM on Page 64 as Document Number 328294. Being the South Half of the South Half of the Northwest Quarter, the North Half of the North Half of the Southwest Quarter, the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

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EXHIBIT D
LEGAL DESCRIPTION OF FIFTH ADDITION TO STONE GATE LAKE

Lots 93 through 110 inclusive of the Fifth Addition to Stone Gate Lake. Filed on the 29th day of May, 2015 in Volume 12 of Plats at Pages 70-72 as Document Number 709198. Located in the Southwest Quarter of the Northwest Quarter, the Northeast Quarter of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXHIBIT E

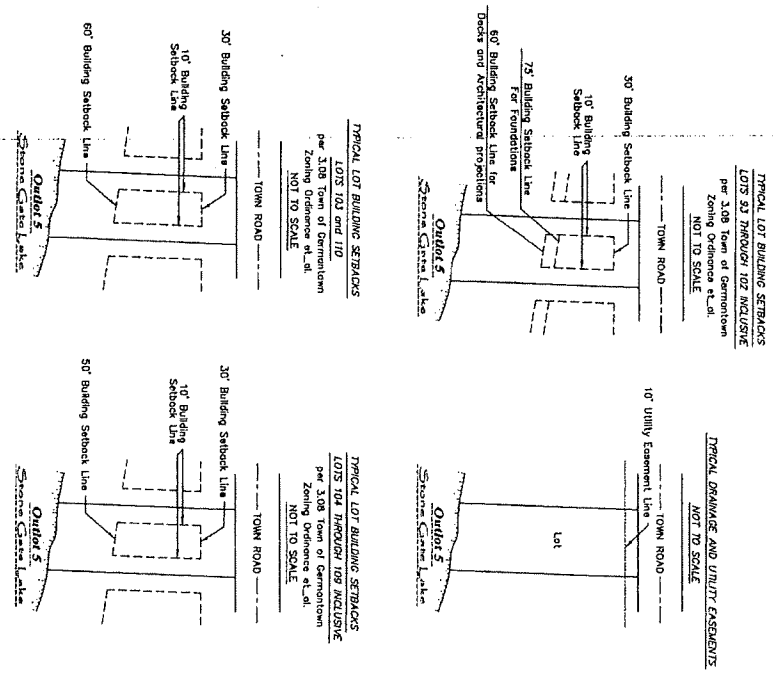
FINAL PLAT OF FIFTH ADDITION TO STONE GATE LAKE SUBDIVISION
(See attached plat as the next page)

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats., as provided by a 236.12, Wis. Stat., Certified May 13th 2015
Paul M. Poyntell
 Department of Administration

Fifth Addition to Stone Gate Lake

A Planned Unit Development

Part of the Northeast Quarter of the Northwest Quarter, part of the Southwest Quarter and part of the Southeast Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, including part of Lot 2 of Juneau County Certified Survey Map number 4537 as recorded in Volume 19 of C.S.M. on Page 127 of Document number 685550 including Lot 2 and Lot 3 of Juneau County Certified Survey Map number 4539 as recorded in Volume 19 of C.S.M. on Page 127 of Document number 750413.



Pauloski Development
 Castle Rock, LLC
 18920 IRB
 Stone Gate Lake Development LLC
 Wisconsin Statute, Sec. 236.12

Call the City/County Clerk
 Field Book, 18, Page 38
 18920 IRB
 Stone Gate Lake Development LLC
 Wisconsin Statute, Sec. 236.12



TOWN OF GERMANNTOWN:
 I hereby certify that the foregoing is a copy of a resolution adopted by the town board of the town of Germantown.
 Date: 5/28/15 Approved: *Tom Christman*
 Tom Christman
 Town Clerk

TOWN OF GERMANNTOWN PLANNING COMMISSION:
 The town of Germantown does hereby certify that the plat of Fifth Addition to Stone Gate Lake is and hereby is approved in compliance with the town of Germantown Subdivision and Zoning Ordinance.
 Date: 5/28/15 Approved: *Paul M. Poyntell*
 Paul M. Poyntell
 Zoning Administrator

CERTIFICATE OF TAXES PAID:
 I, being duly elected, qualified and acting treasurer of the town of Germantown and the county of Juneau do hereby certify that the records of the town of Germantown and the county of Juneau do not reflect any special assessments affecting any of the lots included in this plat as of the date listed below.
 Date: 5/28/15
 Tom Christman
 County Treasurer

LAND FORESTRY PARKS AND LAND FORESTRY COMMITTEE APPROVAL:
 Resolved that the Plat of Fifth Addition to Stone Gate Lake is hereby approved by the Land, Forestry, Parks and Zoning Committee on:
 Date: 5-28-15
 David L. Donnelly
 Zoning Administrator

I hereby certify that the foregoing is approved by the Land, Forestry, Parks and Zoning Committee on:
 Date: 5-28-15
 Kathleen Koebke
 County Clerk

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:
 Stone Gate Lake Development, Limited Liability Company, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, or any state hereby certifies that said corporation owned the land as represented on the plat. I also certify that this plat is required by Sec. 236.10 or Sec. 236.17 to be submitted to the following for approval or objection:
 OBJECTING AUTHORITIES:
 The Department of Administration
 The county of Juneau
 APPROVING AUTHORITIES:
 The town of Germantown
 In witness whereof, the said Stone Gate Lake Development, LLC has caused these presents to be signed by its Authorized Representative.
 This 28th day of May, 2015.
 Stone Gate Lake Development, LLC
 c/o Brad P. Poyntell
 P.O. Box 1027
 Wisconsin Rapids, WI 54485-1027
 Brad P. Poyntell
 Authorized Representative

STATE OF WISCONSIN JUNEAU COUNTY:
 Personally came before me this 28th day of May, 2015, the above named Brad P. Poyntell, his authorized representative of Stone Gate Lake Development, LLC to me known to be the same and who executed the foregoing instrument and acknowledged the same.
 Notary Public, Juneau County, Wisconsin
 Christopher J. Revier
 My commission expires January 23, 2018

OWNER / SUBDIVIDER: Stone Gate Lake Development LLC
 c/o Brad P. Poyntell
 P.O. Box 1027
 Wisconsin Rapids, WI 54485-1027
 Fax: (715) 525-5898



UTILITY EASEMENT RESTRICTION:
 No utility pole, pedestal or cable shall be placed so as to disturb any survey monument or obstruct vision along any lot or street line. The unauthorized encroachment of a survey monument is a violation of S236.32. Utility easements set forth herein are for the use of the Town of Germantown and only the private utilities having the right to serve this subdivision as listed below.

- UTILITY COMPANY LIST**
- CITY / INTERNET: Madison
 514 S. Main Street
 Madison, WI 53703
 Fax: 608-372-2283
 attn: Cory Jensen
 - TELEPHONE: Lamprose Utility Telephone Co.
 127 US Hwy 12th & 9th
 P.O. Box 269, Wk. 54618
 608-47-5515
 608-47-5515
 attn: Keith Berth
 - TELEPHONE: TDS Telecom
 225 Lamprose Road
 P.O. Box 17
 608-66-4423
 608-66-4420
 608-66-4420
 attn: Kevin Bennett
 - ELECTRIC: Oakdale Electric Cooperative
 P.O. Box 128
 Oakdale, WI 54648
 Fax: 608-372-2283
 attn: Scott Breeman
 - ELECTRIC / GAS: Alliant Energy
 1308 E. State Street
 608-847-1315
 608-847-1319
 attn: 608-847-1319
 - SEWER: Sanitary District #1
 W/232 Lake View Court
 608-527-3880
 608-527-3880
 attn: Corne Alsdorf

NINTH AMENDMENT TO WATERSTONE AND
TENTH AMENDMENT TO STONE GATE LAKE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

DOCUMENT # 718483

RECORDED

January 23, 2017 2:05 PM

STACY D. HAVILL

REGISTER OF DEEDS

JUNEAU CO., WI

FEE AMOUNT: \$30.00

TOTAL PAGES: 24

Document Number

Title of Document

Record this document with the Register of Deeds

Name and Return Address:

Pavloski Development, LLC
N9246 Highway 80 South
Suite #4
Necedah, WI. 54646

(Parcel Identification Number)

**AMENDMENT TO WATERSTONE AND STONE GATE LAKE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Waterstone and Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 12th day of January, 2017.

RECITALS

WHEREAS, the Waterstone Declaration of Covenants, Conditions and Restrictions, as amended (the "Waterstone Restrictions") dated the 12th day of June, 2006, was recorded on the 21st day of June, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 650516; and an Amendment dated the 31st day of October, 2006, was recorded on the 2nd day of November, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 653781; and an Amendment dated the 29th day of April, 2008, was recorded on the 29th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665919; and the Third Amendment dated the 1st day of September, 2009, was recorded on the 1st day of September, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675324; and the Fourth Amendment dated the 1st day of October, 2009, was recorded on the 16th day of November, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676691; and the Fifth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Sixth Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Seventh Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Eighth Amendment dated the

4th day of June, 2015, was recorded on the 11th day of June, 2015, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 709424; and

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, as amended (the "Stone Gate Lake Restrictions") dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and the First Amendment dated the 8th day of October, 2008, was recorded on the 15th day of October, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669076; and the Second Amendment dated the 12th day of August, 2009, was recorded on the 12th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675009; and the Third Amendment dated the 9th day of November, 2009, was recorded on the 2nd day of December, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676981; and the Fourth Amendment dated the 8th day of January, 2010, was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679245; and the Fifth Amendment dated the 26th day of April, 2010, was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679267; and the Sixth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Seventh Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Eighth Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Ninth Amendment dated the 4th day of June, 2015, was recorded on the 11th day of June, 2015, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 709424; and

WHEREAS, the Waterstone Restrictions and the Stone Gate Lake Restrictions cover all Lots and select Outlots within the Waterstone Subdivision, the Stone Gate Lake Subdivision, the First Addition, Second Addition, Third Addition, Fourth Addition and Fifth Addition to Stone Gate Lake Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A attached hereto and incorporated herein by reference (Subject Property); and

WHEREAS, the Waterstone Restrictions and the Stone Gate Lake Restrictions cover additional lands in the vicinity of Waterstone Subdivision (the "Expansion Property") described on Exhibit B attached hereto; and

WHEREAS, the first page and Article XXIII of the Waterstone Restrictions provides that the Declarant's Affiliates have the sole right to subject to the Declaration the Expansion Property, other lands acquired by Declarant's Affiliates, and to grant the owners of lots in the Declarant's Affiliates' other developments the right to use certain Outlots located in Waterstone Subdivision; and

WHEREAS, Mizuumi Protection, Ltd. and Bear Paw Lake Investments 2, LLC are the successors to the owner of portions of the Expansion Property of the Restrictions and are Declarant's Affiliates; and

WHEREAS, the Declarant's Affiliates desire to identify Copper Point Investments, LLC; White House 16th, LLC; Island Lake at Copper Point, LLC and Campfire Lake Investments, LLC as additional Declarant Affiliates ("Additional Declarant Affiliates"); and

WHEREAS, the Additional Declarant Affiliates are the owners of Additional Expansion Property described on Exhibit C ("Additional Expansion Property") attached hereto; and

WHEREAS, the Additional Declarant Affiliates will be platting in the future the Additional Expansion Property described on Exhibit C and desire to allow the Lot Owners of

these Subdivision Plats to access and use the clubhouse, pool, volleyball court, playground, tennis court, basketball court, putting green, pond, beach, and parking areas (collectively, the "Clubhouse Amenities") located on Outlot 8 of Waterstone Subdivision; and

WHEREAS, the Additional Declarant Affiliates hereby declare that the Lot Owners in the Additional Expansion Property when platted shall have the right to use the Clubhouse Amenities located on Outlot 8 of Waterstone Subdivision, and further declare that each Lot Owner in the Additional Expansion Property shall pay their pro rata share of all assessments associated with the maintenance and repair of the Clubhouse Amenities; and

WHEREAS, Article XXIV of the Waterstone Restrictions provides that the Declarant's Affiliate have the sole right to amend the Restrictions prior to the conveyance of the last Lot to an Owner other than the Declarant's Affiliate; and

WHEREAS, Article XXII and Article XXIV of the Stone Gate Lake Restrictions provides that the Successor Declarant has the sole right to amend the Restrictions prior to the conveyance of the last Lot to an Owner other than the Declarant; and

WHEREAS, the Successor Declarant desires to amend and update Article VI and Article VII of the Restrictions to establish a fee schedule for the review of plans by the Architectural Control Committee as set forth in this Amendment and as otherwise provided herein; and

WHEREAS, the Successor Declarant desires to amend Article VII of the Restrictions to establish a fee schedule for the fines to be levied by the Architectural Control Committee if construction has begun prior to the approval of plans as allowed for therein; and

WHEREAS, the Successor Declarant desires to amend Article VII of the Restrictions to establish an approved builder, contractor and subcontractor list; and

WHEREAS, the Successor Declarant desires to amend the Restrictions to provide for additional covenants and restrictions requiring that Heartland Title, Ltd. in Mauston, Wisconsin be the exclusive closing agent for all conveyances of Lots within the Subject Property, and future additional Lots; and

WHEREAS, the Successor Declarant further desires to amend the Restrictions and to provide for additional covenants and restrictions as set forth in this Amendment.

NOW, THEREFORE, the Waterstone Restrictions are hereby amended as follows:

1. The Additional Declarant Affiliates hereby declare that the Lot Owners in the Additional Expansion Property when platted shall have the right to use the Clubhouse Amenities located on Outlot 8 of Waterstone Subdivision. Each Lot Owner therein shall pay their pro rata share of all assessments associated with the maintenance and repair of the Clubhouse Amenities. Once platted and conveyed by the Developer, the Waterstone Waterfront Community Association, Ltd. shall separate the assessments for the Clubhouse Amenities from the general assessments and levy the pro rata portion of the Clubhouse Amenities assessments against each Lot Owner. The real estate described on Exhibit C attached hereto will be subject to the terms of the Waterstone Declaration as set forth herein with regard to the Clubhouse Amenities, and all purchasers and their successors of any portion of the Additional Expansion Property, and each and every conveyance of any portion of the Additional Expansion Property will be subject to the terms of this Amendment.

NOW, THEREFORE, the Stone Gate Lake Restrictions are hereby amended as follows:

1. **Article II – Use of Land**

The following language shall be added to Article II:

“No motorized boats or watercraft shall be allowed within the private lakes or ponds. No buildings shall be erected, altered, placed or permitted, nor unattended personal items allowed to remain on any islands within the private lakes or ponds.

No boat launch can be built on any Lot. No Lot Owner may allow third parties or the public to use a Lot for access to the private lakes or ponds.”

2. **Article VI – Architectural Control Committee**

The fourth sentence of Article VI shall be amended and replaced with the following:

“The Committee members (other than the Developer for the review of all plans) shall not be entitled to compensation for services performed pursuant to this paragraph.”

3. **Article VII – Architectural Control**

The following language shall be added to the end of Article VII:

“The Developer shall be paid the following fees prior to review of any of the following plans:

1. Review of house plans = \$500
2. Review of landscaping plans = \$200
3. Review of driveway plans = \$100

The Owner's Association, on behalf of the Architectural Control Committee (Developer) shall have the right to assess fines against the Lot Owner if work has begun prior to the approval of plans associated with construction as follows:

1. No approval of house plans = \$2,500 fine
2. No approval of landscaping plans = \$500 fine
3. No approval of driveway plans = \$250 fine”

4. **Article VII – Architectural Control**

The following language shall be inserted after the first sentence of Article VII:

“No builder, general contractor, or subcontractor shall commence construction of any structure or improvement without the prior written approval of the Committee. Developer and the Committee shall have the sole right to prohibit builders, general contractors and subcontractors including but not limited to electricians, plumbers, drywall companies, HVAC companies, insulation companies, landscapers and driveway construction companies from building structures or improvements on the Lots. There is an approved builder, contractor and subcontractor list. Each Lot owner shall have the obligation to determine if a builder, contractor or subcontractor is on the Developer's approved list prior to entering into any contract for the construction of improvements.”

5. **Article XIII – Signs**

Article XIII shall be deleted in its entirety and replaced with the following:

"No sign or information tube of any kind advertising a Lot or Home for sale shall be allowed or be displayed to the public view on any Lot except for the following:

- (1) Such signs as may be used by the Developer in Developer's discretion in conjunction with Lot or Home sales in the Subject Property or other developments of the Developer or its Affiliates to be placed on Lots or Outlots.
- (2) One or more subdivision entrance signs surrounded with landscaping may be erected by the Developer and/or by the Owner's Association.

In the event the Association or Developer provides notice to a Lot Owner that they have a prohibited tube style sign or other sign advertising a lot for sale on their property, the Lot Owner shall have 10 days to remove the info tube or sign. If the violation is not corrected within the 10 day period, the Association or Developer shall have the right to remove the info tube or sign and specially assess the Lot owner for all costs and expenses related to the removal."

6. **Article XXII – Developer's Rights**

Article XXII shall be deleted in its entirety and replaced with the following:

"ARTICLE XXII"

"DECLARANT'S RIGHTS"

"Declarant has acquired or may acquire in the future other lands in the vicinity of Subdivision as expanded. Declarant shall have the express right, but not the obligation, to develop all or part of the lands owned by Declarant and/or its Affiliates, and subject those lands to the terms and conditions set forth in this Declaration. To accomplish that purpose, Declarant shall have the express right, without the necessity of obtaining the approval of the Owner's Association or any Lot Owner, to do any or all of the following:

- a. Grant easements for the use, and establish requirements for the maintenance of, the outlots, amenities located on the outlots, and/or other common areas such that the Owners of Lots in all of the developments have the full right of access to and use of the outlots, amenities located on the outlots, and/or other common areas, and the Owners of all Lots share equally in the maintenance expenses.
- b. Amend this Declaration of Restrictions without the consent of any Lot Owner so as to subject any or all of said additional lands to this Declaration of Restrictions. In doing so, Declarant shall have the right, when required or requested by any governmental body, to establish certain provisions which may be applicable to one or more, but less than all, of the developments.

c. Amend the Articles of Incorporation and/or By-laws of the Owner's Association so that the Owner's Association functions as the association that governs the outlots, amenities located on the outlots, and/or other common areas for all of the developments.

d. Amend the provisions hereof with respect to the Architectural Control Committee (ACC) so that there are separate ACCs for each development, or so that there is a combined ACC for some or all developments."

7. **Article XXIII – Stone Gate Lake Community Association, Ltd.**

The third and fourth paragraphs of Section 2. B. shall be deleted in their entirety and replaced with the following as a new Section at the end of Article XXIII:

"3. DECLARANT CONTROL OF THE ASSOCIATION; AMENDMENTS. Declarant shall have the right to appoint and remove directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Architectural Control Committee, the Board, or its officers, by the Articles of Incorporation, Bylaws, this Declaration, or the Wisconsin Non-Stock Corporation Law (as amended from time to time), until the earliest of: (1) Thirty (30) years from the date of recording of this Amendment; or (2) Declarant's election to waive its right to control the Association. Until such time as the Declarant relinquishes control of the Association as described above, Lots or parcels of land owned by Declarant or its affiliates shall be exempt from assessments for common expenses until a Lot is sold, as long as the assessment for common expenses for Lots not owned by the Declarant or its affiliates do not exceed the amount of projected assessments contained in the last adopted budget. Until the last day of the month during which the Declarant turns over control of the Association to the Lot Owners, the Declarant shall be responsible for and pay common expenses in excess of the assessments payable by Lot Owners under this formula. After the Declarant turns over control of the Association to the Lot Owners, the Declarant shall pay its share of Association assessments in the same manner as other Lot Owners but only as to those Lots which have been platted and have been subjected to this Declaration. The Declarant's liability for Association assessments as provided above shall be effective on the first day of the month after the month during which the Declarant turns over control of the Association to the Lot Owners.

This Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the Declarant acting alone, as long as Declarant owns any Lot or parcel of land in the Lands, as such Lands are expanded by amendment hereto. After thirty (30) years after the date of this Amendment, this Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the owners of at least eighty percent (80%) of the Lots in the Lands. Further, no amendment shall become effective unless and until same is duly

recorded in the office of the Register of Deeds for Juneau County, Wisconsin. In the event there is more than one (1) owner of any Lot in the Lands, the execution of any amendment by any one (1) or more of said owners of such Lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such Lot join in the execution of such amendment, unless such other owner or owners of said Lot have recorded in the Office of the Register of Deeds for Juneau County, Wisconsin, prior to the date of execution of such amendment by any other owner of such Lot, a notice setting forth the fact that approval of any amendment on behalf of such Lot shall not be effective without the approval of the owner filing such notice. In no event shall this section be construed so as to require the Declarant to obtain the approval of any Lot Owner to make any amendment to this Declaration which is expressly permitted by any provision of this Declaration to be made by Declarant alone."

8. The following language shall be added after the end of Article XXIV:

"ARTICLE XXV"

"EXCLUSIVE CLOSING AGENT FOR LOT TRANSERS"

"Each Lot Owner hereby agrees that for any conveyance of a Lot or portion thereof within the Subject Property, and any additions thereto, the Lot Owner shall hire Heartland Title, Ltd. of Mauston, Wisconsin as closing agent for such conveyance."

IN WITNESS WHEREOF, this Amendment to the Waterstone Restrictions and Stone Gate Lake Restrictions is executed by the Declarant's Affiliate and Successor Declarant as of the day and year first written above.

(Signatures appear on the next page following)

This instrument drafted by:
Michael D. Orgeman
Lichtsinn & Haensel, s.c.
111 E. Wisconsin Avenue, Suite 1800
Milwaukee, WI 53202
(414) 276-3400

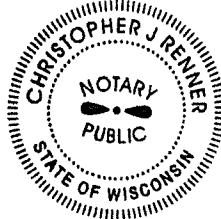
Sand Point Lake Investments, LLC


By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

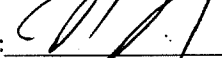
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 12th day of January, 2017, before me appeared Brad Pavloski, Member of Sand Point Lake Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires January 23, 2018

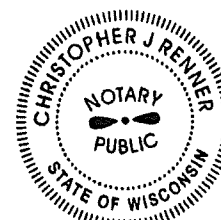
LD Northern Wisconsin Holdings, LLC

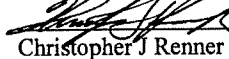
By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

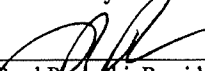
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 12th day of January, 2017, before me appeared Brad Pavloski, Member of LD Northern Wisconsin Holdings, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires January 23, 2018

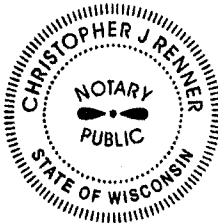
Juneau County Investments, Inc.

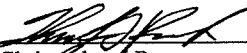
By: 
Brad Pavloski, President

ACKNOWLEDGMENT


STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 12th day of January, 2017, before me appeared Brad Pavloski, President of Juneau County Investments, Inc., a Delaware Corporation, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said corporation by its authority, and said person acknowledged said instrument to be the free act and deed of said corporation.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires January 23, 2018

Stone Gate Lake Development, LLC


By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 12th day of January, 2017, before me appeared Brad Pavloski, Member of Stone Gate Lake Development, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires January 23, 2018

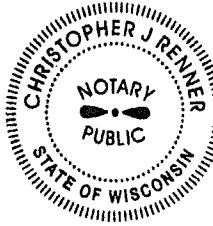
Copper Point Investments, LLC

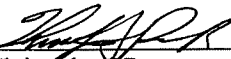
By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

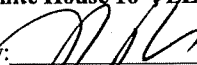
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 12th day of January, 2017, before me appeared Brad Pavloski, Member of Copper Point Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires January 23, 2018

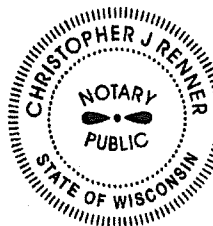
White House 16th LLC


By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

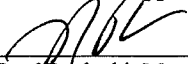
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 12th day of January, 2017, before me appeared Brad Pavloski, Member of White House 16th, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires January 23, 2018

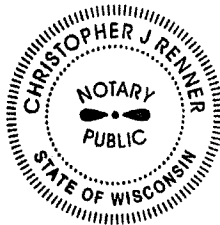
Island Lake at Copper Point, LLC


By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

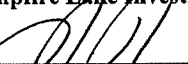
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 12th day of January, 2017, before me appeared Brad Pavloski, Member of Island Lake at Copper Point, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires January 23, 2018

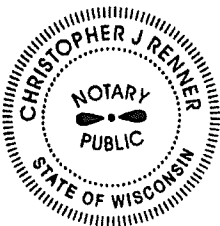
Campfire Lake Investments, LLC


By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

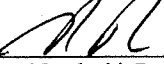
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 12th day of January, 2017, before me appeared Brad Pavloski, Member of Campfire Lake Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires January 23, 2018

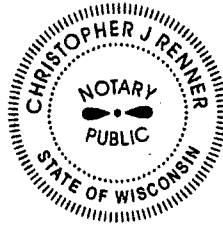
Mizuumi Protection, Ltd.

By: 
Brad Pavloski, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 12th day of January, 2017, before me appeared Brad Pavloski, President of Mizuumi Protection, Ltd., to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



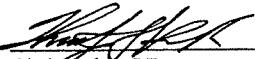

Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires January 23, 2018

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 through Lot 56 inclusive and Outlots 1, 2, 3, 5, 8 and 10 of Waterstone. Filed on the 7th day of June, 2006 in Volume 11 of Plats at Pages 60-64 as Document Number 650200. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 through Lot 53 inclusive and Outlot 1 through Outlot 7 inclusive of Stone Gate Lake. Filed on the 15th day of April, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 54 of the First Addition to Stone Gate Lake. Filed on the 22nd day of August, 2008 in Volume 12 of Plats at Pages 24 and 25 as Document Number 668110. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 55 through 60 inclusive of the Second Addition to Stone Gate Lake. Filed on the 7th day of January, 2010 in Volume 12 of Plats at Pages 36 and 37 as Document Number 677529. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 61 through 78 inclusive of the Third Addition to Stone Gate Lake. Filed on the 14th day of June, 2010 in Volume 12 of Plats at Pages 41-43 as Document Number 680090. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 79 through 92 inclusive of the Fourth Addition to Stone Gate Lake. Filed on the 16th day of September, 2013 in Volume 12 of Plats at Pages 67-69 as Document Number 700462. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 93 through 110 inclusive of the Fifth Addition to Stone Gate Lake. Filed on the 29th day of May, 2015 in Volume 12 of Plats at Pages 70-72 as Document Number 709198. Located in the Town of Germantown, Juneau County, Wisconsin.

EXHIBIT B
LEGAL DESCRIPTION OF EXPANSION PROPERTY

Outlot 1 of Juneau County Certified Survey Map No. 3879 as recorded in Volume 17 of CSM Page 50 as Document No. 662241, being a part of the Northeast Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Outlot 1 of Juneau County Certified Survey Map No. 3891 as recorded in Volume 17 of CSM Page 62 as Document No. 662727, being a part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 2 of Juneau County Certified Survey Map No. 747 recorded in Volume 3 of CSM, Page 213, being a part of the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 5 of Juneau County Certified Survey Map No. 748 recorded in Volume 3 of CSM, Page 214, being a part of the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 7 of Juneau County Certified Survey Map No. 748 as recorded in Volume 3 of CSM Page 214 as Document No. 267429, being a part of the North Half of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 8 of Juneau County Certified Survey Map No. 748 as recorded in Volume 3 of CSM Page 214 as Document No. 267429, being a part of the North Half of the Southeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Southwest Quarter of the Northeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northeast Quarter of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North Half of the Fractional Southwest Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPT the West 14.15 acres thereof.

Lot 1 of Juneau County Certified Survey Map No. 4004 as recorded in Volume 17 of CSM Page 175 as Document No. 670352, being a part of the South Half of the Fractional Northwest Quarter of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North six (6) acres of the West 13.69 acres of the South half of the Northwest fractional quarter (S $\frac{1}{2}$ NW Fr $\frac{1}{4}$) of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING land conveyed for highway purposes.

The West 13.69 acres of the South half of the Northwest fractional quarter (S ½ NW Fr ¼) of Section 31, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING therefrom the South four hundred fifty (450) feet; and further EXCEPTING the North six (6) acres of the West 13.69 acres, and also EXCEPTING lands conveyed for highway purposes at Volume 159 of Deeds, Page 206.

The Northwest Quarter of the Northwest Quarter of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section 32, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Outlot 1 of Juneau County Certified Survey Map No. 3982 as recorded in Volume 17 of CSM Page 153 as Document No. 669236, being a part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map No. 4458 as recorded in Volume 20 of CSM on Page 53 as Document Number 709199. Located in the Northeast Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map No. 4460 as recorded in Volume 20 of CSM on Page 55 as Document Number 709273. Located in the Southwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 1 of Juneau County Certified Survey Map No. 4330 as recorded in Volume 19 of CSM on Page 127 as Document Number 700463. Located in the Northwest Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Lot 1 of the Town Plat of Castle Rock Corners. Filed on the 12th day of June, 2003 in Volume 10 of Plats at Pages 47-48 as Document Number 622131. Located in the Northwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel 1, Juneau County Certified Survey Map 926 in Volume 4 of CSM's, page 42, located in the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) of Section Thirty (30), Township Seventeen (17) North, Range Four (4) East, Town of Germantown, Juneau County, Wisconsin.

Parcel 2 of Juneau County Certified Survey Map No. 926 as recorded in Volume 4 of CSM on Page 42 as Document Number 276565, EXCEPT Lot 1 of Juneau County Certified Survey Map No. 2682 as recorded in Volume 10 of CSM on Page 200 as Document Number 367844. Located in the Northeast Quarter of the Southeast Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The East Half of the Northeast Quarter of the Northeast Quarter (E ½ NE ¼ NE ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin; EXCEPTING THEREFROM lands conveyed in Volume 165 of Deeds, on Page 668, being the North 250' of the East 250' thereof.

The North 250 feet of the East 250 feet of the Northeast Quarter of the Northeast Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North Half of the Northwest Fractional Quarter (N ½ NW fr ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING THEREFROM the North 39 acres thereof, being the plat of Waterstone as recorded in Volume 11 of Plats, on Pages 60-64 as Document No. 650200; SUBJECT TO the Transportation Project Plat recorded in Volume 1 of TPP on Page 44, as Document No. 635207.

The North Half of the South Half of the Northwest Fractional Quarter (N ½ S ½ NW fr ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, SUBJECT TO the Transportation Project Plat recorded in Volume 1 of TPP on Page 44, as Document No. 635207.

Outlot 11 of Waterstone as recorded in Volume 11 of Plats on Pages 60-64 as Document No. 650200. Located in the North Half of the Northwest Quarter (N ½ NW ¼) of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Juneau County Certified Survey Map No. 1879 as recorded in Volume 7 of CSM on Page 64 as Document Number 328294. Being the South Half of the South Half of the Northwest Quarter, the North Half of the North Half of the Southwest Quarter, the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 30, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Southeast Quarter of the Southeast Quarter (Plat of Survey 12/20/05), Section 24, Township 17 North, Range 3 East, Town of Clearfield, Juneau County, Wisconsin, excepting all lands used, deeded or platted for highway purposes as recorded in Volume 159 of Deeds, page 644 (Doc #200244)

Northeast Quarter of the Northeast Quarter, Section 25, Township 17 North, Range 3 East, Town of Clearfield, Juneau County, Wisconsin, excepting all lands used, deeded or platted for highway purposes as recorded in Volume 159 of Deeds, page 644 (Doc #200244).

The Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 33, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, EXCEPTING THEREFROM lands described in Volume 483 of Records at page 471, as Document No. 345445, described as follows: a part of the Northeast Quarter of the Southwest Quarter, Section 33, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, to-wit: commencing at the South 1/4 corner of said Section; thence along the North-South 1/4 line of said Section, North 0°14'40" East, 1352.32 feet, to a point in the centerline of C.T.H. "G", being the point of beginning. Thence along the centerline of C.T.H. "G", North 89°3'30" West, 100 feet; thence North 0°15'10" East, 296.23 feet, to a point in the South line of C.S.M. No. 781; thence along the South line thereof, South 87°55'20" East, 100 feet to a point in the North-South 1/4 line of said Section; thence along the 1/4 line South 0°14'40" West, 294.25 feet, to the point of beginning. AND FURTHER EXCEPTING lands described in CSM #781, recorded in Volume 3 at page 247, as Document No. 270048.

EXHIBIT C
LEGAL DESCRIPTION OF ADDITIONAL EXPANSION PROPERTY

Part of Lot 1 of Certified Survey Map 3439, Volume 15, Page 29 as Document No. 636976 and part of Certified Survey Map 1326, Volume 5, page 103 as Document No. 298491, being part of the N ½ of the fractional SW ¼ and part of the S ½ of the fractional NW ¼ in Section 6, T17N, R4E, Town of Germantown, Juneau County, Wisconsin. Commencing at the W ¼ corner of said Section 6; thence bearing S 88-46-00 E, 61.40 feet, to the east right-of-way of S.T.H. "80" being the point of beginning. Thence along said east right-of-way bearing N 00-26-25 E, 33.19 feet; thence bearing S 88-56-36 E, 208.71 feet, thence bearing S 88-55-21 E, 1318.34 feet; thence bearing S 01-05-16 W, 32.76 feet; thence bearing S 88-55-38 E, 83.21 feet; thence bearing S 01-08-55 W, 1292.44 feet; thence bearing N 89-15-03 W, 1593.15 feet, to said east right-of-way; thence along said east right-of-way bearing N 00-24-36 E, 1301.15 feet, to the point of beginning.

EXCEPT lands contained within Lot 1 of Juneau County Certified Survey Map number 4531 as recorded in Volume 20 of CSM on Page 126 as Document number 715815.

Part of Outlot 1 of Certified Survey Map 3439, Volume 15, page 29 as Document No. 636976, being part of the N ½ of the fractional SW ¼ in Section 6, T17N, R4E, Town of Germantown, Juneau County, Wisconsin. Commencing at the W ¼ corner of said Section 6; thence along the north line of said fractional SW ¼ bearing S 88-56-11 E, 1737.27 feet, to the center of section being the point of beginning. Thence along the east line of said fractional SW ¼ bearing S 01-08-52 W, 1313.14 feet to forty corner; thence along the south forty line bearing N 89-15-03 W, 10.99 feet; thence bearing N 00-35-34 E 21.00 feet; thence bearing N 89-15-03 W, 54.81 feet; thence bearing N 01-08-55 E, 1292.44 feet; thence bearing S 88-59-06 E 65.98 feet, to the point of beginning.

The North One-half of the Southeast Quarter, Section 6, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, **excepting therefrom** the East ten (10) acres of the Northeast Quarter of the Southeast Quarter and **further except** highway.

The East One-half of Northeast Quarter of Section 6, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, **excepting therefrom** the East 20.66 acres of said East One-half of the Northeast Quarter and **further excepting** highway.

EXCEPT: Lot 1 of Juneau County Certified Survey Map number 4471 as recorded in Volume 20 of CSM on Page 66 as Document number 710030.

A part of the fractional NW ¼; All of the NW ¼ of the NE ¼; All of the SW ¼ of the NE ¼; All in Section 6, T17N, R4E, Town of Germantown, Juneau County, Wisconsin, described as follows:

Beginning at the N ¼ corner of said Section 6; thence along the North line of the NW ¼ of the NE ¼ bearing N 89°20'54" E, 1322.73 feet, to the NE corner; thence along the East lines of the NW ¼ of the NE ¼ and the SW ¼ of the NE ¼ bearing S 01°23'07" W, 2691.20 feet to the SE corner of the SW ¼ of the NE ¼; thence along the East-West Quarter line of said Section 6 bearing N 88°56'03" W, 1306.05 feet, to the center of said Section 6; thence continued along the East-West Quarter line now bearing N 88°59'06" W, 65.98 feet; thence continued along the East-West Quarter line now bearing N 88°55'38" W, 83.21 feet; thence along a line bearing N 01°05'16" E, 32.76 feet; thence bearing N 01°03'08" E, 1524.20 feet; thence bearing N 89°45'35" W, 312.64 feet; thence bearing N 25°57'35" W, 250.00 feet; thence bearing N 09°02'25" E, 300.00 feet; thence bearing N 89°45'35" W, 1150.00 feet, to a point in the East R/W of S.T.H. "80"; thence along the said R/W line bearing N 00°14'25" E, 589.09 feet, to a point in the North line of the said fractional NW ¼ of Section 6; thence along the North line thereof bearing S 89°09'59" E, 1691.44 feet, to the point of beginning, containing 5,002,300 sq. ft. in area or 114.84 acres.

EXCEPT: Lot 1 of Juneau County Certified Survey Map number 4423 as recorded in Volume 20 of CSM on Page 18 as Document number 706673.

ALSO EXCEPT: Lot 1 of Juneau County Certified Survey Map number 4471 as recorded in Volume 20 of CSM on Page 66 as Document number 710030.

The Southeast Quarter of Section 7, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin

The Northeast Quarter of Section 7, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, **except** that part of the Northeast Quarter of the Northeast Quarter of Section 7 lying Easterly of a line that is 100 feet Westerly of and parallel with the ordinary high water mark of the Yellow River and/or Castle Rock Flowage.

Lot 1 of Juneau County Certified Survey Map number 4470 as recorded in Volume 20 of CSM on Page 65 as Document number 710029.

The Southwest Quarter of the Northwest Quarter of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The Northwest Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, **except** highways.

EXCEPT: Lot 1 through Lot 38 inclusive, Outlot 1 and Outlot 2 of Island Lake at Copper Point. Filed on the 11th day of January, 2016 in Volume 12 of Plats at Pages 73-75 as Document Number 712625, located in the Town of Germantown, Juneau County, Wisconsin.

The South Half of the Southwest Quarter of Section 18, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin, **EXCEPTING THEREFROM** lands conveyed for highway purposes in Volume 159 of Deeds, on Page 673.

The North 200 feet of the South 840 feet of the Northwest Quarter of the Northeast Quarter of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The South 75.00 feet of the North 480.00 feet of the NW1/4 NE1/4 of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North 75.00 feet of the South 990.00 feet of the NW1/4 NE1/4 of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North 40.00 feet of the North 340.00 feet of the South 540 feet of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

The North 100.00 feet of the South 640.00 feet of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 17, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.
Including Parcel 1 of Juneau County Certified Survey Map No. 980, recorded in Volume 4 of CSM, Page 96, as Document No. 279898.

The Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section 15, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

Parcel One (1) of Juneau County Certified Survey Map No. 1930 as recorded in Volume 7 of CSM, Page 115, being a part of the NE1/4 of the NW1/4 of Section 15; a part of the E 1/2 of the SW 1/4 of Section 10; all in T17N, R4E, in the Town of Germantown, Juneau County, Wisconsin.

TENTH AMENDMENT TO WATERSTONE AND
ELEVENTH AMENDMENT TO STONE GATE
LAKE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

DOCUMENT # 720336

RECORDED

June 05, 2017 1:50 PM

STACY D. HAVILL

REGISTER OF DEEDS

JULIAU CO., WI

FEE AMOUNT: \$30.00

TOTAL PAGES: 17

Document Number

Title of Document

Record this document with the Register of Deeds

Name and Return Address:

Pavloski Development, LLC
N9246 Highway 80 South
Suite #4
Necedah, WI. 54646

(Parcel Identification Number)

**AMENDMENT TO WATERSTONE AND STONE GATE LAKE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Waterstone and Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 12th day of May, 2017.

RECITALS

WHEREAS, the Waterstone Declaration of Covenants, Conditions and Restrictions, as amended (the "Waterstone Restrictions") dated the 12th day of June, 2006, was recorded on the 21st day of June, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 650516; and an Amendment dated the 31st day of October, 2006, was recorded on the 2nd day of November, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 653781; and an Amendment dated the 29th day of April, 2008, was recorded on the 29th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665919; and the Third Amendment dated the 1st day of September, 2009, was recorded on the 1st day of September, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675324; and the Fourth Amendment dated the 1st day of October, 2009, was recorded on the 16th day of November, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676691; and the Fifth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Sixth Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Seventh Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Eighth Amendment dated the 4th day of June, 2015, was recorded on the 11th day of June, 2015, with the Register of Deeds for

Juneau County, Wisconsin, as Document No. 709424; and the Ninth Amendment dated the 12th day of January, 2017, was recorded on the 23rd day of January, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 718483; and

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, as amended (the "Stone Gate Lake Restrictions") dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and the First Amendment dated the 8th day of October, 2008, was recorded on the 15th day of October, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669076; and the Second Amendment dated the 12th day of August, 2009, was recorded on the 12th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675009; and the Third Amendment dated the 9th day of November, 2009, was recorded on the 2nd day of December, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676981; and the Fourth Amendment dated the 8th day of January, 2010, was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679245; and the Fifth Amendment dated the 26th day of April, 2010, was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679267; and the Sixth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Seventh Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Eighth Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Ninth Amendment dated the 4th day of June, 2015, was recorded on the 11th day of June,

2015, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 709424; and the Tenth Amendment dated the 12th day of January, 2017, was recorded on the 23rd day of January, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 718483; and

WHEREAS, the Waterstone Restrictions and the Stone Gate Lake Restrictions cover all Lots and select Outlots within the Waterstone Subdivision, the Stone Gate Lake Subdivision, the First Addition, Second Addition, Third Addition, Fourth Addition and Fifth Addition to Stone Gate Lake Subdivision, all located in the Town of Germantown, Juneau County, Wisconsin, which are legally described on Exhibit A attached hereto and incorporated herein by reference (the "Subject Property"); and

WHEREAS, the first page and Article XXIII of the Waterstone Restrictions provides that the Declarant's Affiliates have the sole right to subject to the Declaration the Expansion Property, other lands acquired by Declarant's Affiliates, and to grant the owners of lots in the Declarant's Affiliates' other developments the right to use certain Outlots located in Waterstone Subdivision; and

WHEREAS, Article XXII of the Stone Gate Lake Restrictions provides that the Successor Declarant has the sole right to amend the Restrictions and to subject to the Declaration additional lands; and

WHEREAS, the Declarant's Affiliate and Successor Declarant desire to submit additional lands to the Stone Gate Lake Restrictions as set forth in this Amendment.

NOW, THEREFORE, the Stone Gate Lake Restrictions are hereby amended as follows:

The real estate described on Exhibit B attached hereto and further described on the Final Plat of the Sixth Addition to Stone Gate Lake attached hereto as Exhibit C (the "Sixth Addition") is hereby subject to the terms of the Stone Gate Lake Restrictions. Lots 111 through 120 inclusive of the Sixth Addition as set forth therein are subject

to the Stone Gate Lake Restrictions, and all purchasers of such lots and their successors in interest of any portion of the Sixth Addition, and each and every conveyance of any portion of the Sixth Addition will be, subject to such Restrictions.

IN WITNESS WHEREOF, this Amendment to the Waterstone Restrictions and Stone Gate Lake Restrictions is executed by the Declarant's Affiliate and Successor Declarant as of the day and year first written above.

(Signatures appear on the next page following)

This instrument drafted by:
Michael D. Orgeman
Lichtsinn & Haensel, s.c.
111 E. Wisconsin Avenue, Suite 1800
Milwaukee, WI 53202
(414) 276-3400

Sand Point Lake Investments, LLC

By: [Signature]
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 2ND day of JUNE, 2017, before me appeared Brad Pavloski, Member of Sand Point Lake Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



[Signature]
CHRISTOPHER J RENNER
Notary Public, Juneau County, Wisconsin
My commission expires: 23 JANUARY 2018

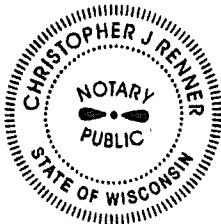
LD Northern Wisconsin Holdings, LLC

By: [Signature]
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 2ND day of JUNE, 2017, before me appeared Brad Pavloski, Member of LD Northern Wisconsin Holdings, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



[Signature]
CHRISTOPHER J RENNER
Notary Public, Juneau County, Wisconsin
My commission expires: 23 JANUARY 2018

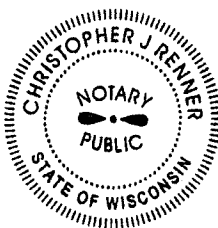
Juneau County Investments, Inc.

By: [Signature]
Brad Pavloski, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 2ND day of JUNE, 2017, before me appeared Brad Pavloski, President of Juneau County Investments, Inc., a Delaware Corporation, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said corporation by its authority, and said person acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
CHRISTOPHER J RENNER
Notary Public, Juneau County, Wisconsin
My commission expires: 23 JANUARY 2018

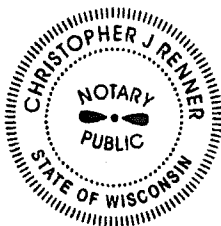
Stone Gate Lake Development, LLC

By: [Signature]
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 2ND day of JUNE, 2017, before me appeared Brad Pavloski, Member of Stone Gate Lake Development, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



[Signature]
CHRISTOPHER J RENNER
Notary Public, Juneau County, Wisconsin
My commission expires: 23 JANUARY 2018

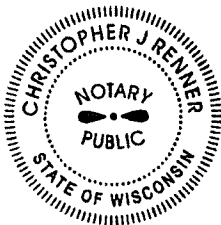
Copper Point Investments, LLC

By: [Signature]
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 2ND day of JUNE, 2017, before me appeared Brad Pavloski, Member of Copper Point Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



[Signature]
CHRISTOPHER J RENNER
Notary Public, Juneau County, Wisconsin
My commission expires: 23 JANUARY, 2018

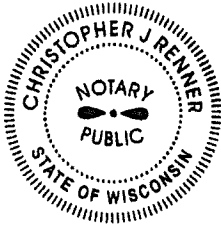
White House 16th, LLC

By: [Signature]
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 2ND day of JUNE, 2017, before me appeared Brad Pavloski, Member of White House 16th, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



[Signature]
CHRISTOPHER J RENNER
Notary Public, Juneau County, Wisconsin
My commission expires: 23 JANUARY, 2018

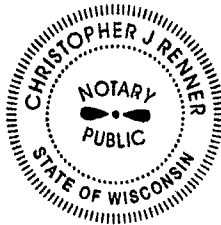
Island Lake at Copper Point, LLC

By: [Signature]
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 2ND day of JUNE, 2017, before me appeared Brad Pavloski, Member of Island Lake at Copper Point, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



[Signature]
CHRISTOPHER J RENNER
Notary Public, Juneau County, Wisconsin
My commission expires: 23 JANUARY, 2018

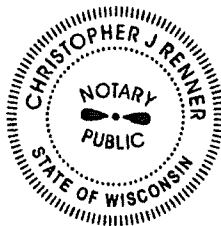
Campfire Lake Investments, LLC

By: [Signature]
Brad Pavloski, Member

ACKNOWLEDGMENT

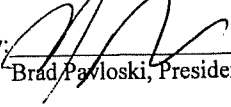
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 2ND day of JUNE, 2017, before me appeared Brad Pavloski, Member of Campfire Lake Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



[Signature]
CHRISTOPHER J RENNER
Notary Public, Juneau County, Wisconsin
My commission expires: 23 JANUARY, 2018

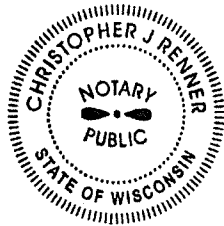
Mizuumi Protection, Ltd.

By: 
Brad Pavloski, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 2ND day of JUNE, 2017, before me appeared Brad Pavloski, President of Mizuumi Protection, Ltd., to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



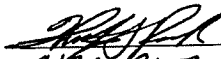

CHRISTOPHER J RENNER
Notary Public, Juneau County, Wisconsin
My commission expires: 23 JANUARY 2018

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 through Lot 56 inclusive and Outlots 1, 2, 3, 5, 8 and 10 of Waterstone. Filed on the 7th day of June, 2006 in Volume 11 of Plats at Pages 60-64 as Document Number 650200. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 through Lot 53 inclusive and Outlot 1 through Outlot 7 inclusive of Stone Gate Lake. Filed on the 15th day of April, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 54 of the First Addition to Stone Gate Lake. Filed on the 22nd day of August, 2008 in Volume 12 of Plats at Pages 24 and 25 as Document Number 668110. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 55 through 60 inclusive of the Second Addition to Stone Gate Lake. Filed on the 7th day of January, 2010 in Volume 12 of Plats at Pages 36 and 37 as Document Number 677529. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 61 through 78 inclusive of the Third Addition to Stone Gate Lake. Filed on the 14th day of June, 2010 in Volume 12 of Plats at Pages 41-43 as Document Number 680090. Located in the Town of Germantown, Juneau County, Wisconsin.

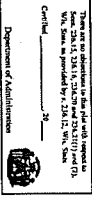
Lots 79 through 92 inclusive of the Fourth Addition to Stone Gate Lake. Filed on the 16th day of September, 2013 in Volume 12 of Plats at Pages 67-69 as Document Number 700462. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 93 through 110 inclusive of the Fifth Addition to Stone Gate Lake. Filed on the 29th day of May, 2015 in Volume 12 of Plats at Pages 70-72 as Document Number 709198. Located in the Town of Germantown, Juneau County, Wisconsin.

EXHIBIT B
LEGAL DESCRIPTION OF SIXTH ADDITION TO STONE GATE LAKE

Lots 111 through 120 inclusive of the Sixth Addition to Stone Gate Lake as recorded in Volume 12 of Plats on Pages 80-82 as Document Number 719977. Located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

EXHIBIT C
FINAL PLAT OF SIXTH ADDITION TO STONE GATE LAKE
(See attached Plat as the next page)



Sixth Addition to Stone Gate Lake

A Planned Unit Development

UTILITY EASEMENT RESTRICTION:

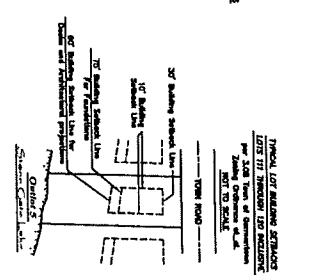
The utility easement is shown and has been approved as to the location, width, depth, and use of the easement by the Board of Supervisors of the County of Stanislaus, California, on the 17th day of March, 2017. The utility easement is shown on the attached map and is subject to the terms and conditions of the utility easement recorded as a separate instrument in the County of Stanislaus, California, on the 17th day of March, 2017.

UTILITY EASEMENT LIST:

1. **Water** - 10' wide easement for water service to the lots. The easement is shown on the attached map and is subject to the terms and conditions of the utility easement recorded as a separate instrument in the County of Stanislaus, California, on the 17th day of March, 2017.

2. **Sewer** - 10' wide easement for sewer service to the lots. The easement is shown on the attached map and is subject to the terms and conditions of the utility easement recorded as a separate instrument in the County of Stanislaus, California, on the 17th day of March, 2017.

3. **Electric** - 10' wide easement for electric service to the lots. The easement is shown on the attached map and is subject to the terms and conditions of the utility easement recorded as a separate instrument in the County of Stanislaus, California, on the 17th day of March, 2017.



Lot 1 of the Sixth Addition to Stone Gate Lake, recorded as a separate instrument in the County of Stanislaus, California, on the 17th day of March, 2017, is shown on the attached map and is subject to the terms and conditions of the utility easement recorded as a separate instrument in the County of Stanislaus, California, on the 17th day of March, 2017.

SURVEYOR'S CERTIFICATE:

I, the undersigned, being a duly licensed and qualified Surveyor of the State of California, do hereby certify that the foregoing is a true and correct copy of the original survey and plat of the Sixth Addition to Stone Gate Lake, recorded as a separate instrument in the County of Stanislaus, California, on the 17th day of March, 2017, and that the same is in accordance with the original survey and plat of the Sixth Addition to Stone Gate Lake, recorded as a separate instrument in the County of Stanislaus, California, on the 17th day of March, 2017.

Date: 17 March, 2017

Christopher J. Brown, Professional Land Surveyor No. 2411



Pauloski Development
INC.
1000 N. 10th Street
Merced, CA 95324
Phone: 209.385.1111
Fax: 209.385.1112

LAND, FORESTRY, PARKS AND ZONING COMMITTEE APPROVAL:

I, the undersigned, being a duly licensed and qualified member of the Land, Forestry, Parks and Zoning Committee of the County of Stanislaus, California, do hereby certify that the foregoing is a true and correct copy of the original survey and plat of the Sixth Addition to Stone Gate Lake, recorded as a separate instrument in the County of Stanislaus, California, on the 17th day of March, 2017, and that the same is in accordance with the original survey and plat of the Sixth Addition to Stone Gate Lake, recorded as a separate instrument in the County of Stanislaus, California, on the 17th day of March, 2017.

Date: 17 March, 2017

CERTIFICATE OF TAXES PAID:

I, the undersigned, being a duly licensed and qualified member of the County of Stanislaus, California, do hereby certify that the foregoing is a true and correct copy of the original survey and plat of the Sixth Addition to Stone Gate Lake, recorded as a separate instrument in the County of Stanislaus, California, on the 17th day of March, 2017, and that the same is in accordance with the original survey and plat of the Sixth Addition to Stone Gate Lake, recorded as a separate instrument in the County of Stanislaus, California, on the 17th day of March, 2017.

Date: 17 March, 2017

TOWN OF GERMANTOWN:

I, the undersigned, being a duly licensed and qualified member of the Town of Germantown, California, do hereby certify that the foregoing is a true and correct copy of the original survey and plat of the Sixth Addition to Stone Gate Lake, recorded as a separate instrument in the County of Stanislaus, California, on the 17th day of March, 2017, and that the same is in accordance with the original survey and plat of the Sixth Addition to Stone Gate Lake, recorded as a separate instrument in the County of Stanislaus, California, on the 17th day of March, 2017.

Date: 17 March, 2017

TOWN OF GERMANTOWN PLANNING COMMISSION:

I, the undersigned, being a duly licensed and qualified member of the Town of Germantown Planning Commission, California, do hereby certify that the foregoing is a true and correct copy of the original survey and plat of the Sixth Addition to Stone Gate Lake, recorded as a separate instrument in the County of Stanislaus, California, on the 17th day of March, 2017, and that the same is in accordance with the original survey and plat of the Sixth Addition to Stone Gate Lake, recorded as a separate instrument in the County of Stanislaus, California, on the 17th day of March, 2017.

Date: 17 March, 2017

CORPORATE OWNER'S CERTIFICATE OF REDUCTION:

I, the undersigned, being a duly licensed and qualified member of the County of Stanislaus, California, do hereby certify that the foregoing is a true and correct copy of the original survey and plat of the Sixth Addition to Stone Gate Lake, recorded as a separate instrument in the County of Stanislaus, California, on the 17th day of March, 2017, and that the same is in accordance with the original survey and plat of the Sixth Addition to Stone Gate Lake, recorded as a separate instrument in the County of Stanislaus, California, on the 17th day of March, 2017.

Date: 17 March, 2017

STATE OF PROPOSED:

I, the undersigned, being a duly licensed and qualified member of the State of California, do hereby certify that the foregoing is a true and correct copy of the original survey and plat of the Sixth Addition to Stone Gate Lake, recorded as a separate instrument in the County of Stanislaus, California, on the 17th day of March, 2017, and that the same is in accordance with the original survey and plat of the Sixth Addition to Stone Gate Lake, recorded as a separate instrument in the County of Stanislaus, California, on the 17th day of March, 2017.

Date: 17 March, 2017

REVISED SEVENTH AMENDMENT TO STONE
GATE LAKE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

DOCUMENT # 723242

RECORDED

December 07, 2017 9:00 AM

STACY D. HAMILL
REGISTER OF DEEDS
JUNEAU CO., WI

FEE AMOUNT: \$30.00

TOTAL PAGES: 12

Document Number

Title of Document

Record this document with the Register of Deeds

Name and Return Address:

Pavloski Development, LLC
N9246 Highway 80 South
Suite #4
Necedah, WI. 54646

(Parcel Identification Number)

**REVISED SEVENTH AMENDMENT TO STONE GATE LAKE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 1st day of December, 2017.

RECITALS

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, as amended (the "Stone Gate Lake Restrictions") dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and the First Amendment dated the 8th day of October, 2008, was recorded on the 15th day of October, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669076; and the Second Amendment dated the 12th day of August, 2009, was recorded on the 12th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675009; and the Third Amendment dated the 9th day of November, 2009, was recorded on the 2nd day of December, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676981; and the Fourth Amendment dated the 8th day of January, 2010, was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679245; and the Fifth Amendment dated the 26th day of April, 2010, was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679267; and the Sixth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Seventh Amendment dated the 11th day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Eighth

Amendment dated the 17th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Ninth Amendment dated the 8th day of June, 2015, was recorded on the 11th day of June, 2015, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 709424; and the Tenth Amendment dated the 12th day of January, 2017, was recorded on the 23rd day of January, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 718483; and the Eleventh Amendment dated the 12th day of May, 2017, was recorded on the 5th day of June, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 720336; and

WHEREAS, the Stone Gate Lake Restrictions cover all Lots and select Outlots within the Stone Gate Lake Subdivision, the First Addition, Second Addition, Third Addition, Fourth Addition, Fifth Addition and Sixth Addition to Stone Gate Lake Subdivision located in the Town of Germantown, Juneau County, Wisconsin, which is legally described on Exhibit A attached hereto and incorporated herein by reference (Subject Property); and

WHEREAS, the first page and Article XXII of the Stone Gate Lake Restrictions provides that the Declarant or its Affiliates have the sole right to subject to the Declaration additional lands (the Expansion Property); and

WHEREAS, Article XXIV of the Stone Gate Lake Restrictions provides that the Declarant or its Affiliates have the sole right to amend the Restrictions prior to the conveyance of the last Lot to an Owner other than the Declarant; and

WHEREAS, the Declarant desires to submit additional lands to the Stone Gate Lake Restrictions and amend certain provisions of the Restrictions as set forth in this Amendment; and

WHEREAS, the Declarant was originally both Great Northern Timber Company, LLC and D&L Land Ventures, LLC. The two companies merged on May 21, 2008 and Great Northern Timber Company, LLC was the surviving entity and sole Declarant;

WHEREAS, Great Northern Timber Company, LLC transferred its interest in Stone Gate Lake Subdivision, including its rights as Declarant, to Stone Gate Lake Development, LLC.

NOW, THEREFORE, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions are hereby amended as follows:

1. The real estate described on Exhibit B attached hereto and further described on the Final Plat of the Third Addition to Stone Gate Lake attached hereto as Exhibit C (the "Third Addition") is subject to the terms of the Declaration of Restrictions, and Lots 61 through 78 inclusive, as set forth therein are subject to the Declaration of Restrictions, and all purchasers and their successors of any portion of the Third Addition, and each and every conveyance of any portion of the Third Addition will be, subject to the Declaration of Restrictions

2. The following language shall be added to the end of Article II:

All lots shall be used for single family residential purposes only. Each residential Home on a Lot or any part thereof may be rented by written lease, provided that

- (a) The term of any such lease shall not be less than sixty (60) days
- (b) The lease contains a statement obligating all tenants to abide by the Declaration of Restrictions, the Articles of Incorporation, and the Bylaws, and all rules and regulations of the Association and providing that the lease is subject and subordinate to the same;
- (c) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and all rules and regulations of the Association shall be enforceable by the Association as a third-party beneficiary to the Lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws, and the rules and regulations of the Association, the right to evict the tenant or terminate the Lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation; and
- (d) A true and complete copy of the Lease shall be provided to the Association at least ten (10) days prior to execution so that the Association can confirm that the Lease meets the requirements of this section.

During the term of any lease, each Lot Owner shall remain liable for the compliance of the Home, such Lot Owner and all tenants of the Home with all provisions of this Declaration, the Bylaws, and the rules and regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Home. The restrictions against leasing contained in this Section may not be amended to impose further restrictions on the right to lease or deleted without the prior written consent of Declarant.

Timeshare ownership. Fractional share ownership or any similar concepts are strictly prohibited.

This document is being recorded to clarify the Sixth Amendment to Waterstone and Seventh Amendment to Stone Gate Lake Declaration of Covenants, Conditions and Restrictions recorded with the Juneau County Register of Deeds on August 11, 2010 as Document Number 681126 ("Corrected Document"). The Waterstone Declaration of Covenants, Conditions and Restrictions ("Waterstone Restrictions") and Stone Gate Lake Declaration of Covenants, Conditions and Restrictions ("Stone Gate Lake Restrictions") have different requirements for amendment.

Although the Corrected Document made reference to the Waterstone Restrictions in the recitals, it made no attempt to amend or modify the Waterstone Restrictions. The Corrected Document only amended the Stone Gate Lake Restrictions. This document is executed by the Declarant of the Stone Gate Lake Restrictions to clarify that the procedures to Amend the Waterstone Restrictions do not apply to an amendment applicable only to the Stone Gate Lake Restrictions.

IN WITNESS WHEREOF, this Amendment to the Stone Gate Declaration of Covenants, Conditions and Restrictions is executed by the Declarant as of the day and year first written above.

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 through Lot 56 inclusive and Outlots 1, 2, 3, 5, 8 and 10 of Waterstone. Filed on the 7th day of June, 2006 in Volume 11 of Plats at Pages 60-64 as Document Number 650200. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 through Lot 53 inclusive and Outlot 1 through Outlot 7 inclusive of Stone Gate Lake. Filed on the 15th day of April, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 54 of the First Addition to Stone Gate Lake. Filed on the 22nd day of August, 2008 in Volume 12 of Plats at Pages 24 and 25 as Document Number 668110. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 55 through 60 inclusive of the Second Addition to Stone Gate Lake. Filed on the 7th day of January, 2010 in Volume 12 of Plats at Pages 36 and 37 as Document Number 677529. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 61 through 78 inclusive of the Third Addition to Stone Gate Lake. Filed on the 14th day of June, 2010 in Volume 12 of Plats at Pages 41-43 as Document Number 680090. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 79 through 92 inclusive of the Fourth Addition to Stone Gate Lake. Filed on the 16th day of September, 2013 in Volume 12 of Plats at Pages 67-69 as Document Number 700462. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 93 through 110 inclusive of the Fifth Addition to Stone Gate Lake. Filed on the 29th day of May, 2015 in Volume 12 of Plats at Pages 70-72 as Document Number 709198. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 111 through 120 inclusive of the Sixth Addition to Stone Gate Lake. Filed on the 11th day of May, 2017 in Volume 12 of Plats on Pages 80-82 as Document Number 719977. Located in the Town of Germantown, Juneau County, Wisconsin.

EXHIBIT B
LEGAL DESCRIPTION OF THIRD ADDITION TO STONE GATE LAKE

Lots 61 through 78 inclusive of the Third Addition to Stone Gate Lake. Filed on the 14th day of June, 2010 in Volume 12 of Plats at Pages 41-43 as Document Number 680090. Located in the Town of Germantown, Juneau County, Wisconsin.

EXHIBIT C
FINAL PLAT OF THIRD ADDITION TO STONE GATE LAKE SUBDIVISION
(See attached plat as the next page)

ELEVENTH AMENDMENT TO WATERSTONE
AND TWELFTH AMENDMENT TO STONE GATE
LAKE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

DOCUMENT # 727135

RECORDED

August 24, 2016 1:30 PM

STACY D. HAVILL

REGISTER OF DEEDS

JUNEAU CO., WI

FEE AMOUNT: \$30.00

TOTAL PAGES: 16

Document Number

Title of Document

Record this document with the Register of Deeds

Name and Return Address:

Pavloski Development, LLC
N9246 State Road 80
Door 89
Necedah, WI. 54646

(Parcel Identification Number)

**AMENDMENT TO WATERSTONE AND STONE GATE LAKE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Waterstone and Stone Gate Lake Declaration of Covenants, Conditions and Restrictions is made this 24th day of August, 2018.

RECITALS

WHEREAS, the Waterstone Declaration of Covenants, Conditions and Restrictions, as amended (the "Waterstone Restrictions") dated the 12th day of June, 2006, was recorded on the 21st day of June, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 650516; and an Amendment dated the 31st day of October, 2006, was recorded on the 2nd day of November, 2006, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 653781; and an Amendment dated the 29th day of April, 2008, was recorded on the 29th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665919; and the Third Amendment dated the 1st day of September, 2009, was recorded on the 1st day of September, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675324; and the Fourth Amendment dated the 1st day of October, 2009, was recorded on the 16th day of November, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676691; and the Fifth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Sixth Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Seventh Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September, 2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Eighth Amendment dated the 4th day of June, 2015, was recorded on the 11th day of June, 2015, with the Register of Deeds for

Juneau County, Wisconsin, as Document No. 709424; and the Ninth Amendment dated the 12th day of January, 2017, was recorded on the 23rd day of January, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 718483; and the Tenth Amendment dated the 12th day of May, 2017, was recorded on the 5th day of June, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 720336; and

WHEREAS, the Stone Gate Lake Declaration of Covenants, Conditions and Restrictions, as amended (the "Stone Gate Lake Restrictions") dated the 15th day of April, 2008, was recorded on the 15th day of April, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 665652; and the First Amendment dated the 8th day of October, 2008, was recorded on the 15th day of October, 2008, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 669076; and the Second Amendment dated the 12th day of August, 2009, was recorded on the 12th day of August, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 675009; and the Third Amendment dated the 9th day of November, 2009, was recorded on the 2nd day of December, 2009, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 676981; and the Fourth Amendment dated the 8th day of January, 2010, was recorded on the 26th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679245; and the Fifth Amendment dated the 26th day of April, 2010, was recorded on the 27th day of April, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679267; and the Sixth Amendment dated the 1st day of May, 2010, was recorded on the 3rd day of June, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 679888; and the Seventh Amendment dated the 3rd day of August, 2010, was recorded on the 11th day of August, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681126; and the Eighth Amendment dated the 16th day of September, 2013, was recorded on the 18th day of September,

2013, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 700507; and the Ninth Amendment dated the 4th day of June, 2015, was recorded on the 11th day of June, 2015, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 709424; and the Tenth Amendment dated the 12th day of January, 2017, was recorded on the 23rd day of January, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 718483; and the Eleventh Amendment dated the 12th day of May, 2017, was recorded on the 5th day of June, 2017, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 720336; and

WHEREAS, the Waterstone Restrictions and the Stone Gate Lake Restrictions cover all Lots and select Outlots within the Waterstone Subdivision, the Stone Gate Lake Subdivision, the First Addition, Second Addition, Third Addition, Fourth Addition, Fifth Addition and Sixth Addition to Stone Gate Lake Subdivision, all located in the Town of Germantown, Juneau County, Wisconsin, which are legally described on Exhibit A attached hereto and incorporated herein by reference (the "Subject Property"); and

WHEREAS, the first page and Article XXIII of the Waterstone Restrictions provides that the Declarant's Affiliates have the sole right to subject to the Declaration the Expansion Property, other lands acquired by Declarant's Affiliates, and to grant the owners of lots in the Declarant's Affiliates' other developments the right to use certain Outlots located in Waterstone Subdivision; and

WHEREAS, Article XXII of the Stone Gate Lake Restrictions provides that the Successor Declarant has the sole right to amend the Restrictions and to subject to the Declaration additional lands; and

WHEREAS, the Declarant's Affiliate and Successor Declarant desire to submit additional lands to the Stone Gate Lake Restrictions as set forth in this Amendment.

WHEREAS, the Declarant's Affiliate and Successor Declarant desire to amend certain provisions of Article VII of the Stone Gate Lake Restrictions to update the fee schedule by establishing a fine to be levied by the Association and/or Architectural Control Committee if the building permit from the Town is applied for prior to the approval of plans as allowed for therein; and

WHEREAS, the Declarant's Affiliate and Successor Declarant desire to amend certain provisions of Article XII of the Stone Gate Lake Restrictions to allow for the limited storage of trailers; and

WHEREAS, the Declarant's Affiliate and Successor Declarant desire to amend and update certain provisions of Article XIII of the Stone Gate Lake Restrictions to establish a fine to be levied by the Association on behalf of and payable to the Developer for not remedying identified violations of the restrictions on the display and placement of signs; and

NOW, THEREFORE, the Stone Gate Lake Restrictions are hereby amended as follows:

1. The real estate legally described on Exhibit B attached hereto and further depicted on the Final Plat of the Seventh Addition to Stone Gate Lake attached hereto as Exhibit C (the "Seventh Addition") is hereby subject to the terms of the Stone Gate Lake Restrictions. Lot 121 of the Seventh Addition as set forth therein is subject to the Stone Gate Lake Restrictions, and all purchasers of such lot and the successors in interest of any portion of Lot 121 of the Seventh Addition, and each and every conveyance of any portion of Lot 121 of the Seventh Addition will be, subject to such Restrictions.

2. **Article VII – Architectural Control**

The following language shall be added to the end of Article VIII:

- "4. Building permit from the Town of Germantown applied for prior to approval of the house plans by the Architectural Control Committee = \$2,500 fine"

3. **Article XII – Outdoor Storage**

Article XII shall be deleted in its entirety and replaced with the following:

“No on-site un-housed storage will be allowed. Storage of trailers will be allowed for a maximum of three (3) days in any calendar month, provided they are not kept closer than 30 feet from any public road and 10 feet from any property line.”

4. **Article XIII – Signs**

The second paragraph of Article XIII shall be deleted and replaced with the following:

“In the event the Association or Developer provides notice to a Lot owner that they have a prohibited tube style sign or other sign advertising a lot for sale on their property, the Lot owner shall have three (3) days to remove the info tube or sign. If the violation is not corrected within the three (3) day period, the Association or Developer shall have the right to remove the info tube or sign and specially assess the Lot owner a fine of \$500.”

IN WITNESS WHEREOF, this Amendment to the Waterstone Restrictions and Stone Gate Lake Restrictions is executed by the Declarant’s Affiliate and Successor Declarant as of the day and year first written above.

(Signatures appear on the next page following)

This instrument drafted by:
Michael D. Orgeman
Lichtsinn & Haensel, s.c.
111 E. Wisconsin Avenue, Suite 1800
Milwaukee, WI 53202
(414) 276-3400

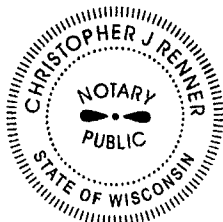
Bear Paw Lake Investments, LLC


By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

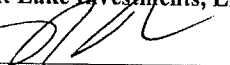
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 24th day of August, 2018, before me appeared Brad Pavloski, Member of Bear Paw Lake Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires: 23 January, 2022

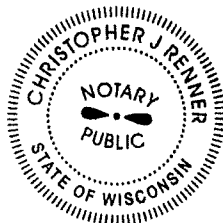
Sand Point Lake Investments, LLC


By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 24th day of August, 2018, before me appeared Brad Pavloski, Member of Sand Point Lake Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires: 23 January, 2022

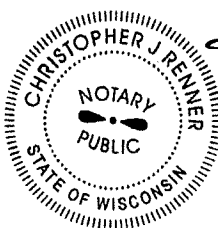
LD Northern Wisconsin Holdings, LLC

By: [Signature]
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 24th day of August, 2018, before me appeared Brad Pavloski, Member of LD Northern Wisconsin Holdings, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



[Signature]
Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires: 23 January, 2022

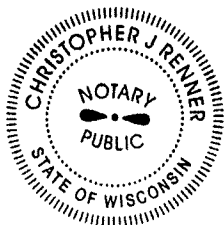
Juneau County Investments, Inc.

By: [Signature]
Brad Pavloski, President

ACKNOWLEDGMENT

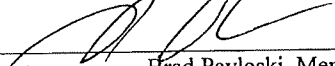
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 24th day of August, 2018, before me appeared Brad Pavloski, President of Juneau County Investments, Inc., a Delaware Corporation, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said corporation by its authority, and said person acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires: 23 January, 2022

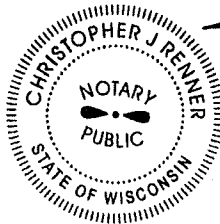
Stone Gate Lake Development, LLC

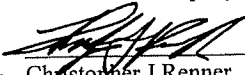
By: 
Brad Pavloski, Member

ACKNOWLEDGMENT


STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 24th day of August, 2018, before me appeared Brad Pavloski, Member of Stone Gate Lake Development, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires: 23 January, 2022

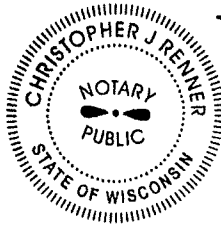
Copper Point Investments, LLC


By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 24th day of August, 2018, before me appeared Brad Pavloski, Member of Copper Point Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires: 23 January, 2022

White House 16th, LLC

By: [Signature]
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 24th day of August, 2018, before me appeared Brad Pavloski, Member of White House 16th, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



[Signature]
Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires: 23 January, 2022

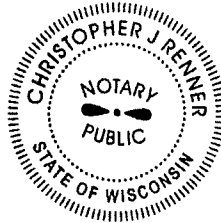
Island Lake at Copper Point, LLC

By: [Signature]
Brad Pavloski, Member

ACKNOWLEDGMENT

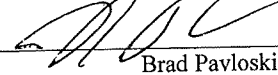
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 24th day of August, 2018, before me appeared Brad Pavloski, Member of Island Lake at Copper Point, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



[Signature]
Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires: 23 January, 2022

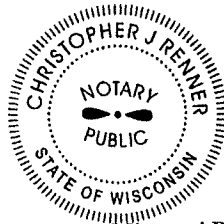
Campfire Lake Investments, LLC

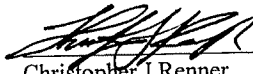
By: 
Brad Pavloski, Member

ACKNOWLEDGMENT

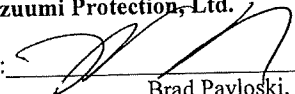
STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 24th day of August, 2018, before me appeared Brad Pavloski, Member of Campfire Lake Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires: 23 January, 2022

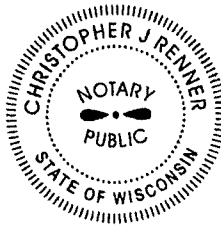
Mizuumi Protection, Ltd.

By: 
Brad Pavloski, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
COUNTY OF JUNEAU)

On this 24th day of August, 2018, before me appeared Brad Pavloski, President of Mizuumi Protection, Ltd., to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.





Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires: 23 January, 2022

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1 through Lot 56 inclusive and Outlots 1, 2, 3, 5, 8 and 10 of Waterstone. Filed on the 7th day of June, 2006 in Volume 11 of Plats at Pages 60-64 as Document Number 650200. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 1 through Lot 53 inclusive and Outlot 1 through Outlot 7 inclusive of Stone Gate Lake. Filed on the 15th day of April, 2008 in Volume 12 of Plats at Pages 16-23 as Document Number 665651. Located in the Town of Germantown, Juneau County, Wisconsin.

Lot 54 of the First Addition to Stone Gate Lake. Filed on the 22nd day of August, 2008 in Volume 12 of Plats at Pages 24 and 25 as Document Number 668110. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 55 through 60 inclusive of the Second Addition to Stone Gate Lake. Filed on the 7th day of January, 2010 in Volume 12 of Plats at Pages 36 and 37 as Document Number 677529. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 61 through 78 inclusive of the Third Addition to Stone Gate Lake. Filed on the 14th day of June, 2010 in Volume 12 of Plats at Pages 41-43 as Document Number 680090. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 79 through 92 inclusive of the Fourth Addition to Stone Gate Lake. Filed on the 16th day of September, 2013 in Volume 12 of Plats at Pages 67-69 as Document Number 700462. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 93 through 110 inclusive of the Fifth Addition to Stone Gate Lake. Filed on the 29th day of May, 2015 in Volume 12 of Plats at Pages 70-72 as Document Number 709198. Located in the Town of Germantown, Juneau County, Wisconsin.

Lots 111 through 120 inclusive of the Sixth Addition to Stone Gate Lake. Filed on the 11th day of May, 2017 in Volume 12 of Plats on Pages 80-82 as Document Number 719977. Located in the Town of Germantown, Juneau County, Wisconsin.

EXHIBIT B
LEGAL DESCRIPTION OF LOT 121 OF SEVENTH ADDITION TO STONE GATE LAKE

Lot 121 of the Seventh Addition to Stone Gate Lake as recorded in Volume 13 of Plats on Pages 7-8 as Document number 727102. Located in the Northeast Quarter of the Southwest Quarter of Section 29, Township 17 North, Range 4 East, Town of Germantown, Juneau County, Wisconsin.

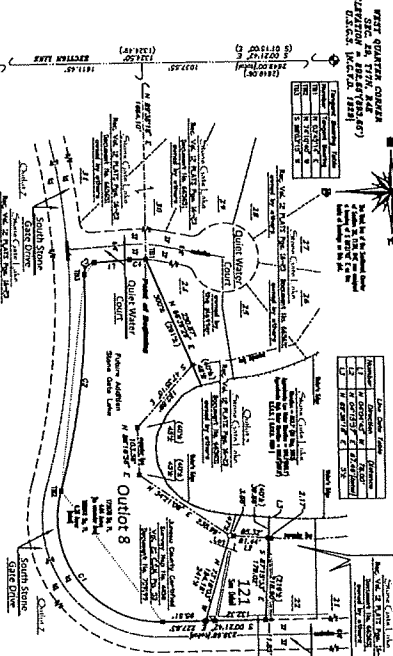
EXHIBIT C
FINAL PLAT OF SEVENTH ADDITION TO STONE GATE LAKE
(See attached Plat as the next page)

These are preliminary plans and are subject to change without notice. The State of Missouri is not responsible for the accuracy of these plans. The State of Missouri is not responsible for the accuracy of these plans.

Phase I Seventh Addition to Stone Gate Lake

A Planned Unit Development

Lot 1 of Adams County Grading Survey Map number 4438 as recorded in Volume 20 of C.S.M. on Page 22 as Document number 70919. Located in the Northwest Quarter of the Southwest Quarter of Section 26, Township 17 North, Range 4 East, Town of Greenbush, Adams County, Missouri.



Lot	Area (Acres)	Owner
1	0.12	Adams County
2	0.12	Adams County
3	0.12	Adams County
4	0.12	Adams County
5	0.12	Adams County
6	0.12	Adams County
7	0.12	Adams County
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11	0.12	Adams County
12	0.12	Adams County
13	0.12	Adams County
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16	0.12	Adams County
17	0.12	Adams County
18	0.12	Adams County
19	0.12	Adams County
20	0.12	Adams County
21	0.12	Adams County
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97	0.12	Adams County
98	0.12	Adams County
99	0.12	Adams County
100	0.12	Adams County

LEGEND

- Easement and/or agreement, shown as follows:
 - 1" = 1" Easement
 - 2" = 2" Easement
 - 3" = 3" Easement
 - 4" = 4" Easement
 - 5" = 5" Easement
 - 6" = 6" Easement
 - 7" = 7" Easement
 - 8" = 8" Easement
 - 9" = 9" Easement
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 - 11" = 11" Easement
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 - 100" = 100" Easement

ADAMS COUNTY REGISTER OF DEEDS

Recorded in Volume 20 of C.S.M. on Page 22 as Document number 70919.

PAULOSKI DEVELOPMENT

1221 S. 10th St., Suite 100, Lincoln, MO 64601

Phone: (417) 533-1111

Fax: (417) 533-1112

