

**Disclosure Documents
for
Spring Brook Falls
Lake Delton, Wisconsin**

**Planned Unit Development
by
Julidar Corporation**



SPRING BROOK FALLS

DISCLOSURE DOCUMENTS

Enclosed are the legal documents that govern the use and enjoyment of your lot within the Spring Brook Falls development.

1. Declaration of Protective Covenants. The Declaration of Protective Covenants, as amended by the First, Second, Third and Fourth Amendments thereto, establishes architectural controls, rules and regulations governing the use and enjoyment of the lots. It also establishes certain common areas for the benefit of the residents of Spring Brook Falls.

2. Memorandum of Development Agreement. The Association has entered into a development agreement with the Village of Lake Delton under which the Association would own and maintain the roads and the Village would own and maintain the sewer and water serving the Development. Excerpts from the development agreement are set forth in the Memorandum of Development Agreement.

3. Articles of Incorporation. The common areas of Spring Brook Falls are to be governed by the Spring Brook Falls Home Owners Association, Inc., a nonprofit corporation, of which each lot owner is automatically a member. Powers, duties and operation of the association are specified in the articles of incorporation.

4. Bylaws. The bylaws contain rules which govern the association and its operations.

5. Rules. The association has adopted rules which govern use of the roadways.

6. Plat. The subdivision plats for Spring Brook Falls, the First Addition to Spring Brook Falls, the Second Addition to Spring Brook Falls, and the Third Addition to Spring Brook Falls are the maps of the subdivision that show the location of the lots, the private roads, the common areas, and the easements that affect the subdivision. These plats have been approved by the Village of Lake Delton and the originals are on file with the Sauk County Registrar's office.

7. Joint Easement Agreement for Footbridge. This document creates an easement allowing a footbridge to exist between the Spring Brook Falls development and lands to the north of Spring Brook Falls.

8. Easements. The Declaration of Cross-Easements, as modified by the Supplements to Declaration of Cross Easements, and the Declaration of Easements (Third Addition to Spring Brook Falls) provide that the owners of lots within Spring Brook Falls can use the private roads that serve the Spring Brook Shores and the Spring Brook Glen developments, and that the owners of lots within these developments can use the private roads within Spring Brook Falls.

9. Management Contracts.

10. Budget.

Section 1

657723

Document No.

000152

DECLARATION OF PROTECTIVE COVENANTS

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD

AT ^{3:15} O'CLOCK ^P M

ON July 17 1997

James L. Handberg
REGISTRAR

*68.00
ck*

Return to: Jesse S. Ishikawa
Michael, Best & Friedrich
P.O. Box 1806
Madison, WI 53701-1806

Parcel Number

000153

DECLARATION OF PROTECTIVE COVENANTS
FOR
SPRING BROOK FALLS

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	STATEMENT OF PURPOSE	1
1.01	General Purpose	1
1.02	Architectural Control	1
ARTICLE II	DEFINITIONS	2
2.01	Affiliate	2
2.02	Association	2
2.03	Committee	2
2.04	Common Areas	2
2.05	Declaration	2
2.06	Developer	2
2.07	Double-Wide Mobile Home	2
2.08	Dwelling	2
2.09	Lot	2
2.10	Modular Home	3
2.11	Outlot	3
2.12	Owner	3
2.13	Prime Rate	3
2.14	Register of Deeds	3
2.15	Subdivision	3
2.16	Village	3
ARTICLE III	ARCHITECTURAL CONTROL COMMITTEE	3
3.01	Establishment, Duties, Membership	3
3.02	Procedure	4
3.03	Standards	5
3.04	Occupancy	5
3.05	Approval of Contractors	5
3.06	Liability of Committee	6
ARTICLE IV	ARCHITECTURAL RESTRICTIONS	6
4.01	Front and Side Yard Requirements	6
4.02	Floor Area Minimums	6
4.03	Roof Pitch	6
4.04	Dwelling Elevations	6
4.05	Dwelling Location	7
4.06	Utilities	7
4.07	Fencing	7
4.08	Garages; Use of Outbuildings	7
4.09	Landscaping	7
4.10	Foundations	8
4.11	Open Space Easement	8
4.12	Construction Deadline	9
4.13	Driveways	9
4.14	Satellite Dishes	9
4.15	Variances	9
4.16	Inspections	9
4.17	Compliance with Codes	9

ARTICLE V	USE RESTRICTIONS	10
5.01	Residential Use Only	10
5.02	Signs	11
5.03	Garbage and Refuse Disposal	11
5.04	Storage	11
5.05	Nuisance Prohibited	12
5.06	Pets and Animals	12
5.07	Basketball Hoops and Other Outdoor Sporting Apparatus	12
ARTICLE VI	ASSOCIATION MEMBERSHIP AND VOTING RIGHTS	12
6.01	Members	12
6.02	Voting Rights	13
ARTICLE VII	COMMON AREAS	13
7.01	Obligations of the Association	13
7.02	Members' Easement of Enjoyment	14
7.03	Extent of Owners' Easements	14
7.04	Delegation of Use	14
7.05	Damage or Destruction of Common Areas by Owner	14
7.06	Conveyance of Common Area to Association	15
7.07	Maintenance of Entryways and Common Areas Conveyed to Association	15
7.08	Acquisition of Additional Common Area	15
ARTICLE VIII	DIVISION OF LOTS BY OWNERS	15
ARTICLE IX	CHARGES AND ASSESSMENTS	16
9.01	General Annual Charge	16
9.02	Special Charges	16
9.03	Collection	16
9.04	Water Service	17
9.05	Sanitary Sewer Service	17
ARTICLE X	MISCELLANEOUS	17
10.01	Terms and Amendment	17
10.02	Enforcement	18
10.03	Severability	18
10.04	Nonforfeiture	18
10.05	Additions to Existing Property	18
10.06	Attorneys' Fees	19

000156

DECLARATION OF PROTECTIVE COVENANTS
FOR
SPRING BROOK FALLS

THIS DECLARATION, made this 14 day of July, 1997, by
JULIDAR CORPORATION ("Developer").

W I T N E S S E T H :

WHEREAS, Developer now owns certain lands in the Village of Lake Delton, Sauk County, Wisconsin (the "Village") which have been platted as "Spring Brook Falls" and which are legally described on Exhibit A attached hereto and made a part hereof (the "Subdivision"); and

WHEREAS, Developer desires to subject the Subdivision to the conditions, restrictions, covenants and reservations set forth below, which shall encumber the Subdivision and each Lot thereof, and shall bind the successors in interest, any owner thereof, and the owner of any interest therein.

NOW, THEREFORE, Developer declares that the Subdivision and each Lot thereof shall be used, held, sold and conveyed subject to the conditions, restrictions, covenants and reservations set forth below, which shall inure to the benefit of and encumber the Subdivision and each Lot thereof, and run with the land, and shall bind the successors in interest, any owner thereof, and the owner of any interest therein.

ARTICLE I

STATEMENT OF PURPOSE

1.01 General Purpose. The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive community; to preserve and maintain the natural beauty of the Subdivision; to insure the most appropriate development and improvement of each Lot; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; to insure the highest and best residential development of the Subdivision; and to encourage and secure the construction of attractive residential structures thereon.

1.02 Architectural Control. No building or other improvement shall be erected, placed or altered on any Lot until its construction plans and specifications shall have been approved in writing by the Committee.

ARTICLE II

DEFINITIONS

The following definitions shall be applicable to this Declaration:

2.01 Affiliate. Any person, association, partnership, corporation, limited liability company or other entity controlled by, or under common control with, Developer.

2.02 Association. The Spring Brook Falls Home Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation, its successors and assigns.

2.03 Committee. The Architectural Control Committee described in Section 3.01(a).

2.04 Common Areas. All real property owned by the Association for the common use and enjoyment of the Owners, which real property shall include lands conveyed to the Association by Developer for the common use of the Owners, including, without limitation, all private streets, private parks and all open space easement areas.

2.05 Declaration. This Declaration of Protective Covenants.

2.06 Developer. Julidar Corporation, its successors and/or assigns. In addition to all other methods of assignment, transfer or succession, the rights granted to the party named as "Developer" in this Declaration may be assigned by a written, recorded instrument to any other party who assumes such rights, and, upon the recording of any such instrument, such assignee shall become, and succeed to, all rights and powers granted to, "Developer" under this Declaration.

2.07 Double-Wide Mobile Home. A vehicle built on a permanent chassis designed to be towed as a single unit or in sections upon a highway by a motor vehicle and equipped and used, or intended to be used, primarily for human habitation, with walls of rigid, uncollapsible construction, which has an overall length in excess of thirty-six (36) feet and an overall width in excess of twenty-four (24) feet.

2.08 Dwelling. The detached single-family dwelling referred to in Section 5.01.

2.09 Lot. A portion of the Subdivision identified as a lot on the recorded Plat of Spring Brook Falls, specifically excluding Outlots.

2.10 Modular Home. A structure, transportable in one or more sections, which is twenty-four (24) feet or more in width or thirty-six (36) feet or more in length, and which is built on a removable dolly and designed to be used as a dwelling.

2.11 Outlot. A portion of the Subdivision identified as an Outlot on the recorded Plat of Spring Brook Falls.

2.12 Owner. The person or persons, including any business organization, having the power to convey the fee simple title to a given Lot.

2.13 Prime Rate. The prime rate, as reported from time to time by the *Wall Street Journal* or, if the *Wall Street Journal* should cease to publish the prime rate, as used or announced from time to time by any national bank selected by Developer and doing business in Sauk County, Wisconsin.

2.14 Register of Deeds. Office of Register of Deeds for Sauk County, Wisconsin.

2.15 Subdivision. The lands described on Exhibit A, as the same may be expanded from time to time pursuant to Section 10.05.

2.16 Village. The Village of Lake Delton, Sauk County, Wisconsin.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

3.01 Establishment, Duties, Membership.

(a) There shall be an Architectural Control Committee, which shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights.

(b) The Committee shall consist of three (3) persons designated by Developer. All members of the Committee shall serve at Developer's pleasure (until such time as Developer no longer owns any Lots in the Subdivision). A majority of the Committee may designate a representative to act for it, in which case such representative shall have and may exercise all of the powers of the Committee until such designation has been revoked by a majority of the Committee. Notwithstanding the foregoing provisions, at such time as Developer no longer owns any Lot subject to this Declaration, Developer and Committee members who are appointees of Developer shall, within thirty

(30) days thereafter, resign from the Committee. Thereafter, the directors of the Association shall elect the members and fill vacancies on the Committee. In the event of any vacancy, Developer shall, within thirty (30) days thereafter, appoint a new member to fill the vacancy on the Committee. A member of the Committee may resign by submitting a written resignation to the address to which submissions to the Committee are to be sent under Section 3.02. For the purpose of this Article, each lot shall constitute a unit having a single vote.

3.02 Procedure. An Owner desiring to construct a Dwelling or otherwise improve a Lot shall submit to the Committee, for its written approval, construction plans and specifications for all improvements, and a plot plan showing the location of all contemplated improvements. The items submitted to the Committee shall include:

- (a) Complete interior and exterior plans for all Dwellings;
- (b) Construction details for all decks, porches, garages, carports, outbuildings, fences, walls and other improvements;
- (c) Description of materials to be used in any Dwelling or improvement;
- (d) A detailed site plan showing the Dwelling footprint, driveway, and location of all other improvements;
- (e) The color scheme of all improvements; and
- (f) Such other materials as the Committee may deem necessary.

All Dwellings shall be Modular Homes or Double-Wide Mobile Homes, and shall be permanently affixed to a concrete foundation, as described in Section 4.10. A submission will not be complete and the thirty (30)-day approval time set forth below shall not commence until all documents required in this Section 3.02 have been submitted. All such submissions shall be to Developer at its principal place of business (or, if Developer ceases to be a member of the Committee, such other member that the Committee may designate). Developer (or such other member) shall then call a meeting of the Committee to consider such plans and specifications. Action of the Committee shall be by majority vote of the Committee members present at such meeting. A tie vote on an issue shall be deemed equivalent to rejection. The Committee, with the unanimous written consent of at least two (2) of its members, may take action

without a meeting. The Committee may approve, disapprove or approve subject to stated conditions the development plans. If the Committee conditionally approves development plans, then the applicant shall be entitled to resubmit such plans. The Committee's decision shall be in writing, signed by two or more Committee members. If the Committee fails to render its decision on the development plans within thirty (30) days of their submission, or upon any resubmitted development plans within fifteen (15) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If such plans are not rejected, then the owner of the Lot shall construct the Improvements in accordance with the submitted documents. All changes to such plans must be resubmitted to, and approved by, the Committee.

3.03 Standards. The Committee shall have the right to reject any plans and specifications or plot plans which, in the judgment and sole opinion of a majority of its members, or the representative of the Committee:

(a) are not in conformity with any of the restrictions set forth in this Declaration; or

(b) are not desirable for aesthetic reasons; or

(c) are not in harmony with buildings located on the surrounding Lots; or

(d) have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons; or

(e) are not in conformity with the general purposes of this Declaration.

3.04 Occupancy. No Dwelling shall be occupied unless it has been approved by the Committee pursuant to Section 3.02 hereof, constructed in accordance with the plans as approved by the Committee, and an occupancy permit has been issued therefor.

3.05 Approval of Contractors. For each Dwelling erected or placed on any Lot subject to this Declaration, the manufacturer of the Dwelling and the prime contractor to be hired for installation of the Dwelling shall be approved in writing by the Committee prior to commencement of any construction. THE COMMITTEE MAY LIMIT THE OWNER'S SELECTION OF A MANUFACTURER AND OF THE PRIME CONTRACTOR TO PARTIES AFFILIATED WITH DEVELOPER.

000161

3.06 Liability of Committee. The Committee and its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

(a) The approval or disapproval of any plans and specifications, whether or not defective;

(b) The construction or performance of any work, whether or not pursuant to approved plans and specifications; or

(c) The development of any property within the Subdivision.

ARTICLE IV

ARCHITECTURAL RESTRICTIONS

4.01 Front and Side Yard Requirements. No Dwelling or any part thereof shall be located closer to the front, side and rear yard Lot lines than the minimum number of feet stated in Exhibit B. Any reasonable variations will be considered for approval by the Committee.

4.02 Floor Area Minimums. Each Dwelling constructed on a Lot shall have a single story and shall have not less than eight hundred sixty-four (864) square feet of finished living space. Open porches, screened porches, patios and attached garages are not to be included as part of the total area. Stair openings shall be included in determining floor area.

4.03 Roof Pitch.

(a) For Modular Homes, the roof pitch must be no less than Two and 95/100 (2.95) inches in every twelve (12) inches.

(b) For Double-Wide Mobile Homes, the roof pitch must be no less than two and 978/1000 (2.978) inches in every twelve (12) inches.

4.04 Dwelling Elevations. All elevations of the Dwelling shall be designed in a consistent and coherent architectural manner. Changes in material, color and/or texture shall occur at points relating to the massing, fenestration and overall design concept of the Dwelling.

4.05 Dwelling Location. All Dwellings should be sited on the Lot to present their most desirable face to the private street serving the same and where possible should be related to Dwellings on adjoining Lots. The Committee may check sight lines based on proposed structure location to minimize the structure's obstruction of views from neighboring Lots.

4.06 Utilities. All utilities serving any Dwelling or site shall be underground. No Dwelling or other improvement, or trees shall be erected, placed or planted within any utility easement.

4.07 Fencing. Fences shall not be allowed, except for split-rail decorative fences, without the prior written consent of the Committee.

4.08 Garages; Use of Outbuildings. All garages and carports shall have space for no more than two (2) cars. Except for one (1) garage and/or one (1) carport (which shall accommodate no more than two (2) cars) and one (1) wooden or vinyl-sided storage shed per Lot (which in the aggregate shall cover no more than eighty (80) square feet of floor area and which shall be subject to approval by the Committee), no trailer, treehouse, shack, barn or outbuilding, or any part thereof, shall be erected or permitted to remain on any Lot, temporarily or permanently.

4.09 Landscaping. The following guidelines shall be followed in order to preserve the natural environment of the Subdivision:

(a) No planting shall be permitted within an easement which may damage or interfere with the installation and maintenance of utilities or which may alter the direction or impede the flow of surface water in drainage channels within the easement.

(b) No Owner shall grade or obstruct any swale or drainage way whether in an easement or not which is in existence at the time of construction so as to impede the flow of surface water from other Lots through such swale or drainage way. The elevation of a Lot shall not be changed so as to materially affect the surface elevation, grade, or drainage pattern of the surrounding Lots. Each Owner shall be responsible for constructing all buildings on such Owner's Lot in a manner that protects the same from stormwater runoff. Any modification to drainage patterns shall be approved by the Committee and the Village of Lake Delton Engineer.

(c) Due to the wooded nature of the Subdivision, the following guidelines shall be followed to help preserve the maximum number of mature healthy trees on each Lot:

(i) Trees which have a good chance of long-term survival should be selected. The Owner should consider tree species, age, projected lifespan, susceptibility to disease, etc.

(ii) The Owner should consider construction requirements to save only those trees which have a good chance of survival, and should avoid crowding several trees in hopes of miraculous survival. The Owner should pick the good trees that can be well-protected and remove the marginal ones prior to construction.

(iii) The Owner should provide protection during construction to protect tops and root zones from grading, trenching, filling, compaction by vehicle traffic and erosion. This should include fenced construction limits, erosion control, and immediate removal of excess excavated materials.

(iv) The Owner should provide good tree care, including careful removal of unwanted trees, trimming of those to be kept, and fertilization appropriate to the timing, of possible construction damage.

(v) Unless otherwise approved in writing by the Committee, no healthy, mature trees may be removed except those that are within ten feet of the Dwelling footprint or are required to be removed in order to install the Dwelling.

4.10 Foundations. All Dwellings shall be built on, and permanently affixed to foundations that shall be acceptable to the Committee and shall comply with all applicable building codes and construction standards promulgated by federal, state or local authorities.

4.11 Open Space Easement. With respect to areas marked "Open Space Easement" on the plat of the Subdivision, the following requirements shall apply:

(a) no Dwelling shall be located within such easement;

000164

(b) no accessory building or structures (storage sheds, decks, swimming pools, etc.) except for free-standing children's play apparatus (such as swingsets) shall be located within such easement; and

(c) no grading, filling, landscaping, gardening or similar activity (other than lawn maintenance) is permitted within such easement.

4.12 Construction Deadline. Each Lot shall be improved with a completed Dwelling within two (2) years from the date of initial sale of the same by Developer, except for delays in completion due to strike, war, or act of God. Developer shall have the option to repurchase the Lot from the Owner for the price paid by Owner to Developer should the Lot not be so improved within such time period. Such option, if exercised, must be exercised within three (3) years of the initial sale of the same by Developer.

4.13 Driveways. All driveways from the garage to the street shall be paved with bituminous concrete (asphalt) or concrete (cement) within one (1) year of occupancy or upon completion of construction, whichever comes first, unless winter weather conditions restrict the Owner's ability to complete such construction. All driveways shall have sufficient space to allow for parking of no fewer than two cars.

4.14 Satellite Dishes. Satellite dishes with a diameter of greater than one (1) meter shall not be allowed.

4.15 Variances. The Committee is authorized to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration and where strict application of the provision would result in a particular hardship to the person seeking the variance.

4.16 Inspections. The Committee and its designated representatives shall have the right to inspect the construction of any improvements to any Lot, without notice and during regular business hours, to ensure that all construction is performed in accordance with the plans and specifications previously approved by the Committee.

4.17 Compliance with Codes. Each Owner shall be responsible for ensuring that each Dwelling and all construction by the Owner upon each Lot shall comply with all applicable building and zoning codes.

ARTICLE V

USE RESTRICTIONS

5.01 Residential Use Only. Each Lot shall be used for residential purposes only.. No structures shall be erected, altered, placed or permitted to remain on any Lot or part thereof other than one detached single-family dwelling (the "Dwelling"), not to exceed two (2) stories in height, and a garage and/or carport and shed meeting the requirements of Section 4.08, above. Except as provided below, no business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Dwelling.

(a) The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit an Owner from:

(i) maintaining his or her personal professional library in his or her Dwelling;

(ii) keeping his or her personal business or professional records or accounts in his or her Dwelling;

(iii) handling his or her personal or business records or accounts in his or her Dwelling;

(iv) handling his or her personal business or professional telephone calls or correspondence from his or her Dwelling; or

(v) renting such Dwelling on a daily basis, for such use as may be consistent with this paragraph and within such rules and regulations as may be formulated from time to time by the Association.

Nothing in this subsection (a) shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

(b) The foregoing restrictions as to residence and use shall not be construed in such manner as to prohibit:

(i) the establishment and maintenance of an office by Developer, its agents or assigns, for the purpose of initial sales of Lots by Developer; or

(ii) the establishment and maintenance of an office by the Association for the purpose of conducting the affairs of the Association.

5.02 Signs. No sign of any kind shall be displayed to the public view on any Lot except:

(a) one (1) professional sign of not more than six (6) square feet advertising the Lot for sale during the hours of open house showings only;

(b) signs provided and allowed exclusively by Developer for builders or licensed real estate brokers during the initial construction and sales period;

(c) after the initial construction and sales period has ended, one (1) professional sign of not more than six (6) square feet advertising the Dwelling for sale; and

(d) one (1) sign of no more than one (1) square foot identifying the family that owns the Lot or the residence name.

Developer reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Subdivision and to erect appropriate signage for the sales of Lots.

5.03 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers. No Outlots shall be used for dumping. All rubbish, trash, garbage and waste shall be kept either inside the Owner's Dwelling or in animal-proof containers outside the Dwelling that are screened from public view. The Association (as defined in Section 6.01, below) shall own and maintain on the Common Area trash dumpsters for the benefit of the Association and shall pay for trash removal from the dumpsters. The dumpsters shall be used for household waste only and shall not be used for hazardous or toxic wastes or for construction debris, grass clippings, leaves, weeds or other yard waste. Each Owner shall comply with any program the Association may institute for the recycling of cans, glass, newspapers or other recyclable materials.

5.04 Storage. No parking shall be allowed upon any of the private streets in the Subdivision. The storage of boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles or any other recreational vehicles upon a Lot for more than three (3) consecutive days at a time is prohibited unless kept inside a garage or carport, or unless they are moved no less frequently than

once every three (3) days. This shall not prohibit the temporary parking of such vehicles for the purpose of loading and unloading. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Committee. Nothing set forth in this Section 5.04 shall prohibit temporary storage of moving vehicles for the purpose of loading or unloading for a period of more than eight (8) hours. No cars or other equipment may be parked on any yard at any time.

5.05 Nuisance Prohibited. No, noxious or offensive trade or activity shall be carried on which may be or will become a nuisance to the neighborhood. All areas of the Lot not used as a building site or lawn or under cultivation (such as a flower garden) shall be so cultivated or tended as to be kept free from noxious weeds. The Owner of each Lot shall be responsible for maintaining the Lot in a neat appearance.

5.06 Pets and Animals. A maximum of two (2) uncaged domestic animals (dogs and cats) may be housed in the Dwelling. Animals kept in cages or in fish tanks shall not count toward this maximum. No pit bulls or Rottweilers shall be allowed within the Subdivision. No commercial boarding shall be allowed. Kennels shall be inside the Dwelling unless otherwise approved by the Committee. All animals shall be kept on leashes when outside and their owners shall clean up after them.

5.07 Basketball Hoops and Other Outdoor Sporting Apparatus. No basketball hoops, volleyball nets, horseshoe pits, tetherball poles or any other outdoor sporting apparatus shall be erected on any Lot, either permanently or temporarily, without the approval of the Committee.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

6.01 Members. Every Owner in fee simple of a Lot shall automatically be deemed to be a member of the Spring Brook Falls Home Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation (which together with its successors and assigns, is referred to herein as the "Association"). Land contract vendees

and not land contract vendors shall be members of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

6.02 Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners of Lots, with the exception of Developer. Class A members shall be entitled to one vote for each such Lot owned. When more than one person holds any interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B members shall be Developer. The Class B member shall be entitled to three (3) votes for each lot owned. The Class B membership shall terminate and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

(i) Developer shall have notified the Board of Directors of the Association in writing that no further properties will be brought within the jurisdiction of the Association by the recording of amended or supplemental declarations under Section 10.05 and the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or

(ii) on the thirtieth (30th) anniversary of the date this Declaration is recorded.

ARTICLE VII

COMMON AREAS

7.01 Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for enforcing this Declaration and for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto, if any), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall be governed in accordance with the Association's articles and bylaws.

7.02 Members' Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right to easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot; and every Member shall have a right of enjoyment in the Common Areas.

7.03 Extent of Owners' Easements. The Owners' easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to establish reasonable rules regulating use of the Common Areas;

(b) the right of the Association (or Developer, so long as Developer owns one or more Lots in the Subdivision) to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility, or to any private party, as open space, rights-of-way, easement area, parklands or recreational space, so long as such dedication or transfer is subject to the nonexclusive right of members of the Association to continued use of the Common Areas so dedicated or transferred; and

(c) the right of Developer (so long as Developer or its Affiliates owns one or more Lots in the Subdivision or any of the lands more particularly described on Exhibit C attached hereto and made a part hereof) to grant to the owners of units within the Spring Brook Glen Condominium and to the owners or occupants of lands owned by Developer or its Affiliates located in the Village of Lake Delton and more particularly described on Exhibit C the nonexclusive right, in common with members of the Association, to use any portion of the Common Areas to the same extent the Common Areas may be used by the members of the Association. Developer hereby reserves, for Developer's benefit, an easement over that portion of Outlot Seven (7) to allow, in perpetuity, the footbridge crossing the west fork of Spring Brook to continue to be located upon such Outlot.

7.04 Delegation of Use. Any Owner may delegate his or her right of enjoyment to the Common Areas and facilities to the members of his or her family and to his or her guests subject to such general regulations as may be established from time to time by the Association.

7.05 Damage or Destruction of Common Areas by Owner. In the event any Common Area is damaged or destroyed by an Owner or any of his or her guests, tenants, licensees, agents or member of his or her family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original

plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a special assessment upon the Lot of said Owner.

7.06 Conveyance of Common Area to Association. Developer covenants that it will convey to the Association as and for Common Area those portions of the Subdivision identified on Exhibit D attached hereto and made a part hereof.

7.07 Maintenance of Entryways and Common Areas Conveyed to Association. The Association shall be responsible for maintenance of any and all landscaping and vegetation growing within any Common Area, for snow plowing any private streets and walkways within the Subdivision, and for maintaining and repairing any private streets or walkways within the Subdivision. The Association's obligations to snow plow, maintain or repair private streets may be transferred to the Village of Lake Delton should ownership of the private streets be transferred under Section 7.08, below, to the Village.

7.08 Acquisition of Additional Common Area. The Association may acquire (by gift, purchase or otherwise) and improve additional real property as and for Common Area upon approval by the Class B member and by a two-thirds majority of the Class A members at a meeting of the Association duly called. Furthermore, the Association shall have the right, upon approval by the Class B member and by a two-thirds majority of the Class A members at a duly-called meeting of the Association, to enter into an agreement with the Village of Lake Delton under which the Village would acquire ownership of the private streets serving the Subdivision.

ARTICLE VIII

DIVISION OF LOTS BY OWNERS

No Lot located within the Subdivision shall be further divided or reduced in size without the prior written approval of the Committee. In no instance shall such division create a parcel which is not developable in compliance with this Declaration or which would violate any applicable state or local laws, ordinances or regulations regulating the subdivision of lands.

ARTICLE IX

CHARGES AND ASSESSMENTS

9.01 General Annual Charge. All Lots shall be subject to general annual charges, which may be determined and assessed annually by the Association, solely for the purpose of defraying the pre-litigation and litigation related costs and expenses (including actual attorneys' fees) of the Association in carrying out its stated purposes and functions and for maintaining and improving the Common Area. The general charge shall be sufficient to raise an amount which, in the reasonable judgment of the Association, may be required for the ensuing calendar year (including interest costs) and shall be divided and levied among all the Lots equally. Such charges shall be paid annually to the Association on or before March 1 of each year. Lots owned by Developer shall not be subject to general annual charges until conveyed to a party other than Developer.

9.02 Special Charges. All Lots shall be subject to special charges, which may be determined and assessed by the Association for the expenses described in Section 9.01 for which the general annual charges are inadequate.

9.03 Collection. The right to collect or enforce the collection of charges is hereby exclusively delegated to the Association. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of ownership. All charges which are unpaid when due shall from such date become and remain a lien upon the Lot until paid, with interest thereon from the due date of four percent (4%) per annum in excess of the Prime Rate until paid in full. The Association shall have the sole right to bring any and all actions and proceedings for the collection of the charges and the enforcements of liens therefor. Any liens securing unpaid charges arising by virtue of this Article IX shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such liens. Nothing herein contained shall present or impede the collection of lawful charges, taxes or similar charges by the Village of Lake Delton. The Association may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lot. Any such foreclosure action may be brought, at the Association's election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wisconsin Statutes, to the extent said section is applicable. The Association shall, upon the written request of an owner or purchaser of any Lot, issue a

Certificate of Status of Lien. If an attorney is retained to enforce any such delinquent charge, reasonable attorney's fees, title charges and court costs and other costs incurred shall be added to and become a part of such charge.

9.04 Water Service. Developer hereby discloses to all potential Owners that the Village of Lake Delton may in the future require that all Dwellings in the Subdivision be connected to the Village's water system and equipped with water meters. Each Owner, by acceptance of a deed to a Lot, agrees to pay for any special assessments or connection fees levied or charged in connection with the extension of such water service, including, without limitation, the cost of any water meter or other equipment installed to serve the Dwelling located on such Lot and the cost of installation of the same.

9.05 Sanitary Sewer Service. Each Dwelling shall be served by public sanitary sewer service. Each Owner, by acceptance of a deed to a Lot, agrees to pay for any hookup or connection fees or special assessments levied or charged in connection with the connection of such Owner's Lot to such sanitary sewer service.

ARTICLE X

MISCELLANEOUS

10.01 Terms and Amendment. Unless amended as provided herein, this Declaration shall run with the land and shall be binding upon all persons claiming an interest in a Lot, or through Developer for a period of thirty (30) years from the date this Declaration is initially recorded. Until all of the Lots subject to this Declaration have been sold by Developer, and until Developer owns no interest in any of the property described on Exhibit C, this Declaration may be amended by the recording of a written instrument executed by or on behalf of all the following: (1) Developer and (2) the Owners of at least seventy-five percent (75%) of the Lots subject to this Declaration. Thereafter until the termination of this Declaration, this Declaration may be amended by the recording of an instrument executed by the Owners of at least seventy-five percent (75%) of the Lots subject hereto. After the expiration of the initial term of this Declaration, this Declaration (as presently written or as so amended) shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by the Owners of at least sixty percent (60%) of the Lots subject hereto has been recorded to terminate or amend the same in whole or in part. In ascertaining the number of Owners assenting to any such instrument, persons, including any business organizations, having the power to convey the fee simple title in a given Lot shall constitute a unit having a single vote.

10.02 Enforcement. The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with Association of a petition by any person who shall be an owner of a Lot subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. (Nothing herein shall be deemed to limit the rights of the Village of Lake Delton to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration.) Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and in the event the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter such petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessment under Section 9.01), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be an Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and secondly to the owners of the Lots damaged by the violation pro rata. Notwithstanding the foregoing, Developer, so long as it owns any Lot, shall have the right to initiate any legal action to enforce the provisions of this Declaration without first petitioning the Association.

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

10.04 Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Lot in the Subdivision.

10.05 Additions to Existing Property. Developer, its successors and assigns shall have the right, but shall not be obligated, to bring within and subject to this Declaration, at such times and in such stages as Developer in its sole discretion shall

000176

EXHIBIT A

LEGAL DESCRIPTION OF SUBDIVISION

Lots One (1) through Twenty-Three (23), inclusive, and Outlots One (1) through Eight (8), inclusive, Spring Brook Falls, in the Village of Lake Delton, Wisconsin.

000177

EXHIBIT B

SETBACK REQUIREMENTS FOR LOTS

From the Roadway: Twelve Feet
From Side and Rear Lot Lines: Eight Feet

000178

EXHIBIT C
POSSIBLE EXPANSION AREA
AS GIVEN BY
MSA PROFESSIONAL SERVICES, INC.

1. Lands owned by Julidar Corporation

JULIDAR CORPORATION PROPERTY DESCRIPTION

A parcel of land located in the west one-half of Section 17, and the NW1/4-NW1/4 of Section 20 T13N, R6E, Village of Lake Delton, Sauk County, Wisconsin, which is bounded by a line described as follows:

Beginning at the northwest corner of said Section 17; thence S88°58'07"E, 2592.18 feet along the north line of said section; thence S00°00'35"E, 686.07 feet to the westerly right-of-way of Interstate 90-94; thence S16°28'53"W, 1358.51 feet along said right-of-way; thence N89°08'49"W, 914.27 feet; thence S00°06'14"W, 666.16 feet; thence S89°12'24"E, 719.44 feet to said westerly right-of-way of Interstate 90-94; thence S16°28'53"W, 2983.71 feet along said right-of-way; thence along the arc of a curve, concave to the southeast, a radius of 2954.93 feet, (the chord of which bears S15°39'17"W, 85.26 feet) a distance of 85.26 feet to a meander corner which is 96.04 feet, northerly from the center of "Blass Lake Channel" stream; thence along a meander line the following course, thence N71°50'50"W, 381.46 feet to a point 120.79 feet from said centerline; thence N54°02'07"W, 4140.05 feet to a point 90.10 feet from said centerline; thence N25°00'00"W, 51.24 feet; thence N88°46'34" W, 583.22 feet along the last meander line to a point 56.15 feet north of said stream centerline; thence N00°01'10"E, 2639.96 feet along the west section line to the west one-quarter corner of said section; thence N00°12'54"E, 2669.96 feet to the point of beginning.

Excepting from the following description, lands recorded as Spring Brook Glen Condominium Campground, Phase I and II, containing 17.46 acres of land more or less and subject to easements of record.

Said parcel contains 221.19 acres, more or less, and is subject to all easements, rights-of-way of record, and all utilities. Said parcel includes all the lands lying between the centerline of Blass Lake Channel and the meander line.

The above property description includes all of the following Village of Lake Delton Tax Parcel No.s
146-0147-22100, 146-0147-22101, 146-0147-22200, 146-0147-22300, 146-0147-22400, 146-0147-23100, 146-0147-23200, 146-0147-23300

PLANNED UNIT DEVELOPMENT DESCRIPTION

A parcel of land located in the NW1/4-NW1/4 of Section 20, T13N, R6E, Village of Lake Delton, Sauk county, Wisconsin, which is bounded by a line described as follows;

Commencing at the north west corner of said Section 20; thence S00°36'07"E, 116.95 feet along

000179

the west section line to the point of beginning on a meander line 60.80 feet south of the centerline of a stream of the "Blass Lake Channel";

thence along the meander line the following courses; S88°25' 33"E, 367.94 feet to a point 76.40 feet south of said stream; thence S64°49'34"E, 70.84 feet to a point 108.54 feet southwesterly of said stream; thence S42°15' 23" E, 61.25 feet to a point 79.61 feet southwesterly of said stream; thence S53°50' 35"E, 270.66 feet to a point 49.54 feet southwesterly of said stream; thence S45°00' 20"E, 130.92 feet to a point 106.06 feet southerly of said stream; thence S82°47' 28"E, 126.92 feet; thence S79°28' 56"E, 147.45 feet to a point on the end of the meander line, 101.60 feet from the said stream; thence along the arc of a curve concave to the southeast, a radius of 2964.93 feet (the chord of which bears S06°03' 18"W, 511.39 feet) a distance of 512.03 feet along the west right-of-way of Interstate 90-94; thence N88°25' 33"W, 1033.90 feet; thence N00°36' 07"W, 884.84 feet to the point of beginning.

Excepting from the above description the following lands, The Plat of Spring Brook Falls, which is bounded by a line described as follows:

Commencing at the northwest corner of Section 20, T13N, R6E; thence S00°36' 07"E, 116.95 feet along the west line of the northwest one-quarter line of said Section 20; thence S88°25' 33"E, 18.16 feet to a point on the right-of-way of Birchwood Road which is the point of beginning;

thence the following courses and distances along a meander line for Outlot #7 of this plat, S88°25' 33"E, 367.94 feet; thence S64°49' 34"E, 70.84 feet to the end of said meander line for Outlot #7 (Outlot #7 includes all land between the meander line and the centerline of an intermittent unnamed stream); thence the following courses and distances along a meander line for Outlots #3 and #6 of this plat, S42°17' 34" E, 61.44 feet; thence S53°50' 35"E, 195.47 feet to the end of said meander lines for Outlots #3 and #6 (Outlots #3 and #6 include all land lying between the meander line and the high water mark of Spring Brook); thence S36°09' 25"W, 156.05 feet; thence N53°50' 35"W, 33.96 feet; thence S36°09' 25"W, 226.00 feet; thence N53°50' 35"W, 10.95 feet; thence S36°09' 25"W, 220.00 feet; thence N53°50' 35"W, 21.98 feet; thence S38°35' 55"W, 111.34 feet; thence N74°50' 43"W, 77.77 feet; thence N69°19' 36"W, 80.26 feet; thence N00°11' 15"W, 686.00 feet; along the right-of-way of Birchwood Road to the point of beginning.

Said parcel contains 11.16 Acres of land, more or less, and includes all lands between said meander line and the center of the stream. Said parcel is subject to all easements, rights-of-way of record and all utilities.

The above property description includes all of the following Village of Lake Delton Tax Parcel No.s
146-0147-52200.

000180

2. Lands owned by Atwood

DESCRIPTION OF PROPERTY OWNED BY BARBARA ATWOOD(HAWES)

A parcel of land located in the NW1/4 and the NW1/4-SW1/4 of Section 20, T13N, R6E, Village of Lake Delton, Sauk County, Wisconsin, which is described as follows:

That part of the Northwest Quarter of the Southwest Quarter (NW1/4-SW1/4) lying North of the Highway and the West half of the Northwest Quarter (W1/2-NW1/4), except the North 30 acres thereof; all in Section 20, Township 13 North, Range 6 East.

Subject to all recorded electric line easements and lands taken for Highway purposes and excluded by I-90-94, more particularly described in Volume 278 Deeds, Page 638; also subject to flowage rights for the maintenance of Lake Blass, recorded in Volume 136 Deeds, Page 168. Said parcel contains 7.95 acres more or less.

The above property description includes all of the following Village of Lake Delton Tax Parcel No.s
146-0147-52201.

Note: These lands are not currently owned by Developer or Developer's Affiliates.

3. Lands owned by Hanson

DESCRIPTION OF PROPERTY OWNED BY ROBERT AND PAULINE HANSON

A parcel of land located in the SE1/4-NW1/4 of Section 17, T13N, R6E, Village of Lake Delton, Sauk County, Wisconsin, which is bounded by a line described as follows:

Commencing at the west one-quarter corner of said Section 17; thence S89°12' 24"E, 1301.23 feet to the southwest corner of said SE1/4-NW1/4, said point also being the point of beginning;

thence N00°06' 14"E, 666.16; thence S89°08' 49"E, 914.27 feet to the westerly right-of-way of Interstate 90-94; thence S16°28' 53"W, 694.64 feet along said right-of-way; thence N89° 12' 24"W, 719.44 feet to the point of beginning.

Said parcel contains 12.48 acres, more or less, and is subject to all easements, rights-of-way of record, and all utilities.

The above property description includes all of the following Village of Lake Delton Tax Parcel No.s
146-0147-22401.

Note: These lands are not currently owned by Developer or Developer's Affiliates.

000181

EXHIBIT D

PROPERTY TO BE USED AS COMMON AREAS

Outlot One (1), Outlot Two (2), Outlot Three (3), Outlot Four (4), Outlot Five (5), Outlot Six (6), Outlot Seven (7) and Outlot Eight (8).

682325

Document No.

000161

FIRST AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD

AT 2:40 O'CLOCK P.M.

ON Aug 11 1998
Jesse S. Ishikawa
REGISTRAR

16.2

THIS FIRST AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS (the "Amendment") is
executed this 31 day of July, 1998, by JULIDAR
CORPORATION ("Developer").

Return to:
Jesse S. Ishikawa
Reinhart, Boerner, Van Deuren, Norris &
Rieselbach, s.c.
P.O. Box 2020
Madison, WI 53701-2020

RECITALS

See Attached Exhibit A

Parcel Number

A. Developer caused to be recorded a Declaration of Protective Covenants dated July 14, 1997 and recorded July 17, 1997 with the Sauk County Registrar's office as document number 657723 (the "Declaration"). The Declaration affects title to Lots One (1) through Twenty-Three (23), inclusive, and Outlots One (1) through Eight (8), inclusive, Spring Brook Falls in the Village of Lake Delton, Wisconsin.

B. Developer desires, pursuant to Section 10.05 of the Declaration, to amend the Declaration in accordance with the terms of this Amendment.

NOW THEREFORE, Developer hereby amends the Declaration as follows:

1. Exhibit A to the Declaration is hereby amended to add thereto, and Exhibit C to the Declaration is hereby amended to exclude therefrom, Lots 24 through 47, inclusive, and Outlots 9 through 16, First Addition to Spring Brook Falls, in the Village of Lake Delton, Wisconsin. Each such lot shall be a "Lot" for all purposes under the Declaration, and each such outlot shall be an "Outlot" for all purposes under the Declaration.

2. Developer covenants and agrees to convey to the Association title to Outlots 10, 11, 12, 13, 15 and 16, as and for Common Area. Developer may, at its option, convey Outlot 9 and Outlot 14 to adjoining landowners.

000164

EXHIBIT A

Tax Parcel Numbers:

Lots 1-23:

146-1053-40100	146-1053-41100	146-1053-42100
146-1053-40200	146-1053-41200	146-1053-42200
146-1053-40300	146-1053-41300	146-1053-42300
146-1053-40400	146-1053-41400	
146-1053-40500	146-1053-41500	
146-1053-40600	146-1053-41600	
146-1053-40700	146-1053-41700	
146-1053-40800	146-1053-41800	
146-1053-40900	146-1053-41900	
146-1053-40100	146-1053-42000	

Outlots 1-8:

146-1053-42400

Outlots 9-16:

146-0147-52200 (Part)
146-0147-52201 (Part)

682326

Document No.

000165

SECOND AMENDMENT TO PROTECTIVE COVENANTS

**REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD**

AT 2:40 O'CLOCK P M

ON Aug 11 1998

Kenneth R. Kadenoff
REGISTRAR

*20.00
dk*

THIS SECOND AMENDMENT TO DECLARATION (the "Amendment") is executed this 31 day of July, 1998, by JULIDAR CORPORATION ("Developer") and by those persons signing below (collectively the "Owners").

Return to:
Jesse S. Ishikawa
Reinhart, Boerner, Van Deuren, Norris &
Rieselbach, s.c.
P.O. Box 2020
Madison, WI 53701-2020

RECITALS

See Attached Exhibit A

Parcel Number

A. Developer caused to be recorded a Declaration of Protective Covenants dated July 14, 1997 and recorded July 17, 1997 with the Sauk County Registrar's office as document number 657727, and an amendment thereto (the "Declaration"). The Declaration as amended affects title to Lots One (1) through Twenty-Three (23), inclusive, and Outlots One (1) through Eight (8), inclusive, Spring Brook Falls, and Lots Twenty-Four (24) through Forty-Seven (47) and Outlot Nine (9) through Sixteen (16), First Addition to Spring Brook Falls, in the Village of Lake Delton, Wisconsin.

B. Developer and the Owners together own at least seventy-five percent (75%) of the lots subject to the Declaration.

C. Developer and the Owners desire, pursuant to Section 10.01 of the Declaration, to amend the Declaration in accordance with the terms of this Amendment.

NOW THEREFORE, Developer and the Owners do hereby amend the Declaration as follows:

1. Section 4.05 of the Declaration is hereby amended to read, in its entirety:

4.05 Dwelling Location. All Dwellings, where possible, shall be related to Dwellings on adjoining Lots. The Committee may check sight

000168

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage against certain lots within the Subdivision, does hereby consent to all of the terms and conditions of the foregoing Amendment.

Dated this 31 day of JULY, 1998.

BANK OF WISCONSIN DELLS

By: Gary L. Gilliland
Gary L. Gilliland, President

Attest: [Signature]
Name: ROBERT NYGAARD
Title: CASHIER

000170

EXHIBIT A

Tax Parcel Numbers:

Lots 1-23:

146-1053-40100	146-1053-41100	146-1053-42100
146-1053-40200	146-1053-41200	146-1053-42200
146-1053-40300	146-1053-41300	146-1053-42300
146-1053-40400	146-1053-41400	
146-1053-40500	146-1053-41500	
146-1053-40600	146-1053-41600	
146-1053-40700	146-1053-41700	
146-1053-40800	146-1053-41800	
146-1053-40900	146-1053-41900	
146-1053-40100	146-1053-42000	

Outlots 1-8:

146-1053-42400

Outlots 9-16:

146-0147-52200 (Part)
146-0147-52201 (Part)

711491
Document Number

Document Title

000125

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD

AT 1:45 O'CLOCK PM

ON Aug. 24 1999

James R. Geady
REGISTRAR

Recording Area

2200
CK's

Name and Return Address

TITLE CONSULTANTS, INC.
P.O. BOX 886
PORTAGE, WI 53901

Parcel Identification Number (PIN)

THIS DOCUMENT IS RE-RECORDED TO CORRECT
A TYPGRAPHICAL ERROR AT THE BOTTOM OF
PAGE 1.

THIS DOCUMENT IS RE-RECORDED AT THE DIRECTION OF
GLORIA M. KIRKING OF TITLE CONSULTANTS, INC.

Gloria M. Kirking

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

000284

711150

000126

Document No.

THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

This document is being re-recorded to correct the typographical error at the bottom of this page.

THIS THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS (the "Amendment") is executed this 18 day of August, 1999, by JULIDAR CORPORATION ("Developer").

RECITALS

A. Developer caused to be recorded a Declaration of Protective Covenants dated July 14, 1997 and recorded July 17, 1997 with the Sauk County Registrar's office as document number 657723 affecting title to Lots One (1) through Twenty-Three (23), inclusive, and Outlots One (1) through Eight (8), inclusive, Spring Brook Falls in the Village of Lake Delton, Wisconsin.

B. Developer caused to be recorded a First Amendment to Declaration of Protective Covenants dated July 31, 1998 with the Sauk County Registrar's office as document number 682325. Said amendment subjected Lots Twenty-Four (24) through Forty-Seven (47), inclusive, and Outlots Nine (9) through Sixteen (16), inclusive, First Addition to Spring Brook Falls, in the Village of Lake Delton, Wisconsin, to the terms of the declaration referred to in A., above.

C. Developer caused to be recorded a Second Amendment to Declaration of Protective Covenants dated July 31, 1998 with the Sauk County Registrar's office as document number 682326.

D. Said declaration, as amended by said first and second amendments, is referred to herein as the "XXXXXX" "Amendment." "Declaration"

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD

AT 2:00 O'CLOCK P M

ON Aug 18 19 99

REGISTRAR

20.00
dk

Return to:
Jesse S. Ishikawa
Reinhart, Boerner, Van Deuren, Norris &
Rieselbach, s.c.
P.O. Box 2020
Madison, WI 53701-2020

TC,
POB 886
Portage 53901

See Attached Exhibit A

Parcel Number

E. Developer desires, pursuant to Section 10.05 of the Declaration, to amend the Declaration in accordance with the terms of this Amendment.

NOW THEREFORE, Developer hereby amends the Declaration as follows:

1. Exhibit A to the Declaration is hereby amended to add thereto, and Exhibit C to the Declaration is hereby amended to exclude therefrom, Lots 48 through 57, inclusive, and Outlots 17, 18 and 19, Second Addition to Spring Brook Falls, in the Village of Lake Delton, Wisconsin. Each such lot (individually a "New Lot" and collectively the "New Lots") shall be a "Lot" for all purposes under the Declaration, and each such outlot shall be an "Outlot" for all purposes under the Declaration, and shall be subject to all of the terms and conditions of the Declaration, except as follows:

(a) Notwithstanding Section 4.08 of the Declaration, all garages for the New Lots may have space for up to three (3) cars; however, any New Lot that has a three (3)-car garage constructed thereon shall not be allowed to have a carport.

(b) The Committee shall have the authority under Section 4.15 of the Declaration to grant variances to allow two adjacent Lots to be used as the site for a single Dwelling, and to approve of architectural plans that would allow the Dwelling to be constructed over the boundary line between the two adjacent Lots notwithstanding the side yard requirements set forth in Section 4.01 or that would allow the Dwelling to be constructed entirely on one Lot and the garage serving the Dwelling to be located entirely on the other Lot, provided, however, that in such event a deed restriction shall be recorded that shall prohibit conveyance of title to one of the adjacent Lots separately from title to the other adjacent Lot. This Section 1(b) is intended to clarify the Committee's authority that now exists under Section 4.15 rather than to create new authority.

2. Developer covenants and agrees to convey to the Association title to Outlots 17, 18 and 19, as and for Common Area. Such Outlots are hereby added to Exhibit D of the Declaration.

3. Terms that are capitalized but not defined in this Amendment shall have the definitions assigned to such terms under the Declaration.

4. Except as modified hereby, all remaining terms and conditions of the Declaration are hereby ratified and shall remain in full force and effect.

000130 000288

This document was drafted by:

Jesse S. Ishikawa
Reinhart, Boerner, Van Deuren, Norris & Rieselbach, s.c.
P.O. Box 2020
Madison, WI 53701-2020
(608) 229-2200

000131 000289

EXHIBIT A

Tax Parcel Numbers for Lots 1 through 23, Spring Brook Falls,
Outlots 1 through 8, Spring Brook Falls, Lots 24 through 47 and Outlots 9 through 16,
First Addition to Spring Brook Falls, and for Lots 48 through 57 and
Outlots 17, 18 and 19, Second Addition to Spring Brook Falls.

146 1053-40100, -40200, -40300, -40400, -40500, -40600, -40700, -40800, -40900,
-41000, -41100, -41200, -41300, -41400, -41500, -41600, -41700, -41800, -41900,
-42000, -42100, -42200, -42300; 146 1053-42301; 146 1053-42400, -42500, -42600,
-42700, -42800, -42900, -43000, -43100, -43200, -43300, -43400, -43500, -43600,
-43700, -43800, -43900, -44000, -44100, -44200, -44300, -44400, -44500, -44600,
-44700; 146 1053-44701, -44702, -44703; (P) 146 0147-52200, -52201.

731315

000198

Document No.

FOURTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD

AT 3:00 O'CLOCK P M

ON July 25 20 00

James R. Kraly
REGISTRAR
20.00 c k

THIS FOURTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS (the "Amendment") is executed this 24 day of July, 2000, by JULIDAR CORPORATION ("Developer").

Return to: *Don't MOR pick up*
Jesse S. Ishikawa
Reinhart, Boerner, Van Deuren, Norris &
Rieselbach, s.c.
P.O. Box 2018
Madison, WI 53701-2018

RECITALS

See Attached Exhibit A

Parcel Number

A. Developer caused to be recorded a Declaration of Protective Covenants dated July 14, 1997 and recorded July 17, 1997 with the Sauk County Registrar's office as document number 657723 affecting title to Lots One (1) through Twenty-Three (23), inclusive, and Outlots One (1) through Eight (8), inclusive, Spring Brook Falls in the Village of Lake Delton, Wisconsin.

B. Developer caused to be recorded a First Amendment to Declaration of Protective Covenants dated July 31, 1998 with the Sauk County Registrar's office as document number 682325. Said amendment subjected Lots Twenty-Four (24) through Forty-Seven (47), inclusive, and Outlots Nine (9) through Sixteen (16), inclusive, First Addition to Spring Brook Falls, in the Village of Lake Delton, Wisconsin, to the terms of the declaration referred to in A., above.

C. Developer caused to be recorded a Second Amendment to Declaration of Protective Covenants dated July 31, 1998 with the Sauk County Registrar's office as document number 682326.

D. Developer caused to be recorded a Third Amendment to Declaration of Protective Covenants dated August 18, 1999 with the Sauk County Registrar's office as document number 711150 and rerecorded as Document No. 711491. Said amendment subjected Lots 48 through 57, inclusive, and Outlots 17, 18 and 19, Second Addition to

Spring Brook Falls, in the Village of Lake Delton, Wisconsin, to the terms of the declaration referred to in A., above.

D. Said declaration, as amended by said first, second and third amendments, is referred to herein as the "Declaration."

E. Developer desires, pursuant to Section 10.05 of the Declaration, to amend the Declaration in accordance with the terms of this Amendment.

NOW THEREFORE, Developer hereby amends the Declaration as follows:

1. Exhibit A to the Declaration is hereby amended to add thereto, and Exhibit C to the Declaration is hereby amended to exclude therefrom, Lots 58 through 62, inclusive, and Outlots 20 and 21, Third Addition to Spring Brook Falls, in the Village of Lake Delton, Wisconsin. Each such lot (individually a "New Lot" and collectively the "New Lots") shall be a "Lot" for all purposes under the Declaration, and each such outlot shall be an "Outlot" for all purposes under the Declaration, and shall be subject to all of the terms and conditions of the Declaration, except as follows:

(a) Notwithstanding Section 4.08 of the Declaration, all garages for the New Lots may have space for up to three (3) cars; however, any New Lot that has a three (3)-car garage constructed thereon shall not be allowed to have a carport.

(b) The Committee shall have the authority under Section 4.15 of the Declaration to grant variances to allow two adjacent Lots to be used as the site for a single Dwelling, and to approve of architectural plans that would allow the Dwelling to be constructed over the boundary line between the two adjacent Lots notwithstanding the side yard requirements set forth in Section 4.01 or that would allow the Dwelling to be constructed entirely on one Lot and the garage serving the Dwelling to be located entirely on the other Lot, provided, however, that in such event a deed restriction shall be recorded that shall prohibit conveyance of title to one of the adjacent Lots separately from title to the other adjacent Lot. This Section 1(b) is intended to clarify the Committee's authority that now exists under Section 4.15 rather than to create new authority.

2. Developer covenants and agrees to convey to the Association title to Outlots 20 and 21, as and for Common Area. Such Outlots are hereby added to Exhibit D of the Declaration.

000202

Jesse S. Ishikawa
Reinhart, Boerner, Van Deuren, Norris & Rieselbach, s.c.
P.O. Box 2018
Madison, WI 53701-2018
(608) 229-2200

000203

EXHIBIT A

Tax Parcel Numbers: Spring Brook Falls:

Lots 1-62:

146-1053-40100	146-1053-41700	146-1053-43300	146-1053-4490
146-1053-40200	146-1053-41800	146-1053-43400	146-1053-4500
146-1053-40300	146-1053-41900	146-1053-43500	146-1053-4510
146-1053-40400	146-1053-42000	146-1053-43600	146-1053-4520
146-1053-40500	146-1053-42100	146-1053-43700	146-1053-4530
146-1053-40600	146-1053-42200	146-1053-43800	146-1053-4540
146-1053-40700	146-1053-42300	146-1053-43900	146-1053-4550
146-1053-40800	146-1053-42400	146-1053-44000	146-1053-4560
146-1053-40900	146-1053-42500	146-1053-44100	146-1053-4570
146-1053-41000	146-1053-42600	146-1053-44200	146-1053-4580
146-1053-41100	146-1053-42700	146-1053-44300	146-1053-4590
146-1053-41200	146-1053-42800	146-1053-44400	146-1053-4600
146-1053-41300	146-1053-42900	146-1053-44500	146-1053-4610
146-1053-41400	146-1053-43000	146-1053-44600	146-1053-4620
146-1053-41500	146-1053-43100	146-1053-44700	
146-1053-41600	146-1053-43200	146-1053-44800	

Outlots 1-8:

Outlot 9:

Outlot 14:

Outlots 10-13,15-19:

146-1053-42301

146-1053-44701

146-1053-44702

146-1053-44703

Tax Parcel Numbers for Lots 58 through 62
and Outlots 20 and 21, Third Addition to Spring Brook Falls.

146-1053-52200 (part)

Section 2

MEMORANDUM OF DEVELOPMENT AGREEMENT

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD

AT 3:15 O'CLOCK P.M. ✓

ON July 17 1997

James R. Keady
REGISTRAR

00
10:00

Return to: Jesse S. Ishikawa
Michael, Best & Friedrich
P.O. Box 1806
Madison, WI 53701-1806

Parcel Number

MEMORANDUM OF DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (the "Memorandum") is executed this 16th day of July, 1997, by JULIDAR CORPORATION ("Developer") for the purpose of providing public notice that Developer has entered into a development agreement (the "Agreement") with the Village of Lake Delton, Sauk County, Wisconsin (the "Village").

1. The Agreement defines the term "Subdivision" to include Lots One (1) through Twenty-Three (23), inclusive, Spring Brook Falls, and certain real property more particularly described on Exhibit A attached hereto and made a part hereof. Lots One (1) through Twenty-Three (23), inclusive, Spring Brook Falls and the private park located east of Lots Fourteen (14) and Fifteen (15), Spring Brook Falls are referred to in the Agreement as "Phase I." The private streets, sanitary sewer improvements and water mains necessary to serve the Subdivision are referred to in the Agreement respectively as the "Streets," "Sanitary Sewer Improvements" and "Water Mains," and collectively as the "Improvements."

2. Section A.3 of the Agreement provides as follows:

3. Remaining Phases. The Improvements necessary to serve all lots within the Subdivision beyond Phase I shall be completed no later than December 31, 2001. Such remaining Improvements may be constructed either in two separate phases on two separate calendar years or in a single phase over one calendar year, subject to delays caused by adverse climatic and weather conditions, shortages of supplies and materials, strikes, acts of God, and other forces reasonably beyond the Developer's control.

3. Section B.1 of the Agreement provides as follows:

1. Acceptance of Improvements. The Streets, Water Mains and Sanitary Sewer Improvements shall be private streets, water mains and sanitary sewer improvements, and shall be owned by the Spring Brook Falls Home Owners' Association, Inc., the association of owners of lots within the Subdivision (the "Association"). It is acknowledged by both parties that in the event municipal water service is provided to the Subdivision, the Association at that time may wish to dedicate the Streets, Water Mains and Sanitary Sewer Improvements located within the Subdivision to the Village. The Village hereby states that it is its present intent to accept such dedication if the improvements meet with the Village's standards for the same, and agrees to give full consideration to any future request that might be made, as the public interest requires. If the Village accepts such dedication, then the Association shall convey title to the Streets, Water Mains and Sanitary Sewer Improvements to the Village at no cost and with no liability to the Village, the Village shall accept the Streets, Water Mains and Sanitary Sewer Improvements, and the same shall become the property of the Village. Developer agrees that with the exception of property included within the Spring Brook Falls Planned Unit Development, it shall not permit any third party to connect to any private sanitary sewer main without the written consent of the Village.

IN WITNESS WHEREOF, Developer has executed this Memorandum as of the date first above written.

JULIDAR CORPORATION

By: 

Darrel A. Mor, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 17th day of July, 1997, the above named Darrel A. Mor, who acknowledged himself to be the President of Julidar Corporation, and to me known to be the person who executed the foregoing instrument as such officer of such corporation, by its authority, and acknowledged the same.

Laurel Kasdorf
Name: DARREL A. MOR
Notary Public, State of Wisconsin
My Commission: Jan. 16, 2000

This document was drafted by:

Jesse S. Ishikawa
Michael, Best & Friedrich
One South Pinckney Street, 7th Floor
P.O. Box 1806
Madison, WI 53701-1806
(608) 257-3501

e:\xf\client\51239\0001\smk5381.w52|7/16/97

EXHIBIT A

LEGAL DESCRIPTION OF SUBDIVISION

A parcel of land located in the NW1/4-NW1/4 of Section 20, T13N, R6E, Village of Lake Delton, Sauk county, Wisconsin, which is bounded by a line described as follows:

Commencing at the north west corner of said Section 20; thence $S00^{\circ}36'07''E$, 116.95 feet along the west section line to the point of beginning on a meander line 60.80 feet south of the centerline of a stream of the "Bloss Lake Channel";

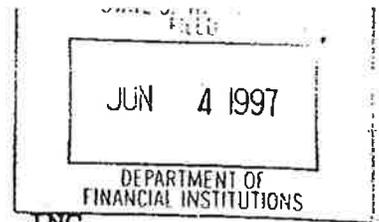
thence along the meander line the following courses; $S88^{\circ}25'33''E$, 367.94 feet to a point 76.40 feet south of said stream; thence $S64^{\circ}49'34''E$, 70.84 feet to a point 108.54 feet southwesterly of said stream; thence $S42^{\circ}15'23''E$, 61.25 feet to a point 79.61 feet southwesterly of said stream; thence $S53^{\circ}50'35''E$, 270.66 feet to a point 49.54 feet southwesterly of said stream; thence $S45^{\circ}00'20''E$, 130.92 feet to a point 106.06 feet southerly of said stream; thence $S82^{\circ}47'28''E$, 126.92 feet; thence $S79^{\circ}28'56''E$, 147.45 feet to a point on the end of the meander line, 101.60 feet from the said stream; thence along the arc of a curve concave to the southeast, a radius of 2964.93 feet (the chord of which bears $S06^{\circ}03'18''W$, 511.39 feet) a distance of 512.03 feet along the west right-of-way of Interstate 90-94; thence $N88^{\circ}25'33''W$, 1033.90 feet; thence $N00^{\circ}36'07''W$, 884.84 feet to the point of beginning.

Excepting from the above description the following lands, The Plat of Spring Brook Falls, which is bounded by a line described as follows:

Commencing at the northwest corner of Section 20, T13N, R6E; thence $S00^{\circ}36'07''E$, 116.95 feet along the west line of the northwest one-quarter line of said Section 20; thence $S88^{\circ}25'33''E$, 18.16 feet to a point on the right-of-way of Birchwood Road which is the point of beginning;

thence the following courses and distances along a meander line for Outlot #7 of this plat, $S88^{\circ}25'33''E$, 367.94 feet; thence $S64^{\circ}49'34''E$, 70.84 feet to the end of said meander line for Outlot #7 (Outlot #7 includes all land between the meander line and the centerline of an intermittent unnamed stream); thence the following courses and distances along a meander line for Outlots #3 and #6 of this plat, $S42^{\circ}17'34''E$, 61.44 feet; thence $S53^{\circ}50'35''E$, 195.47 feet to the end of said meander lines for Outlots #3 and #6 (Outlots #3 and #6 include all land lying between the meander line and the high water mark of Spring Brook); thence $S36^{\circ}09'25''W$, 156.05 feet; thence $N53^{\circ}50'35''W$, 33.96 feet; thence $S36^{\circ}09'25''W$, 226.00 feet; thence $N53^{\circ}50'35''W$, 10.95 feet; thence $S36^{\circ}09'25''W$, 220.00 feet; thence $N53^{\circ}50'35''W$, 21.98 feet; thence $S38^{\circ}35'55''W$, 111.34 feet; thence $N74^{\circ}50'43''W$, 77.77 feet; thence $N69^{\circ}19'36''W$, 80.26 feet; thence $N00^{\circ}11'15''W$, 686.00 feet; along the right-of-way of Birchwood Road to the point of beginning.

Section 3



97 JUN 3 P 4:30 ARTICLES OF INCORPORATION
OF
SPRING BROOK FALLS HOME OWNERS ASSOCIATION, INC.

The undersigned, being a natural person of the age of 18 years or more, acting as incorporator of a corporation under Chapter 181 of the Wisconsin Statutes, hereby executes the following Articles of Incorporation for such corporation:

ARTICLE I
NAME

The name of the corporation is Spring Brook Falls Home Owners Association, Inc.

ARTICLE II
PERIOD OF EXISTENCE

The period of existence of the corporation shall be perpetual.

ARTICLE III
PURPOSE

The purpose of the corporation shall be to engage in any lawful activity within the purposes for which corporations may be organized under Chapter 181 of the Wisconsin Statutes.

ARTICLE IV
MEMBERS

The corporation shall have two classes of members. The designation of each class, and the qualifications, rights and methods of acceptance of members of each class shall be as provided in the corporation's bylaws.

ARTICLE V
PRINCIPAL OFFICE

The address of the principal office of the corporation is 420 Birchwood Road, #1, Wisconsin Dells, Wisconsin 53965. The principal office is located in Sauk County.

ARTICLE VI
REGISTERED AGENT

The name and address of the registered agent of the corporation are Darrel A. Mor, 420 Birchwood Road, #1, Wisconsin Dells, Wisconsin 53965.

Section 4

BYLAWS OF
SPRING BROOK FALLS
HOME OWNERS ASSOCIATION, INC.

Spring Brook Falls Home Owners Association, Inc., a nonstock, nonprofit corporation organized and existing under the laws of the State of Wisconsin (the "Association"), hereby adopts the following Bylaws:

ARTICLE I
OFFICES

1.1 Principal and Business Offices. The Association may have such principal and other business offices, within Sauk County, State of Wisconsin, as the Board of Directors may designate or as the business of the Association may require from time to time.

1.2 Registered Office. The Association shall maintain a registered agent in the State of Wisconsin whose address may be, but need not be, identical with the principal office of the Association. The identity and address of the registered agent of the Association may be changed from time to time by resolution of the Board of Directors and the filing of a statement with the State of Wisconsin pursuant to the relevant provisions of Chapter 181 of the Wisconsin Statutes ("Chapter 181").

ARTICLE II
PURPOSE

The purpose of the Association shall be to engage in any lawful activity within the purposes for which corporations may be organized under Chapter 181.

ARTICLE III
CERTAIN DEFINITIONS

3.1 Declaration. The term "Declaration" shall mean the Declaration of Protective Covenants for Spring Brook Falls dated July 14, 1997.

3.2 Developer. The term "Developer" shall mean Julidar Corporation and its successors and assigns.

3.3 Lot. The term "Lot" shall mean the portion of the Subdivision identified as a lot on the recorded Plat of Spring Brook Falls, specifically excluding Outlots.

3.4 Outlot. The term "Outlot" shall mean the portion of the Subdivision identified as an Outlot on the recorded Plat of Spring Brook Falls.

3.5 Subdivision. The term "Subdivision" shall mean the lands described on Exhibit A attached hereto, as the same may be expanded pursuant to the terms of the Declaration."

ARTICLE IV
MEMBERS

4.1 Membership. The Association shall have the following classes of members:

(a) Class A Members: With the exception of the Developer, each person having the power to convey fee simple title or a land contract purchaser's interest in any Lot shall be a Class A Member. If more than one person holds fee simple interest or a land contract purchaser's interest in a Lot, all persons holding such interest in the Lot shall be Class A Members. A person that holds a land contract seller's interest in a lot, or an interest in a Lot merely as security for the performance of an obligation, shall not be a Class A Member.

(b) Class B Members. The sole class B Member shall be the Developer.

4.2 Rights and Obligations of Classes. Except as provided in Section 4.3 hereof, the rights and obligations of each class of membership shall be identical.

4.3 Voting Rights. Class A Members shall be entitled to one vote per Lot owned on any matter submitted to a vote of the members. If a Lot is owned by two or more Class A Members (the "Owning Members"), then the vote to be exercised for such Lot shall be exercised as the Owning Members, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot. The Class B Member shall be entitled to three votes per Lot owned.

4.4 General and Special Charges; Payment of Same. General and special charges to members of the Association under the Declaration shall be established by the Board of Directors and adjusted in its discretion. Such charges shall be established and collected in the manner provided for in the Declaration. Any member who is delinquent in making payment of any general or special charge will be subject to suspension of voting rights until such time as the delinquent charges are paid.

4.5 Suspension of Voting Rights - General. If a member violates any terms or conditions of the Declaration, the Board of Directors may, by the vote of two-thirds of the members of the Board of Directors, suspend such member's voting rights. The Board of Directors shall have the authority to establish policies and procedures relating to the suspension of memberships and the reinstatement of suspended memberships.

Amended to 20%

4.12 Quorum. Members holding one-half of the votes entitled to be cast, present in person or represented by proxy, shall constitute a quorum at a meeting of members.

4.13 Manner of Acting: The act of a majority of the votes entitled to be cast by members present in person or represented by proxy at a meeting at which a quorum is present shall be the act of the members, unless a greater proportion is required by the Articles of Incorporation, Chapter 181 or these Bylaws.

4.14 Conduct of Meetings. The President or, in his or her absence, any member chosen by a majority of the members present, shall call each meeting of the members to order and shall act as the chairperson of such meeting. The chairperson may appoint any member to act as secretary of the meeting.

4.15 Unanimous Consent Without Meeting. Any action required or permitted by the Articles of Incorporation, these Bylaws, or any provision of law to be taken by the members at a meeting or by resolution may be taken without a meeting if a consent in writing setting forth the actions so taken is signed by all the members.

**ARTICLE V
BOARD OF DIRECTORS**

5.1 Number. The business and affairs of the Association shall be governed by a Board of Directors consisting of three persons. These Bylaws may be amended to enlarge or reduce the number of directors except that the number of directors shall not be reduced to less than three.

5.2 Tenure and Qualification. Each director shall hold office until the next annual meeting of the members and until his or her successor is elected, or until his or her prior death, resignation or removal. A director may be removed from office for cause by the members if, at a meeting of members called for that purpose, the number of votes cast to remove the director exceeds the number of votes cast not to remove him or her. A director may resign at any time by filing his or her written resignation with the Secretary of the Association.

5.3 Annual Meeting. The annual meeting of the Board of Directors shall be held without other notice than this bylaw immediately after the annual meeting of members. Such meeting shall be for the purpose of electing officers of the Association and to conduct such other business as may come before the meeting.

5.4 Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings without other notice than such resolution.

5.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President, Vice President or any two directors. The President, Vice President or

4.6 Termination of Class B Membership - Specific Events. The Developer's Class B membership shall terminate and be converted to a Class A membership upon the first to occur of the following events: (a) the number of outstanding votes attributable to all Class A members equals or exceeds the number of outstanding votes attributable to the Class B Member and, in accordance with Section 6.02(b)(i) of the Declaration, the Developer notifies the Board of Directors in writing that no additional properties will be brought within the jurisdiction of the Association by the recording of amended or supplemental declarations (pursuant to Section 10.05 of the Declaration); or (b) the 30th anniversary of the date the Declaration is recorded.

4.7 Transferability of Membership. Membership in the Association is appurtenant to and shall not be separated from ownership of any Lot that is subject to assessment.

4.8 Termination of Membership. Membership shall be terminated only upon (a) death of a member or (b) conveyance by a member of fee simple title or a land contract purchaser's interest in any Lot which is subject to assessment.

4.9 Annual Meeting of Members. The annual meeting of the members shall be held on the fourth Saturday in August of each year. The meeting shall be at a date and time determined by the Board of Directors and shall be for the purpose of electing directors of the Association and for the transaction of such other business as may come before the meeting. Failure to hold an annual meeting at the designated time shall not work a forfeiture or dissolution of the Association.

4.10 Special Meetings of Members. Special meetings of the members may be called by the President, the Board of Directors, or by members having one-tenth of the votes entitled to be cast at such meeting.

4.11 Notice of Members' Meetings. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be communicated or sent not less than ten nor more than 50 days before the date of the meeting, unless a different time is provided in Chapter 181, the Articles of Incorporation or these Bylaws. The notice shall be delivered either personally or by mail, by or at the direction of the President, the Secretary, or other officer or person calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed delivered when deposited in the United States mail addressed to the member at the member's address as it appears on the records of the Association, with postage thereon prepaid. Notice may also be given by publishing a class 2 notice, under Chapter 985 of the Wisconsin Statutes, in any newspaper in general circulation in Madison, Wisconsin.

any two directors calling any special meeting of the Board of Directors may fix any place as the place for holding any special meeting of the Board of Directors, and if no other place is fixed the place of meeting shall be the principal business office of the Association in Dane County, Wisconsin.

5.6 Notice; Waiver. Notice of special meetings of the Board of Directors shall be given by telephone or by written notice delivered personally or by mail or telegram to each director at his or her business address or at such other address as such director shall have designated in a writing filed with the Secretary. Notice in the case of telephone, personal delivery or telegram shall be given not less than 48 hours prior to the time of the meeting. If mailed, such notice shall be delivered at least 96 hours prior to the meeting and shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Whenever any notice whatever is required to be given to any director of the Association under the Articles of Incorporation or Bylaws or any provision of law, a waiver thereof in writing, signed at anytime, whether before or after the time of meeting, by the director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

5.7 Quorum. Except as otherwise provided by law, by the Articles of Incorporation or these Bylaws, a majority of the number of directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. A majority of directors present (though less than a quorum) may adjourn the meeting from time to time without further notice.

5.8 Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by the Articles of Incorporation or these Bylaws.

5.9 Conduct of Meeting. The President and in the President's absence, any director chosen by the directors present shall call a meeting of the Board of Directors to order and shall act as the chairperson of such meeting. The chairperson may appoint any director or other person to act as secretary of the meeting.

5.10 Vacancies. Any vacancy occurring in the Board of Directors, including a vacancy created by an increase in the number of directors, shall be filled until the next succeeding annual election of directors by the affirmative vote of a majority of the directors in office, even though less than a quorum.

5.11 Compensation. The Board of Directors, by affirmative vote of a majority of the directors in office, and irrespective of any personal interest of any of the directors, shall have authority to establish reasonable compensation of all directors for services to the Association as directors, officers or otherwise.

5.12 Presumption of Assent. A director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless he or she files his or her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

5.13 Unanimous Consent Without Meeting. Any action required or permitted by the Articles of Incorporation or Bylaws or any provision of law to be taken by the Board of Directors at a meeting or by resolution may be taken without a meeting if a consent in writing setting forth the actions so taken, is signed by all the directors then in office.

5.14 Telephonic Meetings. Any action required or permitted by the Articles of Incorporation or Bylaws or any provision of law to be taken by the Board of Directors at a meeting may be taken through the use of any means of communication by which (a) all participating directors may simultaneously hear each other during the meeting or (b) all communication during the meeting is immediately transmitted to each participating director and each participating director is able to immediately send messages to all other participating directors.

ARTICLE VI OFFICERS

6.1 Number and Qualifications. The officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer and such other officers as may be determined by the Board of Directors. Any two or more offices may be held by the same person, except for the offices of President and Secretary, or President and Vice President.

6.2 Election and Term of Office. The initial officers of the Association shall be elected by a majority vote of the Board of Directors contemporaneously with the adoption of these Bylaws or as soon thereafter as practicable. Successor officers shall be elected by a majority vote of the Board of Directors at each annual meeting of the Board of Directors. Officers shall hold office until their successors are duly elected and qualified. An officer may serve consecutive terms in the same office.

6.3 Resignation or Removal. Any officer may resign at any time by filing a written resignation with the Secretary of the Association. Officers may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

6.4 Vacancies. A vacancy in any office, by resignation or for any other reason, shall be filled by the Board of Directors for the unexpired portion of the term.

6.5 President. The President shall be the chief executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He or she shall have authority, subject to such rules as may be prescribed by the Board of Directors, to appoint such agents and employees of the Corporation as he or she deems necessary, to prescribe their powers, duties and compensation, and to delegate authority to them. Such agents and employees shall hold office at the discretion of the President. He or she shall have authority to sign, execute and acknowledge, on behalf of the Association, all deeds, mortgages, bonds, contracts, leases, reports and all other documents or instruments necessary or proper to be executed in the course of the Association's regular business, or which is authorized by the Board of Directors; and, except as otherwise provided by law or the Board of Directors, he or she may authorize the Vice President or any other officer or agent of the Association to sign, execute and acknowledge such documents or instruments in his or her place and stead. In general, the President shall perform all duties incidental to the office of chief executive officer and such other duties as may be prescribed from time to time by the Board of Directors.

6.6 Vice President. In the absence of the President or in the event of his or her death, inability to act or refusal to act, or in the event for any reason it is impracticable for him or her to act personally, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such authority as from time to time may be delegated or assigned to him or her by the President or by the Board of Directors. The execution of any document or instrument of the Association by the Vice President shall be conclusive evidence, as to third parties, of his or her authority to act in the stead of the President.

6.7 Secretary. The Secretary shall: (a) keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of the Bylaws or as required by law; (c) be custodian of the Association's corporate records; (d) keep or arrange for the keeping of a register of the post office address of each member (which address shall be furnished to the Secretary by such member); and (e) in general,

perform all duties incident to the office of Secretary and have such other duties and exercise such authority as from time to time may be delegated or assigned to him or her by the President or by the Board of Directors.

6.8 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds of the Association; (b) receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as may be selected by the Association; and (c) in general, perform all of the duties incident to the office of Treasurer and have such other duties and exercise such other authority as from time to time may be delegated or assigned to him or her by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

6.9 Assistants and Acting Officers. The Board of Directors shall have the power to appoint any person to act as assistant to any officer, or as agent for the Association in his or her stead, or to perform the duties of such officer whenever for any reason it is impracticable for such officer to act personally, and such assistant or acting officer or other agent so appointed by the board of directors shall have the power to perform all the duties of the office to which he or she is so appointed to be assistant, or as to which he or she is so appointed to act, except as such power may be otherwise defined or restricted by the Board of Directors.

6.10 Salaries. No salaries shall be paid to any of the Association's officers.

ARTICLE VII INDEMNIFICATION

The Association shall, to the fullest extent permitted or required by the Indemnification Statute (as defined below), indemnify each Director and Officer against any Liability, and advance any and all reasonable Expenses, as incurred by a Director or Officer, arising out of or in connection with any Proceeding to which such Director or Officer is a Party because he or she is a Director or Officer of the Association. The Association may also indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against any Liability or the advancement of any Expenses to which such person may be entitled under any written agreement, board resolution, vote of members, the Indemnification Statute or otherwise. The Association may, but shall not be required to, supplement the right to indemnification against Liability and the advancement of Expenses hereunder by the purchase of insurance on

behalf of any one or more of such persons, whether or not the Association would be obligated to indemnify such person hereunder. The term "Indemnification Statute," as used in this Article, shall mean Sections 181.041 through and including 181.053 of the Wisconsin Statutes and all amendments thereto which permit or require the Association to provide broader indemnification rights than prior to the amendment. All other capitalized terms used in this Article VII and not otherwise defined herein shall have the meaning set forth in Section 181.041 of the Wisconsin Statutes.

**ARTICLE VIII
CONTRACTS AND FINANCIAL MATTERS**

8.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute or deliver any instrument in the name of and on behalf of the Association, and such authorization may be general or confined to specific instances. No contract or other transaction between the Association and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors or officers are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies the contract or transaction, if: (a) the fact of such relationship or interest is disclosed or known to the Board of Directors which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or (b) the fact of such relationship or interest is disclosed or known to the members, which authorize, approve or ratify such contract or transaction; or (c) the contract or transaction is fair and reasonable to the Association. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes, approves or ratifies such contract or transactions, but such interested directors shall abstain from any vote to authorize, approve or ratify such contract or transaction.

8.2 Loans. No indebtedness for borrowed money shall be contracted on behalf of the Association and no evidence of such indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

8.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be signed by any officer of the Association or an agent of the Association duly appointed for the purpose.

8.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the

Association in such banks, trust companies or other depositories as may be selected by or under the authority of a resolution of the Board of Directors.

8.5 Audit. The Board of Directors shall cause to be conducted, no less frequently than annually, an audit of the Association's books and records. The Board of Directors shall select the auditors.

8.6 Budget. The Board of Directors shall cause to be prepared for the Board's approval, prior to the start of each fiscal year of the Association, an annual budget for the Association.

**ARTICLE IX
CORPORATE SEAL**

The Association shall not have a corporate seal.

**ARTICLE X
AMENDMENTS**

10.1 By Members. The Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members if (a) such amendment or other change in the Bylaws is adopted by affirmative vote of not less than three-fourths of the votes of all members present or represented at an annual or special meeting of the members at which a quorum is in attendance and (b) such amendment or other change is approved by the Class B Member.

10.2 By Directors. The Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors if (a) such amendment or other change in the Bylaws is adopted by affirmative vote of a majority of the number of Directors present at or participating in any meeting at which a quorum is in attendance and (b) such amendment or other change is approved by the Class B Member. Notwithstanding the foregoing, no Bylaw adopted by the members shall be amended or repealed by the Board of Directors unless such authority is conferred by the members on the Board of Directors.

*Amended
6/1/90*

**ARTICLE XI
CONSTRUCTION**

Should any provision of these Bylaws conflict with any provision of the Declaration, the Declaration shall, to the extent consistent with Chapter 181, prevail.

EXHIBIT A

Lots One (1) through Twenty-Three (23), inclusive, and Outlots One (1) through Eight (8), inclusive, Spring Brook Falls, in the Village of Lake Delton, Sauk County, Wisconsin.

AMENDMENT TO BYLAWS

THIS AMENDMENT TO BYLAWS FOR SPRING BROOK FALLS HOME OWNERS ASSOCIATION, INC. (the "Association") has been unanimously adopted by the members of the Board of Directors of the Association at the annual meeting held on August 25, 2018.

RECITALS:

- A. The Association has adopted certain bylaws (the "Bylaws").
- B. The undersigned members of the Board of Directors of the Association desire to amend the Bylaws in accordance with the terms of this Amendment.
- C. Section 10.2 of the Bylaws authorizes amendments of the Bylaws with the assent of a majority of the number of members of the Board of Directors of the Association present at or participating in any meeting at which a quorum of such members are in attendance.

NOW, THEREFORE, the undersigned, being the directors holding at least a majority of the votes in the Board of Directors of the Association, hereby agree, that the Bylaws shall be, and the same hereby are, amended in the following manner.

1. Section 4.12 of the Bylaws is deleted in its entirety and replaced with a new Section 4.12 as follows:

4.12 Quorum. Members holding one-fifth of the votes entitled to be cast, present in person or represented by proxy, shall constitute a quorum at a meeting of members.

2. Section 5.1 of the Bylaws is deleted in its entirety and replaced with a new Section 5.1 as follows:

5.1 Number. The business and affairs of the Association shall be governed by a Board of Directors consisting of three to five persons. These Bylaws may be amended to enlarge or reduce the number of directors except that the number of directors shall not be reduced to less than three.

3. Any capitalized terms referenced in this Amendment that are defined in the Bylaws but are not defined in this Amendment shall have the definitions assigned to such terms as set forth in the Bylaws.

4. This Amendment may be executed in counterparts.

5. Except as modified hereby, all remaining terms and conditions of the Declaration shall remain in full force and effect and are hereby ratified.

IN WITNESS WHEREOF, the undersigned approved this Amendment to Bylaws as of August 25, 2018 during the annual meeting of the Board of Directors.



William L. Schallhammer



Matthew McConnell



Marlene Scholz

Section 5

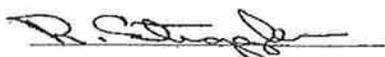
Rules for Roadways

This rule is adopted pursuant to §7.03(a) of the Declaration of Protective Covenants pertaining to Spring Brook Falls.

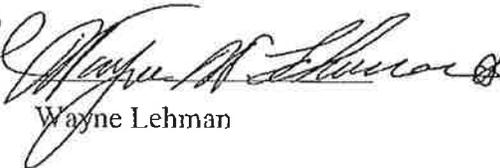
Golf carts and mopeds may be used on the Common Areas of Spring Brook Falls, but only subject to the following rules and regulations:

1. Only licensed drivers shall be allowed to operate any vehicle of any type, motorized or battery powered.
2. All vehicles must be in good condition, and must not emit noxious noise.
3. No other extraneous vehicles shall be allowed, such as go-carts or all-terrain vehicles whether motorized or battery powered.
4. All vehicles of any type shall be subject to the posted speed limits throughout the subdivision.
5. Golf carts driven after dark must be equipped with head lights.
6. No motorized or battery powered vehicle not licensed by a State Motor Vehicle Department shall be used on any portion of the Common Areas without a permit issued by the Board of the Spring Brook Falls Home Owners Association.
7. Permits issued by the Association shall be revoked for inappropriate use, provided, however, that the Board may, but shall not be obligated to, issue a verbal warning prior to the issuance of such revocation.
8. When approved registration is received, owner must place the assigned 3-digit permit number on the driver's side of the golf cart/vehicle in a readable area.
9. All vehicles shall be properly stored on the owner's lot or in an approved parking area.
10. Mopeds may be used on the Spring Brook Falls roadways in the same manner as any other street legal vehicle providing ingress and egress to Spring Brook Falls, provided, however, that such usage shall be subject to all applicable rules set forth in the Declaration, the Association's by-laws, rules and regulations and Wisconsin Motor Vehicle Department rules, including, without limitation, the prohibition of "riding double."
11. Snowmobiles may be used on the Spring Brook Falls roadways for ingress and egress only. No joyriding is permitted in Spring Brook.

Board Members:



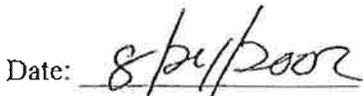
Bob Struggles



Dale Terrill

Wayne Lehman

Date:



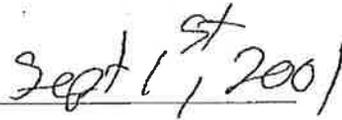
Lawn Care Rules

Lawn care rules pursuant to §5.05 of the Declaration of Protective Covenants pertaining to Spring Brook Falls.

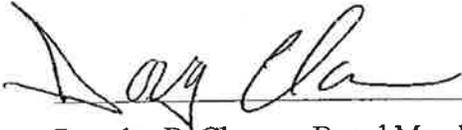
Property owners shall be responsible for keeping and maintaining their property in a neat, clean and orderly condition. This shall include, but not limited to, the cutting and trimming of all lawn or grasses. Property owners are also responsible for trimming and upkeep of all shrubs and trees so as not to have said shrubs and trees cause a nuisance to other property owners or a nuisance on the Association property. If any lawn or grass area exceeds four (4) inches or if in the discretion of the Board, any tree or shrub causes a nuisance as prohibited herein, the Board may cut or trim the same and charge the cost thereof to the offending property owner.



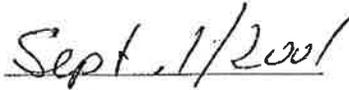
Darrel A. Mor, Board Member



Date



Douglas B. Clausen, Board Member



Date

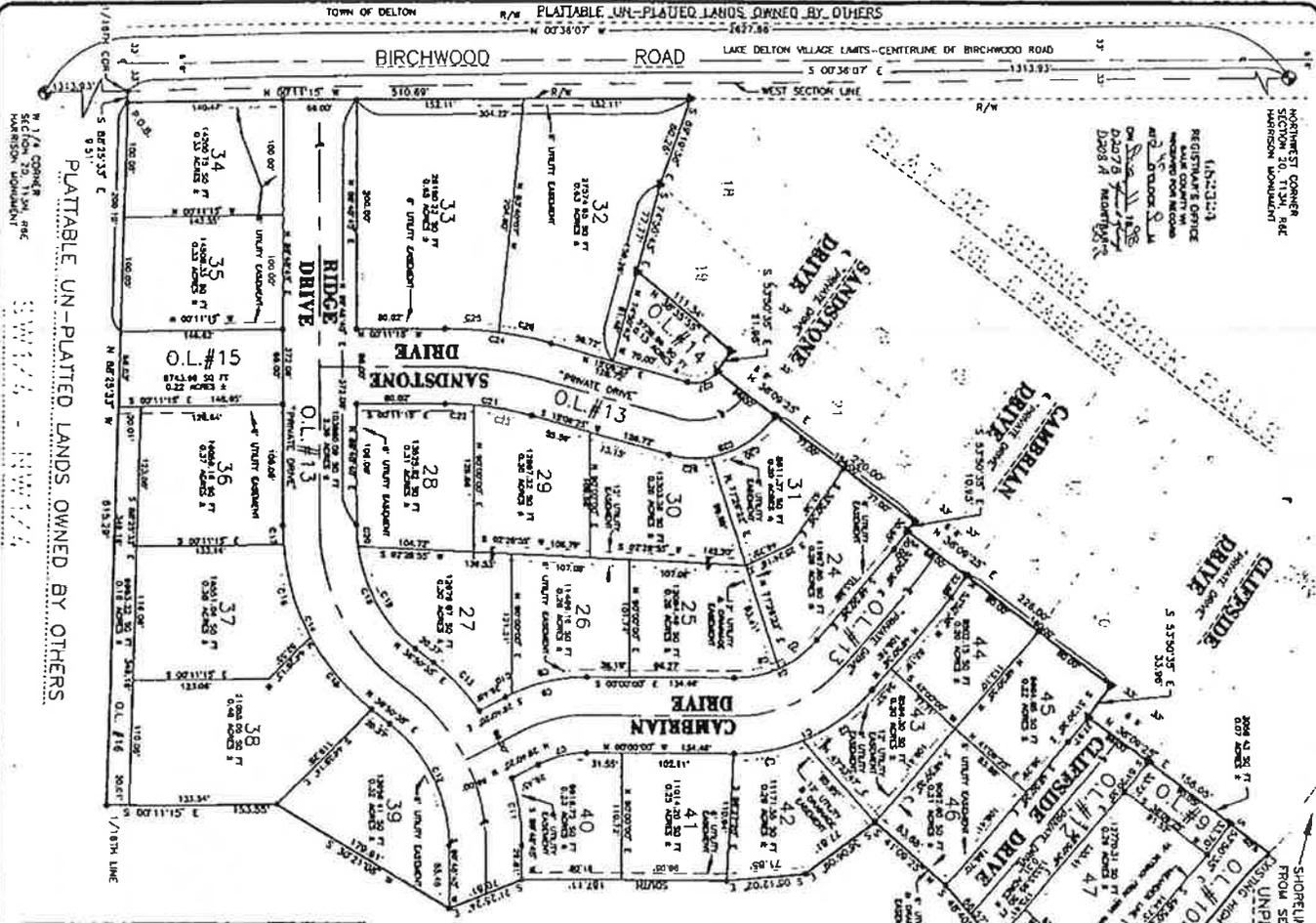


Roxan Clausen, Board Member



Date

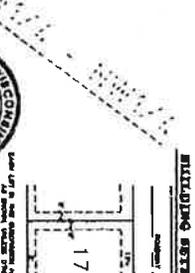
Section 6



PROPOSED SECOND ADDITION TO PLAT OF SPRING BROOK FALLS BY OWNER

LOT	AREA (SQ. FT.)	AREA (AC.)	OWNER
1	1,111.20	.0254	UNPLATTED
2	1,111.20	.0254	UNPLATTED
3	1,111.20	.0254	UNPLATTED
4	1,111.20	.0254	UNPLATTED
5	1,111.20	.0254	UNPLATTED
6	1,111.20	.0254	UNPLATTED
7	1,111.20	.0254	UNPLATTED
8	1,111.20	.0254	UNPLATTED
9	1,111.20	.0254	UNPLATTED
10	1,111.20	.0254	UNPLATTED
11	1,111.20	.0254	UNPLATTED
12	1,111.20	.0254	UNPLATTED
13	1,111.20	.0254	UNPLATTED
14	1,111.20	.0254	UNPLATTED
15	1,111.20	.0254	UNPLATTED
16	1,111.20	.0254	UNPLATTED
17	1,111.20	.0254	UNPLATTED
18	1,111.20	.0254	UNPLATTED
19	1,111.20	.0254	UNPLATTED
20	1,111.20	.0254	UNPLATTED
21	1,111.20	.0254	UNPLATTED
22	1,111.20	.0254	UNPLATTED
23	1,111.20	.0254	UNPLATTED
24	1,111.20	.0254	UNPLATTED
25	1,111.20	.0254	UNPLATTED
26	1,111.20	.0254	UNPLATTED
27	1,111.20	.0254	UNPLATTED
28	1,111.20	.0254	UNPLATTED
29	1,111.20	.0254	UNPLATTED
30	1,111.20	.0254	UNPLATTED
31	1,111.20	.0254	UNPLATTED
32	1,111.20	.0254	UNPLATTED
33	1,111.20	.0254	UNPLATTED
34	1,111.20	.0254	UNPLATTED
35	1,111.20	.0254	UNPLATTED
36	1,111.20	.0254	UNPLATTED
37	1,111.20	.0254	UNPLATTED
38	1,111.20	.0254	UNPLATTED
39	1,111.20	.0254	UNPLATTED
40	1,111.20	.0254	UNPLATTED
41	1,111.20	.0254	UNPLATTED
42	1,111.20	.0254	UNPLATTED
43	1,111.20	.0254	UNPLATTED
44	1,111.20	.0254	UNPLATTED
45	1,111.20	.0254	UNPLATTED
46	1,111.20	.0254	UNPLATTED
47	1,111.20	.0254	UNPLATTED

PLAT OF
**THE FIRST ADDITION TO
 SPRING BROOK FALLS**
 A PLANNED UNIT DEVELOPMENT
 LOCATED IN THE NW1/4, NW1/4, SEC. 20, T13N, R6E
 VILLAGE OF LAKE DELTON, SAUK COUNTY, WISC.



OWNER
 SAUK COUNTY
 202 SOUTH MAIN STREET
 WAUKESHA, WISCONSIN 53186

OWNER'S NOTES
 1. ALL DISTANCES SHOWN ARE TO THE CENTERLINE OF A ROAD.
 2. ALL DISTANCES SHOWN ARE TO THE CENTERLINE OF A ROAD.
 3. ALL DISTANCES SHOWN ARE TO THE CENTERLINE OF A ROAD.
 4. ALL DISTANCES SHOWN ARE TO THE CENTERLINE OF A ROAD.



NOT TO SCALE

DATE	BY	REVISION
APRIL 1996 <td>SAUK COUNTY <td>ISSUED</td> </td>	SAUK COUNTY <td>ISSUED</td>	ISSUED

PLATTABLE UN-PLATED LANDS OWNED BY OTHERS

LOT	AREA (SQ. FT.)	AREA (AC.)	OWNER
1	1,111.20	.0254	UNPLATTED
2	1,111.20	.0254	UNPLATTED
3	1,111.20	.0254	UNPLATTED
4	1,111.20	.0254	UNPLATTED
5	1,111.20	.0254	UNPLATTED
6	1,111.20	.0254	UNPLATTED
7	1,111.20	.0254	UNPLATTED
8	1,111.20	.0254	UNPLATTED
9	1,111.20	.0254	UNPLATTED
10	1,111.20	.0254	UNPLATTED
11	1,111.20	.0254	UNPLATTED
12	1,111.20	.0254	UNPLATTED
13	1,111.20	.0254	UNPLATTED
14	1,111.20	.0254	UNPLATTED
15	1,111.20	.0254	UNPLATTED
16	1,111.20	.0254	UNPLATTED
17	1,111.20	.0254	UNPLATTED
18	1,111.20	.0254	UNPLATTED
19	1,111.20	.0254	UNPLATTED
20	1,111.20	.0254	UNPLATTED
21	1,111.20	.0254	UNPLATTED
22	1,111.20	.0254	UNPLATTED
23	1,111.20	.0254	UNPLATTED
24	1,111.20	.0254	UNPLATTED
25	1,111.20	.0254	UNPLATTED
26	1,111.20	.0254	UNPLATTED
27	1,111.20	.0254	UNPLATTED
28	1,111.20	.0254	UNPLATTED
29	1,111.20	.0254	UNPLATTED
30	1,111.20	.0254	UNPLATTED
31	1,111.20	.0254	UNPLATTED
32	1,111.20	.0254	UNPLATTED
33	1,111.20	.0254	UNPLATTED
34	1,111.20	.0254	UNPLATTED
35	1,111.20	.0254	UNPLATTED
36	1,111.20	.0254	UNPLATTED
37	1,111.20	.0254	UNPLATTED
38	1,111.20	.0254	UNPLATTED
39	1,111.20	.0254	UNPLATTED
40	1,111.20	.0254	UNPLATTED
41	1,111.20	.0254	UNPLATTED
42	1,111.20	.0254	UNPLATTED
43	1,111.20	.0254	UNPLATTED
44	1,111.20	.0254	UNPLATTED
45	1,111.20	.0254	UNPLATTED
46	1,111.20	.0254	UNPLATTED
47	1,111.20	.0254	UNPLATTED

25-482
 1 2

PLAT OF THIRD ADDITION TO SPRING BROOK FALLS A PLANNED UNIT DEVELOPMENT

LOCATED IN THE NW1/4-NW1/4, SECTION 20, T13N, R6E
 VILLAGE OF LAKE DELTON, SAUK COUNTY, WI.

SURVEYOR'S CERTIFICATE
 Kenneth H. Scheidt, Wisconsin Registered Land Surveyor #1267, hereby certify to my client that I have surveyed, marked, and proposed the plat of
THIRD ADDITION TO SPRING BROOK FALLS
 Located in the NW1/4-NW1/4, of Section 20, T13N, R6E, Village of Lake Delton, Sauk County, Wisconsin, which is bounded by a line described as follows:
 Commencing at the northwest corner of Section 20, T13N, R6E; thence S00°55'07"E, 207.23' to the west line of the southeast corner of said Section 20; thence S20°23'37"E, 65.25' to the southeast corner of said Section 20; thence S00°55'07"E, 207.23' to the southeast corner of the First Addition to Spring Brook Falls and the SE1/4 of SEC. 20; thence S00°55'07"E, 135.55' to the eastern line of the First Addition to Spring Brook Falls; thence S27°17'07"E, 178.31' to the north line of the First Addition to Spring Brook Falls; to a point on the south right-of-way of Ridge Drive; thence N27°40'45"E, 122.00' along said line; thence S88°55'00"E, 122.00' to the north line of the right-of-way of Interstate Highway 90/71; thence along said right-of-way, along the arc of a circle, clockwise, of a radius of 2184.33 feet, the count of which bears S21°52'13"E, 226.38' (cut) a distance of 2025.14 feet; thence N42°22'22"E, 411.32' to the POINT OF BEGINNING.

Said parcel contains 2.70 acres of land more or less, and is subject to all easements and rights-of-way of record.
 I further certify that this subdivision plat is a true and correct representation of all exterior boundaries of the land surveyed and the subdivision, thereof made.
 That I have made each survey, land division, and plat in the direction of the Judicial Corporation, and the subdivision, with the permission of Chapter 236 of the State of Wisconsin includes and the subdivision regulations of Sauk County and the Village of Lake Delton in accordance with, and making the same.

That I have fully complied with the provisions of Chapter 236 of the State of Wisconsin includes and the subdivision regulations of Sauk County and the Village of Lake Delton in accordance with, and making the same.
 Kenneth H. Scheidt
 Kenneth H. Scheidt, Wisconsin Registered Land Surveyor #1267
 Dated this 24th day of July, 2000
 River to the 2000 of June, 2000



There are no objections to this plat with respect to the provisions of Chapter 236 (1) and (2) of the Wisconsin Statutes, and the provisions of Chapter 236 of the Wisconsin Statutes, Code as provided by Sec. 236.12 (6), Wis. Stat.

Continued July 24th 2000
 Kenneth H. Scheidt
 Wisconsin Registered Land Surveyor #1267

VILLAGE BOARD RESOLUTION
 Resolved, that the plat of THIRD ADDITION TO SPRING BROOK FALLS in the Village of Lake Delton, Judicial Corporation, is hereby approved by the Village Board.
 Approved: [Signature]
 Board of Lake Delton
 Date: 7-24-00

STATE OF WISCONSIN
 SAUK COUNTY, WI
 [Signature]
 County Clerk
 Date: 7-24-00

CERTIFICATE OF VILLAGE TREASURER
 The Village of Lake Delton, Wisconsin, hereby certifies that the plat of THIRD ADDITION TO SPRING BROOK FALLS in the Village of Lake Delton, Wisconsin, is a true and correct representation of the land surveyed and the subdivision, thereof made, and that the same is in accordance with the provisions of Chapter 236 of the Wisconsin Statutes, Code as provided by Sec. 236.12 (6), Wis. Stat.
 [Signature]
 Village Treasurer
 Date: 7-24-00

CERTIFICATE OF COUNTY TREASURER
 The County of Sauk, Wisconsin, hereby certifies that the plat of THIRD ADDITION TO SPRING BROOK FALLS in the Village of Lake Delton, Wisconsin, is a true and correct representation of the land surveyed and the subdivision, thereof made, and that the same is in accordance with the provisions of Chapter 236 of the Wisconsin Statutes, Code as provided by Sec. 236.12 (6), Wis. Stat.
 [Signature]
 County Treasurer
 Date: 7/25/00

COMPONENT OWNERS' CERTIFICATE OF OPERATION
 In witness whereof, the said Judicial Corporation has caused these presents to be signed by David M. J. [Signature], its president, and commissioned by [Signature], its secretary, at Wisconsin Dells, Wisconsin, on this 24th day of July, 2000.
 Department of Administration
 Village of Lake Delton

STATE OF WISCONSIN
 SAUK COUNTY, WI
 [Signature]
 Secretary (Common)
 Date: July 24, 2000

STATE OF WISCONSIN
 SAUK COUNTY, WI
 [Signature]
 Secretary (Common)
 Date: July 24, 2000

STATE OF WISCONSIN
 SAUK COUNTY, WI
 [Signature]
 Secretary (Common)
 Date: July 24, 2000

Section 7

682327

000171

Document No.

JOINT EASEMENT AGREEMENT FOR FOOTBRIDGE

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD

AT 2:40 O'CLOCK P M

ON Aug 11 1998

Jesse S. Ishikawa
REGISTRAR

20.00
20.2

THIS JOINT EASEMENT AGREEMENT (the "Agreement") is executed this 31 day of July, 1998, by and between SPRING BROOK FALLS HOME OWNERS ASSOCIATION, INC. (the "Association") and JULIDAR CORPORATION ("Julidar").

Return to:
Jesse S. Ishikawa
Reinhart, Boerner, Van Deuren, Norris &
Rieselbach, s.c.
P.O. Box 2020
Madison, WI 53701-2020

146-1053-42400

146-0147-23300

Parcel Number

RECITALS:

A. Julidar is the owner of certain real property located in the Village of Lake Delton, Sauk County, Wisconsin more particularly described as the southerly 100 feet of that portion of the Southwest Quarter of Section 27, Section 20, T13N, R6E, Town of Delton, Sauk County, Wisconsin lying west of the meander line of Spring Brook, together with those certain lands located in the northwest quarter of Section 20, T13N, R6E, Town of Delton, Sauk Creek County located north of the stream labeled, "Intermittent, Unnamed Stream" on the plat of Spring Brook Falls and west of Spring Brook (the "Julidar Property").

B. The Association is the owner of certain real property located in the Village of Lake Delton, Sauk County, Wisconsin more particularly described as Outlot 7, Spring Brook Falls (the "Association Property").

C. A footbridge (the "Footbridge") connects the Association Property with the Julidar Property at the location marked, "Foot Bridge" on the Plat of Spring Brook Falls.

D. The Association and Julidar desire to enter into this easement for the purpose of setting forth their respective rights and responsibilities regarding the Footbridge.

NOW THEREFORE, for good and valuable consideration, the parties to hereby agree as follows:

1. Julidar and the Association hereby each create an easement over the Julidar Property and the Association Property for the purpose of allowing pedestrian access over and across the Footbridge.

2. The easement granted in Section 1, above, may be used by the owner of the fee simple interest in the Julidar Property and by the owner of the fee simple interest in the Association Property as well as the owners' respective members, tenants, employees, customers and invitees in common with each other.

3. All costs of maintaining, repairing, removing and replacing the Footbridge shall be borne equally by Julidar and by the Association. Unless Julidar and the Association agree otherwise, all maintenance, repair and removal shall be performed by Julidar, and the Association agrees to promptly pay its share of the expenses of maintenance, repair and removal incurred by the Julidar within thirty (30) days of billing therefor. If the Association does not promptly pay its share, Julidar may pay the full cost and then have an immediate right to reimbursement from the Association, together with all reasonable attorneys' fees and other costs of collection incurred by Julidar. Repairs and maintenance shall be performed at such times and in such manner as is mutually agreeable to the parties. If the parties are unable to agree within ten (10) days of written request by one or the other on the need for the repair or maintenance, then the matter shall be referred, upon the request of either party, to arbitration.

4. The owners of the Julidar Property and the Association Property shall have equal rights of use and enjoyment of the Footbridge and shall take no action to prevent the other party's enjoyment of such rights.

5. Any notice given in connection with this Declaration shall be in writing and shall be personally delivered or mailed to the recipient at its last known address, first class, United States mail, postage prepaid. Notice by mail shall be deemed effective upon the third day following deposit in the United States mail.

6. The easements created by this Declaration shall be deemed to be easements running with the land, and shall inure to the benefit of, and be binding upon, Julidar and the Association and their respective successors and assigns.

000176

EXHIBIT A

Tax Parcel Numbers:

Outlot 7:

146-1053-42400

Julidar Property:

146-0147-23300

Section 8

686041

Document No.

DECLARATION OF CROSS EASEMENTS

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD

AT 8:30 O'CLOCK AM

ON Oct. 6 1998

James L. Keady
REGISTRAR

2100
CK

THIS DECLARATION OF CROSS EASEMENTS (the "Declaration") is made and executed as of this 30 day of September, 1998 by Julidar Corporation ("Declarant").

Return to:

Jesse S. Ishikawa
Reinhart, Boerner, Van Deuren, Norris &
Rieselbach, s.c.
P.O. Box 2020
Madison, WI 53701-2020

RECITALS

See Exhibit A

Parcel Number

A. Declarant recorded a declaration of condominium in the Registrar's Office for Sauk County, Wisconsin, as Document No. 577949, recorded in Volume 003 of Condominiums, page 001 creating a condominium known as "Spring Brook Glen Condominium Campground." Such declaration of condominium has been modified by a first amendment recorded as Document No. 583364, in Volume 003 of Condominiums, page 100; by a second amendment recorded as Document No. 591964, in Volume 003 of Condominiums, page 194; by a third amendment, recorded in Volume 003 of Condominiums, page 224; by a supplemental and fourth amendment recorded as Document No. 630341, in Volume 003 of Condominiums, page 452, and rerecorded as Document No. 638693, in Volume 003 of Condominiums, page 497; and by a fifth amendment, an affidavit regarding which was recorded as Document No. 662222. Said fifth amendment changed the name of the condominium to "Spring Brook Glen Condominium." Said declaration of condominium, as modified by said amendments, is referred to herein as the "Declaration of Spring Brook Glen Condominium." Said condominium is referred to herein as the "Condominium."

B. Section 2.01 of the Declaration of Spring Brook Glen Condominium grants to each owner of a unit within the Condominium (collectively the "Unit Owners") a nonexclusive easement and right-of-way (the "Spring Brook Glen Roadway Easement"), for purposes of vehicular and pedestrian access, and ingress and egress to, from and between the Condominium and Birchwood Road, as shown

on the plat of the Condominium, over, upon and across certain real property more particularly described on Exhibit A attached hereto and made a part hereof on the "Spring Brook Glen Roadway Property."

C. Section 2.02 of the Declaration of Spring Brook Glen Condominium reserves to Declarant access and development easements for the benefit of, and as necessary in connection with, the development and use of lands owned by Declarant, its successors or assigns, adjacent to or in the locale of the Condominium, including easements for purposes of access and rights-of-way across the lands and roadways subject to the Declaration of Spring Brook Glen Condominium for the benefit of the surrounding lands owned by Declarant, its successors and assigns. Said easements are collectively referred to herein as the "Spring Brook Glen Easements."

D. Declarant has recorded the plat of Spring Brook Falls and has executed and recorded a declaration for protective covenants dated July 14, 1997, recorded with the Sauk County Registrar's Office on July 17, 1997 as Document Number 657723 (the "Spring Brook Falls Declaration"). The Spring Brook Falls Declaration provides in Section 7.02 as follows:

Section 7.02. Members' Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right to an easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment of the Common Areas.

The "Common Areas" are defined in the Spring Brook Falls Declaration on Exhibit "D" thereto as Outlot One (1), Outlot Two (2), Outlot Three (3), Outlot Four (4), Outlot (5), Outlot Six (6), Outlot Seven (7) and Outlot Eight (8), Spring Brook Falls, all of the SW 1/4 of Section 17, Village of Delton, Sauk County, Wisconsin.

E. Declarant has recorded the plat of the First Addition to Spring Brook Falls and has executed and recorded a first amendment to the Spring Brook Falls Declaration with the Sauk County Registrar's Office on August 1, 1998 as Document No. 682325 (the "First Amendment to Spring Brook Falls Declaration"). The First Amendment to Spring Brook Falls Declaration amended the definition of "Common Areas" to include as additional lands subject to the Spring Brook Falls Easements the following lands: Outlots Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fifteen (15) and Sixteen (16), First Addition to Spring Brook Falls.

F. The easements created by Section 7.02 of the Spring Brook Falls Declaration over the areas defined as "Common Areas" under the Spring Brook Falls Declaration and under the First Amendment to Spring Brook Falls Declaration are referred to herein as the "Spring Brook Falls Easements."

G. Declarant has executed and recorded with the Sauk County Registrar's Office a Declaration of Easement and Public Utilities (the "Spring Brook Shores Declaration of Easement") dated May 26, 1998 as Document No. 677244. The Spring Brook Shores Declaration of Easement grants to all persons who have the power to convey the fee simple title to any portion of certain real property that has since been platted as "Spring Brook Shores" an easement for ingress and egress for the purpose of granting to all of such persons and their successors, attendants, employees, agents, assigns and invitees vehicular and pedestrian access across certain real property more particularly described on Exhibit A attached hereto and made a part hereof as the "Spring Brook Shores Roadway Property." The easement created by the Spring Brook Shores Declaration of Easement over the Spring Brook Shores Property is referred to herein as the "Spring Brook Shores Roadway Easement."

H. Declarant has recorded with the Sauk County Registrar's Office the plat of Spring Brook Shores and has executed and recorded a declaration for protective covenants dated April 15, 1998, and recorded with the Sauk County Registrar's Office on August 18, 1998 as Document Number 682744 (the "Spring Brook Shores Declaration"). The Spring Brook Shores Declaration provides in Section 7.02 as follows:

Section 7.02. Members' Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right to an easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment of the Common Areas.

The "Common Areas" are defined in the Spring Brook Shores Declaration on Exhibit "C" thereto as Outlot One (1), Outlot Two (2), Outlot Three (3), Outlot Four (4), and Outlot (5), Spring Brook Shores, Village of Delton, Sauk County, Wisconsin.

I. The easements created by Section 7.02 of the Spring Brook Shores Declaration over the areas defined as "Common Areas" under the Spring Brook Shores Declaration are referred to herein as the "Spring Brook Shores Easements."

J. The documents described herein that create the Private Roadway Easement, the Spring Brook Glen Easements, the Spring Brook Falls Easements, the Spring Brook Shores Easements, the Spring Brook Shores Easements, are, together with the Spring Brook Shores Declaration of Easement, referred to herein collectively as the "Easement Documents."

NOW THEREFORE, it is hereby declared that:

1. The Spring Brook Glen Roadway Easement and the Spring Brook Glen Easements shall be extended to include as beneficiaries the owners of the fee simple interest or, in the case of a lot subject to a land contract, the land contract purchaser's interest, in and to every platted lot (excluding outlots) within Spring Brook Falls, the First Addition to Spring Brook Falls, and Spring Brook Shores, and their respective successors, attendants, employees, agents, assigns and invitees.

2. The Spring Brook Falls Easements shall be extended to include as beneficiaries all of the Unit Owners, and the owners of the fee simple interest or, in the case of a lot subject to a land contract, the land contract purchaser's interest, in and to every platted lot (excluding outlots) within Spring Brook Shores, and their respective successors, attendants, employees, agents, assigns and invitees.

3. The Spring Brook Shores Easements and the Spring Brook Shores Roadway Easement shall be extended to include as beneficiaries all of the Unit Owners, and the owners of the fee simple interest or, in the case of a lot subject to a land contract, the land contract purchaser's interest, in and to every platted lot (excluding outlots) within Spring Brook Falls or the First Addition to Spring Brook Falls, and their respective successors, attendants, employees, agents, assigns and invitees.

4. The easements extended hereby shall run with the land and shall be appurtenant to the lands to which they are extended, may not be conveyed separately therefrom, and shall be perpetual.

5. The extension of the easements hereunder shall not impose upon any party who becomes a beneficiary of any such easement by virtue of this instrument the duty to pay the costs of construction, maintenance, of real estate taxes or insurance with respect to such easements. Such duties shall remain with the parties upon whom such duties were originally imposed under the respective Easement Documents.

EXHIBIT A

PROPERTIES AFFECTED

SPRING BROOK GLEN ROADWAY PROPERTY

A parcel of land located in SW 1/4-SW1/4, Section 17, T13N, R6E, Town of Delton, Sauk County, Wisconsin bounded by the following described line: Commencing at the southwest corner of said Section 17; thence NORTH along the section line, 471.15 feet to the point of beginning, also lying within the right-of-way of Birchwood Road; thence continuing NORTH along said section line, 32.21 feet, also lying within said right-of-way of Birchwood Road; thence S68°40'E, 157.91 feet; thence N44°30'E, 98.96 feet; thence S85°10'E, 435.48 feet; thence S26°30'W, 32.28 feet; thence N85°10'W, 409.47 feet; thence S44°30'W, 104.66 feet; thence N68°40'W, 165.98 feet to the point of beginning. Said parcel contains 0.473 acres.

CONDOMINIUM UNITS - SPRING BROOK GLEN CONDOMINIUM

Units 1 through 49, inclusive, 71 through 76, inclusive, and 151 through 186, inclusive, Spring Brook Glen Condominium, in the Village of Lake Delton, Wisconsin.

LOTS - SPRING BROOK FALLS

Lots 1 through 23, inclusive, and Outlots 1 through 8, inclusive, Spring Brook Falls, in the Village of Lake Delton, Wisconsin.

LOTS - FIRST ADDITION TO SPRING BROOK FALLS

Lots 24 through 47, inclusive, and Outlots 9 through 16, inclusive, First Addition to Spring Brook Falls, in the Village of Lake Delton, Wisconsin.

SPRING BROOK SHORES ROADWAY PROPERTY

A permanent 66 foot wide easement for ingress and egress located in part of the SW1/4-SW1/4, Section 17, T13N, R6E, Village of Lake Delton, Sauk County, Wisconsin, which is bounded by a line described as follows:

Commencing at the southwest corner of said Section 17; thence N00°01'10"E, 453.19 feet along the west section line; thence S89°58'50"E, 18.86 feet to the east right-of-way of Birchwood Road and the point of beginning;

thence N00°03'44"E, 69.33 feet along said right-of-way; thence S72°05'46"E, 129.83 feet; thence N54°28'00"E, 59.75 feet; thence S87°06'45"E, 25.29 feet; thence S85°10'00"E, 372.06 feet; thence S90°00'00"E, 221.36 feet; thence N22°54'59"E, 18.03 feet; thence S87°38'25"E, 37.42 feet; thence N85°10'00"W, 374.84 feet; thence S54°28'00"W, 70.04 feet; thence N72°05'46"W, 141.81 feet to the point of beginning.

Said easement contains 1.33 acres of land, more or less, and is subject to an access easement, 30 feet wide, per Document #591963 and across lands being part of Phase I and Phase II of Spring Brook Glen Condominium Campground.

LOTS - SPRING BROOK SHORES

Lots 1 through 42, inclusive, and Outlots 1 through 5, inclusive, Spring Brook Shores, in the Village of Lake Delton, Wisconsin.

Tax Parcel Numbers: Spring Brook Falls:

Lots 1-23:

146-1053-40100	146-1053-41100	146-1053-42100
146-1053-40200	146-1053-41200	146-1053-42200
146-1053-40300	146-1053-41300	146-1053-42300
146-1053-40400	146-1053-41400	
146-1053-40500	146-1053-41500	
146-1053-40600	146-1053-41600	
146-1053-40700	146-1053-41700	
146-1053-40800	146-1053-41800	
146-1053-40900	146-1053-41900	
146-1053-40100	146-1053-42000	

Outlots 1-8:

146-1053-42400

Tax Parcel Numbers: First Addition to Spring Brook Falls:

Lots 24-47 and Outlots 9-16:

146-0147-52200 (Part)

146-0147-52201 (Part)

Tax Parcel Numbers: Spring Brook Glen Condominium:

146-1053-50010	146-1053-50240	146-1053-50470	146-1053-51650
146-1053-50020	146-1053-50250	146-1053-50480	146-1053-51660
146-1053-50030	146-1053-50260	146-1053-50490	146-1053-51670
146-1053-50040	146-1053-50270	146-1053-50710	146-1053-51680
146-1053-50050	146-1053-50280	146-1053-50720	146-1053-51690
146-1053-50060	146-1053-50290	146-1053-50730	146-1053-51700
146-1053-50070	146-1053-50300	146-1053-50740	146-1053-51710
146-1053-50080	146-1053-50310	146-1053-50750	146-1053-51720
146-1053-50090	146-1053-50320	146-1053-50760	146-1053-51730
146-1053-50100	146-1053-50330	146-1053-51510	146-1053-51740
146-1053-50110	146-1053-50340	146-1053-51520	146-1053-51750
146-1053-50120	146-1053-50350	146-1053-51530	146-1053-51760
146-1053-50130	146-1053-50360	146-1053-51540	146-1053-51770
146-1053-50140	146-1053-50370	146-1053-51550	146-1053-51780
146-1053-50150	146-1053-50380	146-1053-51560	146-1053-51790
146-1053-50160	146-1053-50390	146-1053-51570	146-1053-51800
146-1053-50170	146-1053-50400	146-1053-51580	146-1053-51810
146-1053-50180	146-1053-50410	146-1053-51590	146-1053-51820
146-1053-50190	146-1053-50420	146-1053-51600	146-1053-51830
146-1053-50200	146-1053-50430	146-1053-51610	146-1053-51840
146-1053-50210	146-1053-50440	146-1053-51620	146-1053-51850
146-1053-50220	146-1053-50450	146-1053-51630	146-1053-51860
146-1053-50230	146-1053-50460	146-1053-51640	146-0147-23300

Tax Parcel Numbers: Spring Brook Shores:

146-0147-23300 (Part)

711301

000151

Document No.

**SUPPLEMENT TO
DECLARATION OF CROSS EASEMENTS**

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD

AT 1:15 O'CLOCK ^P M

ON Aug 20 1999

Kenneth R. Keady
REGISTRAR

26.00 ch

THIS SUPPLEMENT TO DECLARATION OF CROSS EASEMENTS (the "Supplement") is made and executed as of this 18 day of August, 1999 by Julidar Corporation ("Declarant").

Return to:
Jesse S. Ishikawa
Reinhart, Boerner, Van Deuren, Norris &
Rieselbach, s.c.
P.O. Box 2020
Madison, WI 53701-2020

RECITALS

See Exhibits A, B and C

Parcel Number

A. Declarant recorded a declaration of cross easements in the Registrar's Office for Sauk County, Wisconsin, as Document No. 686041 (the "Cross-Easement"), which affects certain real property located in the Village of Lake Delton, Wisconsin and more particularly described on Exhibit A attached hereto and made a part hereof.

B. Declarant has recorded the plat of the Second Addition to Spring Brook Falls, creating Lots 48 through 57, inclusive, and Outlots 17, 18 and 19, Second Addition to Spring Brook Falls. Said Lots are referred to herein as the "Second Addition to Spring Brook Falls Lots" and said Outlots are referred to herein as the "Second Addition to Spring Brook Falls Outlots." The tax parcel numbers for the Second Addition to Spring Brook Falls Lots and the Second Addition to Spring Brook Falls Outlots are set forth on Exhibit B attached hereto and made a part hereof.

C. Declarant has recorded the Third Amendment to Declaration of Protective Covenants for Spring Brook Falls with the Sauk County Registrar's Office as Document No. 71150. Said Third Amendment amended the definition of "Common Areas" set forth in the Spring Brook Falls Declaration to include as

additional lands subject to the Spring Brook Falls Easements the Spring Brook Falls Outlots.

D. Declarant has recorded the plat of the First Addition to Spring Brook Shores, creating Lots 43 through 62, inclusive, and Outlots 6, 7, 8 and 9, First Addition to Spring Brook Shores, in the Village of Lake Delton, Wisconsin. Said Lots are referred to herein as the "First Addition to Spring Brook Shores Lots" and said Outlots are referred to herein as the "First Addition to Spring Brook Shores Outlots." The tax parcel numbers for the First Addition to Spring Brook Shores Lots and the First Addition to Spring Brook Shores Outlots are set forth on Exhibit C attached hereto and made a part hereof.

E. Declarant has executed and recorded the First Amendment to Declaration of Protective Covenants for Spring Brook Shores with the Sauk County Registrar's Office as Document No. 71147. Said Second Amendment amended the definition of "Common Areas" set forth in the Spring Brook Shores Declaration to include as additional lands subject to the Spring Brook Shores Easements Outlots 6, 7 and 9, First Addition to Spring Brook Shores.

F. Declarant has executed and recorded the Spring Brook Shores Declaration of Easement.

G. Declarant desires to extend the terms of the easements created by the Cross Easement, and extend the scope of the properties that are benefitted by such easements, pursuant to the terms of this Supplement.

NOW THEREFORE, it is hereby declared that:

1. All capitalized terms that are defined in the Cross Easement and that are not defined in this Supplement shall have the meanings assigned to such terms by the Cross Easement.

2. The "Spring Brook Falls Easements," as such term is used in the Cross Easement, are hereby expanded to include the easements over the Second Addition to Spring Brook Falls Outlots, which easements are created under the Third Amendment to Declaration of Protective Covenants for Spring Brook Falls.

3. The "Spring Brook Shores Easements," as such term is used in the Cross Easement, are hereby expanded to include the easements over Outlots 6, 7 and 9, First Addition to Spring Brook Shores, which easements are created under the First Amendment to Declaration of Protective Covenants for Spring Brook Shores.

000153

4. The owners of the Second Addition to Spring Brook Falls Lots and their respective successors, attendants, employees, agents, assigns and invitees shall be beneficiaries of all of the easements granted under the Cross Easement, as amended by this Supplement, that are granted to the owners of platted lots located within Spring Brook Falls or the First Addition to Spring Brook Falls.

5. The owners of the First Addition to Spring Brook Shores Lots, and the owner of Outlot 8, First Addition to Spring Brook Shores, and their respective successors, attendants, employees, agents, assigns and invitees, shall be beneficiaries of all of the easements granted under the Cross Easement, as amended by this Supplement, that are granted to the owners of platted lots within Spring Brook Shores.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date set forth above.

JULIDAR CORPORATION ("Declarant")

By: 
Darrel A. Mor, President

000154

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) ss.

COUNTY OF SAUK)

Personally came before me this 10th day of August, 1999,
Darrel A. Mor, who executed the above instrument and acknowledged the same.



Name: JON BERNAWOCK
Notary Public, State of Wisconsin
My Commission: 9-24-90

This document was drafted by:

Jesse S. Ishikawa
Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
22 East Mifflin Street, Suite 600
P.O. Box 2020
Madison, WI 53701-2020
Telephone: (608) 229-2200

000155

EXHIBIT A

PROPERTIES AFFECTED

SPRING BROOK GLEN ROADWAY PROPERTY

A parcel of land located in SW 1/4-SW1/4, Section 17, T13N, R6E, Town of Delton, Sauk County, Wisconsin bounded by the following described line: Commencing at the southwest corner of said Section 17; thence NORTH along the section line, 471.15 feet to the point of beginning, also lying within the right-of-way of Birchwood Road; thence continuing NORTH along said section line, 32.21 feet, also lying within said right-of-way of Birchwood Road; thence S68°40'E, 157.91 feet; thence N44°30'E, 98.96 feet; thence S85°10'E, 435.48 feet; thence S26°30'W, 32.28 feet; thence N85°10'W, 409.47 feet; thence S44°30'W, 104.66 feet; thence N68°40'W, 165.98 feet to the point of beginning. Said parcel contains 0.473 acres.

CONDOMINIUM UNITS - SPRING BROOK GLEN CONDOMINIUM

Units 1 through 49, inclusive, 71 through 76, inclusive, and 151 through 186, inclusive, Spring Brook Glen Condominium, in the Village of Lake Delton, Wisconsin.

LOTS - SPRING BROOK FALLS

Lots 1 through 23, inclusive, and Outlots 1 through 8, inclusive, Spring Brook Falls, in the Village of Lake Delton, Wisconsin.

LOTS - FIRST ADDITION TO SPRING BROOK FALLS

Lots 24 through 47, inclusive, and Outlots 9 through 16, inclusive, First Addition to Spring Brook Falls, in the Village of Lake Delton, Wisconsin.

SPRING BROOK SHORES ROADWAY PROPERTY

A permanent 66 foot wide easement for ingress and egress located in part of the SW1/4-SW1/4, Section 17, T13N, R6E, Village of Lake Delton, Sauk County, Wisconsin, which is bounded by a line described as follows:

Commencing at the southwest corner of said Section 17; thence N00°01'10"E, 453.19 feet along the west section line; thence S89°58'50"E, 18.86 feet to the east right-of-way of Birchwood Road and the point of beginning;

000156

thence N00°03'44"E, 69.33 feet along said right-of-way; thence S72°05'46"E, 129.83 feet; thence N54°28'00"E, 59.75 feet; thence S87°06'45"E, 25.29 feet; thence S85°10'00"E, 372.06 feet; thence S90°00'00"E, 221.36 feet; thence N22°54'59"E, 18.03 feet; thence S87°38'25"E, 37.42 feet; thence N85°10'00"W, 374.84 feet; thence S54°28'00"W, 70.04 feet; thence N72°05'46"W, 141.81 feet to the point of beginning.

Said easement contains 1.33 acres of land, more or less, and is subject to an access easement, 30 feet wide, per Document #591963 and across lands being part of Phase I and Phase II of Spring Brook Glen Condominium Campground.

LOTS - SPRING BROOK SHORES

Lots 1 through 42, inclusive, and Outlots 1 through 5, inclusive, Spring Brook Shores, in the Village of Lake Delton, Wisconsin.

Tax Parcel Numbers: Spring Brook Falls:

Lots 1-23:

146-1053-40100	146-1053-41100	146-1053-42100
146-1053-40200	146-1053-41200	146-1053-42200
146-1053-40300	146-1053-41300	146-1053-42300
146-1053-40400	146-1053-41400	
146-1053-40500	146-1053-41500	
146-1053-40600	146-1053-41600	
146-1053-40700	146-1053-41700	
146-1053-40800	146-1053-41800	
146-1053-40900	146-1053-41900	
146-1053-41000	146-1053-42000	

Outlots 1-8:

146-1053-42400

Tax Parcel Numbers: First Addition to Spring Brook Falls:

Lots 24-47 and Outlots 9-16:

146-0147-52200 (Part)

000157

146-0147-52201 (Part)

Tax Parcel Numbers: Spring Brook Glen Condominium:

146-1053-50010	146-1053-50240	146-1053-50470	146-1053-51650
146-1053-50020	146-1053-50250	146-1053-50480	146-1053-51660
146-1053-50030	146-1053-50260	146-1053-50490	146-1053-51670
146-1053-50040	146-1053-50270	146-1053-50710	146-1053-51680
146-1053-50050	146-1053-50280	146-1053-50720	146-1053-51690
146-1053-50060	146-1053-50290	146-1053-50730	146-1053-51700
146-1053-50070	146-1053-50300	146-1053-50740	146-1053-51710
146-1053-50080	146-1053-50310	146-1053-50750	146-1053-51720
146-1053-50090	146-1053-50320	146-1053-50760	146-1053-51730
146-1053-50100	146-1053-50330	146-1053-51510	146-1053-51740
146-1053-50110	146-1053-50340	146-1053-51520	146-1053-51750
146-1053-50120	146-1053-50350	146-1053-51530	146-1053-51760
146-1053-50130	146-1053-50360	146-1053-51540	146-1053-51770
146-1053-50140	146-1053-50370	146-1053-51550	146-1053-51780
146-1053-50150	146-1053-50380	146-1053-51560	146-1053-51790
146-1053-50160	146-1053-50390	146-1053-51570	146-1053-51800
146-1053-50170	146-1053-50400	146-1053-51580	146-1053-51810
146-1053-50180	146-1053-50410	146-1053-51590	146-1053-51820
146-1053-50190	146-1053-50420	146-1053-51600	146-1053-51830
146-1053-50200	146-1053-50430	146-1053-51610	146-1053-51840
146-1053-50210	146-1053-50440	146-1053-51620	146-1053-51850
146-1053-50220	146-1053-50450	146-1053-51630	146-1053-51860
146-1053-50230	146-1053-50460	146-1053-51640	146-0147-23300

000158

EXHIBIT B

**Tax Parcel Numbers for
Second Addition to Spring Brook Falls**

**Lots and Outlots:
146-0147-23300 (Part)**

000159

EXHIBIT C

Tax Parcel Numbers for Lots and Outlots
in First Addition to Spring Brook Shores:
146-0147-23300 (Part)

000211

731319

Document No.

**SECOND SUPPLEMENT TO
DECLARATION OF CROSS EASEMENTS**

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD

AT 3:00 O'CLOCK PM M

ON Jul-25 2000

Jesse S. Ishikawa
REGISTRAR

25.00

THIS SECOND SUPPLEMENT TO DECLARATION OF CROSS EASEMENTS (the "Supplement") is made and executed as of this 24 day of July, 2000 by Julidar Corporation ("Declarant").

Return to:
Jesse S. Ishikawa *Das mor pick up*
Reinhart, Boerner, Van Deuren, Norris &
Rieselbach, s.c.
P.O. Box 2018
Madison, WI 53701-2018

RECITALS

See Exhibits A, B and C
Parcel Number

A. Declarant recorded a declaration of cross easements in the Registrar's Office for Sauk County, Wisconsin, as Document No. 686041 and a supplement thereto as Document No. 711301 (which declaration, as modified by the supplement, is referred to herein as the "Cross-Easement"), which affects certain real property located in the Village of Lake Delton, Wisconsin and more particularly described on Exhibit A attached hereto and made a part hereof.

B. Declarant has recorded the plat of the Third Addition to Spring Brook Falls, creating Lots 58 through 62, inclusive, and Outlots 20 and 21, Third Addition to Spring Brook Falls. Said Lots are referred to herein as the "Third Addition to Spring Brook Falls Lots" and said Outlots are referred to herein as the "Third Addition to Spring Brook Falls Outlots." The tax parcel numbers for the Third Addition to Spring Brook Falls Lots and the Third Addition to Spring Brook Falls Outlots are set forth on Exhibit B attached hereto and made a part hereof.

C. Declarant has recorded the Fourth Amendment to Declaration of Protective Covenants for Spring Brook Falls with the Sauk County Registrar's Office as Document No. 731315. Said Fourth Amendment amended the definition of "Common Areas" set forth in the Spring Brook Falls Declaration to include as

additional lands subject to the Spring Brook Falls Easements the Third Addition to Spring Brook Falls Outlots.

D. Declarant has recorded the plat of the Second Addition to Spring Brook Shores, creating Lots 63 through 95, inclusive, and Outlots 10 through 13, Second Addition to Spring Brook Shores, in the Village of Lake Delton, Wisconsin. Said Lots are referred to herein as the "Second Addition to Spring Brook Shores Lots" and said Outlots are referred to herein as the "Second Addition to Spring Brook Shores Outlots." The tax parcel numbers for the Second Addition to Spring Brook Shores Lots and the Second Addition to Spring Brook Shores Outlots are set forth on Exhibit C attached hereto and made a part hereof.

E. Declarant has executed and recorded the Second Amendment to Declaration of Protective Covenants for Spring Brook Shores with the Sauk County Registrar's Office as Document No. 731311e. Said Second Amendment amended the definition of "Common Areas" set forth in the Spring Brook Shores Declaration to include as additional lands subject to the Spring Brook Shores Easements the Second Addition to Spring Brook Shores Outlots.

F. Declarant desires to extend the terms of the easements created by the Cross Easement, and extend the scope of the properties that are benefitted by such easements, pursuant to the terms of this Supplement.

NOW THEREFORE, it is hereby declared that:

1. All capitalized terms that are defined in the Cross Easement and that are not defined in this Supplement shall have the meanings assigned to such terms by the Cross Easement.
2. The "Spring Brook Falls Easements," as such term is used in the Cross Easement, are hereby expanded to include the easements over the Third Addition to Spring Brook Falls Outlots, which easements are created under the Fourth Amendment to Declaration of Protective Covenants for Spring Brook Falls.
3. The "Spring Brook Shores Easements," as such term is used in the Cross Easement, are hereby expanded to include the easements over the Second Addition to Spring Brook Shores Outlots, which easements are created under the Second Amendment to Declaration of Protective Covenants for Spring Brook Shores.
4. The owners of the Third Addition to Spring Brook Falls Lots and their respective successors, attendants, employees, agents, assigns and invitees shall be

beneficiaries of all of the easements granted under the Cross Easement, as amended by this Supplement, that are granted to the owners of platted lots located within Spring Brook Falls, the First Addition to Spring Brook Falls or the Second Addition to Spring Brook Falls.

5. The owners of the Second Addition to Spring Brook Shores Lots, and their respective successors, attendants, employees, agents, assigns and invitees, shall be beneficiaries of all of the easements granted under the Cross Easement, as amended by this Supplement, that are granted to the owners of platted lots within Spring Brook Shores or the First Addition to Spring Brook Shores.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date set forth above.

JULIDAR CORPORATION ("Declarant")

By: _____


Darrel A. Mor, President

000215

EXHIBIT A

PROPERTIES AFFECTED

SPRING BROOK GLEN ROADWAY PROPERTY

A parcel of land located in SW 1/4-SW1/4, Section 17, T13N, R6E, Town of Delton, Sauk County, Wisconsin bounded by the following described line: Commencing at the southwest corner of said Section 17; thence NORTH along the section line, 471.15 feet to the point of beginning, also lying within the right-of-way of Birchwood Road; thence continuing NORTH along said section line, 32.21 feet, also lying within said right-of-way of Birchwood Road; thence S68°40'E, 157.91 feet; thence N44°30'E, 98.96 feet; thence S85°10'E, 435.48 feet; thence S26°30'W, 32.28 feet; thence N85°10'W, 409.47 feet; thence S44°30'W, 104.66 feet; thence N68°40'W, 165.98 feet to the point of beginning. Said parcel contains 0.473 acres.

CONDOMINIUM UNITS - SPRING BROOK GLEN CONDOMINIUM

Units 1 through 49, inclusive, 71 through 76, inclusive, and 151 through 186, inclusive, Spring Brook Glen Condominium, in the Village of Lake Delton, Wisconsin.

LOTS - SPRING BROOK FALLS

Lots 1 through 23, inclusive, and Outlots 1 through 8, inclusive, Spring Brook Falls, in the Village of Lake Delton, Wisconsin.

LOTS - FIRST ADDITION TO SPRING BROOK FALLS

Lots 24 through 47, inclusive, and Outlots 9 through 16, inclusive, First Addition to Spring Brook Falls, in the Village of Lake Delton, Wisconsin.

LOTS - SECOND ADDITION TO SPRING BROOK FALLS

Lots 48 through 57, inclusive, and Outlots 17, 18 and 19, Second Addition to Spring Brook Falls.

SPRING BROOK SHORES ROADWAY PROPERTY

A permanent 66 foot wide easement for ingress and egress located in part of the SW1/4-SW1/4, Section 17, T13N, R6E, Village of Lake Delton, Sauk County, Wisconsin, which is bounded by a line described as follows:

Commencing at the southwest corner of said Section 17; thence N00°01'10"E, 453.19 feet along the west section line; thence S89°58'50"E, 18.86 feet to the east right-of-way of Birchwood Road and the point of beginning;

thence N00°03'44"E, 69.33 feet along said right-of-way; thence S72°05'46"E, 129.83 feet; thence N54°28'00"E, 59.75 feet; thence S87°06'45"E, 25.29 feet; thence S85°10'00"E, 372.06 feet; thence S90°00'00"E, 221.36 feet; thence N22°54'59"E, 18.03 feet; thence S87°38'25"E, 37.42 feet; thence N85°10'00"W, 374.84 feet; thence S54°28'00"W, 70.04 feet; thence N72°05'46"W, 141.81 feet to the point of beginning.

Said easement contains 1.33 acres of land, more or less, and is subject to an access easement, 30 feet wide, per Document #591963 and across lands being part of Phase I and Phase II of Spring Brook Glen Condominium Campground.

LOTS - SPRING BROOK SHORES

Lots 1 through 42, inclusive, and Outlots 1 through 5, inclusive, Spring Brook Shores, in the Village of Lake Delton, Wisconsin.

LOTS - FIRST ADDITION TO SPRING BROOK SHORES

Lots 43 through 62, inclusive, and Outlots 6, 7, 8 and 9, First Addition to Spring Brook Shores, in the Village of Lake Delton, Wisconsin.

Tax Parcel Numbers: Spring Brook Falls:

Lots 1-62:

146-1053-40100	146-1053-41700	146-1053-43300	146-1053-4490
146-1053-40200	146-1053-41800	146-1053-43400	146-1053-4500
146-1053-40300	146-1053-41900	146-1053-43500	146-1053-4510
146-1053-40400	146-1053-42000	146-1053-43600	146-1053-4520
146-1053-40500	146-1053-42100	146-1053-43700	146-1053-4530

000217

146-1053-40600	146-1053-42200	146-1053-43800	146-1053-4540
146-1053-40700	146-1053-42300	146-1053-43900	146-1053-4550
146-1053-40800	146-1053-42400	146-1053-44000	146-1053-4560
146-1053-40900	146-1053-42500	146-1053-44100	146-1053-4570
146-1053-41000	146-1053-42600	146-1053-44200	146-1053-4580
146-1053-41100	146-1053-42700	146-1053-44300	146-1053-4590
146-1053-41200	146-1053-42800	146-1053-44400	146-1053-4600
146-1053-41300	146-1053-42900	146-1053-44500	146-1053-4610
146-1053-41400	146-1053-43000	146-1053-44600	146-1053-4620
146-1053-41500	146-1053-43100	146-1053-44700	
146-1053-41600	146-1053-43200	146-1053-44800	

Outlots 1-8:

Outlot 9:

Outlot 14:

Outlots 10-13,15-19:

146-1053-42301

146-1053-44701

146-1053-44702

146-1053-44703

Tax Parcel Numbers: Spring Brook Glen Condominium:

146-1053-50010	146-1053-50240	146-1053-50470	146-1053-51650
146-1053-50020	146-1053-50250	146-1053-50480	146-1053-51660
146-1053-50030	146-1053-50260	146-1053-50490	146-1053-51670
146-1053-50040	146-1053-50270	146-1053-50710	146-1053-51680
146-1053-50050	146-1053-50280	146-1053-50720	146-1053-51690
146-1053-50060	146-1053-50290	146-1053-50730	146-1053-51700
146-1053-50070	146-1053-50300	146-1053-50740	146-1053-51710
146-1053-50080	146-1053-50310	146-1053-50750	146-1053-51720
146-1053-50090	146-1053-50320	146-1053-50760	146-1053-51730
146-1053-50100	146-1053-50330	146-1053-51510	146-1053-51740
146-1053-50110	146-1053-50340	146-1053-51520	146-1053-51750
146-1053-50120	146-1053-50350	146-1053-51530	146-1053-51760
146-1053-50130	146-1053-50360	146-1053-51540	146-1053-51770
146-1053-50140	146-1053-50370	146-1053-51550	146-1053-51780
146-1053-50150	146-1053-50380	146-1053-51560	146-1053-51790
146-1053-50160	146-1053-50390	146-1053-51570	146-1053-51800
146-1053-50170	146-1053-50400	146-1053-51580	146-1053-51810
146-1053-50180	146-1053-50410	146-1053-51590	146-1053-51820
146-1053-50190	146-1053-50420	146-1053-51600	146-1053-51830
146-1053-50200	146-1053-50430	146-1053-51610	146-1053-51840
146-1053-50210	146-1053-50440	146-1053-51620	146-1053-51850
146-1053-50220	146-1053-50450	146-1053-51630	146-1053-51860
146-1053-50230	146-1053-50460	146-1053-51640	

Tax Parcel Numbers: Spring Brook Shores:

146-1053-70010	146-1053-70260	146-1053-70510
146-1053-70020	146-1053-70270	146-1053-70520
146-1053-70030	146-1053-70280	146-1053-70530
146-1053-70040	146-1053-70290	146-1053-70540
146-1053-70050	146-1053-70300	146-1053-70550
146-1053-70060	146-1053-70310	146-1053-70560
146-1053-70070	146-1053-70320	146-1053-70570
146-1053-70080	146-1053-70330	146-1053-70580
146-1053-70090	146-1053-70340	146-1053-70590
146-1053-70100	146-1053-70350	146-1053-70600
146-1053-70110	146-1053-70360	146-1053-70610
146-1053-70120	146-1053-70370	146-1053-70620
146-1053-70130	146-1053-70380	
146-1053-70140	146-1053-70390	
146-1053-70150	146-1053-70400	
146-1053-70160	146-1053-70410	
146-1053-70170	146-1053-70420	
146-1053-70180	146-1053-70430	
146-1053-70190	146-1053-70440	
146-1053-70200	146-1053-70450	
146-1053-70210	146-1053-70460	
146-1053-70220	146-1053-70470	
146-1053-70230	146-1053-70480	
146-1053-70240	146-1053-70490	
146-1053-70250	146-1053-70500	

Outlots 1-7, 9:

Outlot 8:

146-1053-70421

146-1053-70422

000219

EXHIBIT B

Tax Parcel Numbers:

Third Addition to Spring Brook Falls

146-1053-52200 (part)

000220

EXHIBIT C

Tax Parcel Numbers:

Second Addition to Spring Brook Shores

146-1053-23100 (part)

146-1053-23200 (part)

000428

761714

Document No.

DECLARATION OF EASEMENTS

(Third Addition to Spring Brook Shores)

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD

AT 11:30 O'CLOCK A M

ON Nov 27 20 01

Scott Bailey

REGISTRAR

ck
25 15

THIS DECLARATION OF EASEMENTS (the "Declaration") is made and executed as of this 26th day of November, 2001 by Julidar Corporation ("Declarant").

Return to:
Jesse S. Ishikawa
Reinhart, Boerner, Van Deuren, Norris &
Rieselbach, s.c.
P.O. Box 2018
Madison, WI 53701-2018

RECITALS

See Exhibit A
Parcel Number

A. Declarant is the owner of Lots 96 through 127, inclusive, Third Addition to Spring Brook Shores (collectively the "Lots"), and of Outlots 14 through 22, inclusive, Third Addition to Spring Brook Shores (the "Outlots").

B. Declarant desires to grant easements over certain of the Outlots.

NOW THEREFORE, it is hereby declared that:

1. Roadway Property Easement. Outlots 18 and 21 (collectively the "Roadway Property") shall be subject to the following easements, all of which shall be perpetual and nonexclusive:

(a) Vehicular and Pedestrian Access Easement. An easement for ingress and egress for the purpose of granting to all of the owners of the Spring Brook Shores Lots and their successors, attendants, employees, agents, assigns and invitees vehicular and pedestrian access across the Roadway Property.

(b) Utility Easement. A public utility easement for the purpose of permitting public utilities to install, lay, operate, repair and maintain underground pipes and conduits for water, storm sewer, sanitary sewer, gas and electric service under the surface of the Roadway Property. Any public utility installing any improvements within the Roadway Property shall restore the surface of the Roadway Property to its condition existing prior to such installation.

(c) Fire Department and Vehicular Access. An easement for ingress and egress, and for emergency access by the local fire department or any other emergency services, and for ingress and egress for garbage trucks and other service vehicles, for the purpose of granting the providers of such services vehicular and emergency access across the Roadway Property.

Parking shall not be allowed upon the Roadway Property, except that parking shall be allowed in visitor parking areas located off of and adjacent to the drive aisles.

2. Stormwater Drainage Easement. All of the Outlots shall be subject to an easement for stormwater drainage.

3. Pedestrian Walkway Easement. Outlots 15, 16 and 20 shall be subject to a pedestrian walkway easement. At such time as Declarant or the Association designates a specific path or walkway, the pedestrian walkway easement shall be limited to such path or walkway. Said Outlots shall also be subject to an easement for stormwater retention.

4. Beneficiaries. The owners of all lots contained within the plats of Spring Brook Shores, the First Addition to Spring Brook Shores, the Second Addition to Spring Brook Shores, and the Third Addition to Spring Brook Shores (collectively the "Spring Brook Shores Lots") shall be the beneficiaries of the easements described in Sections 1(a), 2, and 3. In addition, the owners of all lots contained within the plats of Spring Brook Falls, the First Addition to Spring Brook Falls, the Second Addition to Spring Brook Falls, and the Third Addition to Spring Brook Falls (collectively the "Spring Brook Falls Lots") shall also be beneficiaries of the easements described in Section 1(a). Public utilities providing the services listed in Section 1(b) are the beneficiaries of the easements described in Section 1(b). The parties providing the services described in Section 1(c) are the beneficiaries of the easement described in Section 1(c). The easements set forth in Section 1(a) are easements appurtenant to the Spring Brook Falls Lots and the Spring Brook Shores Lots and may not be severed or separated from the Spring Brook Falls Lots and the Spring Brook Shores Lots. The easements set forth in Sections 2 and 3 are

easements appurtenant to the Spring Brook Shores Lots and may not be severed or separated from the Spring Brook Shores Lots. All of the easements granted hereunder are perpetual shall run with the land.

5. Rights Reserved. Declarant reserves any and all rights to use of the Outlots for any purpose that is consistent with the enjoyment of the easement rights granted hereby, including, without limitation, the right to extend the right to use any of the easement rights granted hereunder to other persons or properties.

6. General Annual Charge. The cost of maintaining, repairing and replacing all improvements within the easements granted by this Declaration shall be borne by the Spring Brook Shores Home Owners Association, Inc. (the "Association") and shall be assessed as set forth in Article IX of the Declaration of Protective Covenants dated April 1, 1988 and recorded August 18, 1998 with the Sauk County Registrar's office as Document No. 682744, as amended. To the extent, however, that Declarant in the future extends the easements set forth herein to benefit lands other than the Spring Brook Falls Lots, the Spring Brook Shores Lots, or units within Spring Brook Glen Condominium, then such other lands shall bear an equitable portion of such costs, as determined by Declarant in its reasonable discretion.

7. Public Dedication. The right of the Association to dedicate any of the Outlots to the public is governed by the Declaration of Protective Covenants for Spring Brook Shores recorded as Document No. 682744, as amended.

8. Amendment. This Declaration may be amended by the recording of a written instrument executed by or on behalf of all the following: (a) Declarant; (b) the owners of at least Sixty Percent (60%) of the Lots located within the Third Addition to Spring Brook Shores; (c) in the case of any amendment to Section 2(b) only, all public utilities who have installed improvements within the Roadway Property; and (d) in the case of Section 1(c) and 2, the Village of Lake Delton. Notwithstanding the foregoing, this Declaration shall not be amended in a manner that would cause any of the Lots located within the Third Addition to Spring Brook Shores to cease to have access from such Lot to Birchwood Road over the Roadway Property without the consent of the owners of such Lots.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date set forth above.

JULIDAR CORPORATION ("Declarant")

By: 
Darrel A. Mor, President

AGREED TO:

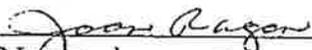
SPRING BROOK SHORES HOME OWNERS ASSOCIATION, INC.

By: 
Name: Darrel Mor
Title: President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
 Columbia) ss.
COUNTY OF ~~SATK~~)

Personally came before me this 26th day of November, 2001, Darrel A. Mor, who executed the above instrument and acknowledged the same.


Name: Joan Ragan
Notary Public, State of Wisconsin
My Commission: 7-14-02

000432

ACKNOWLEDGMENT

STATE OF WISCONSIN)

 Columbia) ss.
COUNTY OF SAUK)

Personally came before me this 26th day of November, 2001, Daniel A. Mor
_____, who executed the above instrument and acknowledged the same.

Jean Ragan
Name: Jean Ragan
Notary Public, State of Wisconsin
My Commission: 7-14-02

This document was drafted by:

Jesse S. Ishikawa
Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
22 East Mifflin Street, Suite 600
P.O. Box 2018
Madison, WI 53701-2018
Telephone: (608) 229-2200

000433

EXHIBIT A Tax Parcel Numbers

Tax Parcel Numbers for Lots 1 through 42,
and Outlots 1 through 5, Spring Brook Shores;
and for

Lots 43 through 62 and Outlots 6 through 9,
First Addition to Spring Brook Shores;
and for

Lots 63 through 95 and Outlots 10 through 13,
Second Addition to Spring Brook Shores:

146-1053-70010	146-1053-70260	146-1053-70510	146-1053-70760
146-1053-70020	146-1053-70270	146-1053-70520	146-1053-70770
146-1053-70030	146-1053-70280	146-1053-70530	146-1053-70780
146-1053-70040	146-1053-70290	146-1053-70540	146-1053-70790
146-1053-70050	146-1053-70300	146-1053-70550	146-1053-70800
146-1053-70060	146-1053-70310	146-1053-70560	146-1053-70810
146-1053-70070	146-1053-70320	146-1053-70570	146-1053-70820
146-1053-70080	146-1053-70330	146-1053-70580	146-1053-70830
146-1053-70090	146-1053-70340	146-1053-70590	146-1053-70840
146-1053-70100	146-1053-70350	146-1053-70600	146-1053-70850
146-1053-70110	146-1053-70360	146-1053-70610	146-1053-70860
146-1053-70120	146-1053-70370	146-1053-70620	146-1053-70870
146-1053-70130	146-1053-70380	146-1053-70630	146-1053-70880
146-1053-70140	146-1053-70390	146-1053-70640	146-1053-70890
146-1053-70150	146-1053-70400	146-1053-70650	146-1053-70900
146-1053-70160	146-1053-70410	146-1053-70660	146-1053-70910
146-1053-70170	146-1053-70420	146-1053-70670	146-1053-70920
146-1053-70180	146-1053-70430	146-1053-70680	146-1053-70930
146-1053-70190	146-1053-70440	146-1053-70690	146-1053-70940
146-1053-70200	146-1053-70450	146-1053-70700	146-1053-70950
146-1053-70210	146-1053-70460	146-1053-70710	
146-1053-70220	146-1053-70470	146-1053-70720	
146-1053-70230	146-1053-70480	146-1053-70730	
146-1053-70240	146-1053-70490	146-1053-70740	
146-1053-70250	146-1053-70500	146-1053-70750	

Outlots 1-7, 9:
146-1053-70421

Outlot 8:
146-1053-70422

Outlot 10-13:
146-1053-70951

000434

Lots 96 through 127, inclusive and Outlots 14 through 22, inclusive, Spring Brook
Shores, in the Village of Lake Delton, Wisconsin: 146-1053-23200 (part).

Tax Parcel Numbers

Tax Parcel Numbers for Lots 1 through 23,
and Outlots 1 through 8, Spring Brook Falls;
and for

Lots 24 through 47 and Outlots 9 through 16,
First Addition to Spring Brook Falls;
and for

Lots 48 through 57 and Outlots 17 through 19,
Second Addition to Spring Brook Falls;
and for

Lots 58 through 62 and Outlots 20 through 21,
Third Addition to Spring Brook Falls:

Lots 1-62:

146-1053-40100	146-1053-41700	146-1053-43300	146-1053-4490
146-1053-40200	146-1053-41800	146-1053-43400	146-1053-4500
146-1053-40300	146-1053-41900	146-1053-43500	146-1053-4510
146-1053-40400	146-1053-42000	146-1053-43600	146-1053-4520
146-1053-40500	146-1053-42100	146-1053-43700	146-1053-4530
146-1053-40600	146-1053-42200	146-1053-43800	146-1053-4540
146-1053-40700	146-1053-42300	146-1053-43900	146-1053-4550
146-1053-40800	146-1053-42400	146-1053-44000	146-1053-4560
146-1053-40900	146-1053-42500	146-1053-44100	146-1053-4570
146-1053-41000	146-1053-42600	146-1053-44200	146-1053-4580
146-1053-41100	146-1053-42700	146-1053-44300	146-1053-4590
146-1053-41200	146-1053-42800	146-1053-44400	146-1053-4600
146-1053-41300	146-1053-42900	146-1053-44500	146-1053-4610
146-1053-41400	146-1053-43000	146-1053-44600	146-1053-4620
146-1053-41500	146-1053-43100	146-1053-44700	
146-1053-41600	146-1053-43200	146-1053-44800	

Outlots 1-8:

146-1053-42301

Outlot 9:

146-1053-44701

Outlot 14:

146-1053-44702

Outlots 10-13,15-21:

146-1053-44703

Section 9

SERVICE AGREEMENT

THIS AGREEMENT made as of the 1st day of September, 2007, between SPRING BROOK CONSTRUCTION, LLC ("Manager") and SPRING BROOK FALLS OWNERS ASSOCIATION, INC., a Wisconsin non-stock corporation ("the Association").

WHEREAS, Manager is willing to render such services;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided. Manager shall be responsible for the following:
 - (a) Mow all common areas at \$48.00/hour, to be billed monthly. Mow all neglected lots at a rate of \$45.00 per lot per mow.
 - (b) Snowplow all Association roads and nature trails at \$65.00/hour per pick-up truck, \$85.00/hour per bobcat & \$115.00/hour per loader, to be billed monthly. Sand and/or salt will be charged at time and material as needed.
 - (c) Allow for garbage removal by supplying dumpsters at Spring Brook's main office area, provided, however, that the Association shall not allow its Members to place leaves and brush in such dumpsters. The Association will be billed monthly at \$250.00 plus sales tax. Leaf & brush pick up will be billed at \$40.00/hour as needed.
 - (d) Provide general administrative services including billing, notices of meetings, processing of accounts payable and maintaining of Association books and records. These services shall not include any legal or tax services. The Association will be billed monthly at \$45.00/hour.
 - (e) Provide security patrols daily for the summer season (from Memorial Day through Labor Day) and on weekends during the remaining months. The Association will be billed \$500.00/month for June, July and August and will be billed \$150.00 /month for the remaining months.
 - (f) Enforce those provisions of the declaration of protective covenants for the development that are initialed below. Enforcement services shall include, at Manager's discretion, communicating with the owners involved, taking action to cure the violations at the Association's expense (to be billed to the violator), preparing and filing the documents necessary to collect amounts owed (such as levying special assessments), and pursuing claims in small claims court. The Association will be billed monthly at \$45.00 per hour plus expenses. Manager shall not take any legal action other than in small claims court without prior approval from the Association's president.

DOT

(Initial or leave blank, as appropriate)

ASB/X

1. Collecting Dues. *only one*

2. Landscaping requirements such as mowing.

3. Fencing requirements.

- _____ 4. Sign restrictions.
- _____ 5. Outdoor storage restrictions.
- _____ 6. Rules for roadways.

2. Term. This Agreement shall commence on September 1, 2007 and shall continue in effect for five years (i.e., through August 31, 2012). Thereafter, this Agreement shall automatically renew for additional periods of one year each unless notice of non-renewal is given by either party no later than August 1 in the year of termination. In addition, Manager may, by delivery of written notice to the Association, terminate this Agreement at any time upon 60 days' notice.
3. Annual rate increases. All above rates are subject to annual CPI rate increases published in July of each year starting July, 2008. The CPI is defined as the Consumer Price Index as published by the Bureau of Labor Statistics of the United States Department of Labor. The rate increases go into effect September 1st of each year. In addition, if any particular commodity or service provided by, or purchased by, Manager in carrying out its duties under this Agreement increases in price in a manner substantially beyond the CPI increases (for example, increases in gasoline prices), then Manager may add a surcharge to the rates set forth above to cover Manager's additional costs.
4. Exclusivity. While this Agreement is in effect, the Association shall use the services provided by Manager under this Agreement exclusively and shall not hire any other party to provide such services.

Dated this 31st day of August, 2007.

SPRING BROOK CONSTRUCTION, LLC ("Manager")

By:

Peter Elftmann
Peter Elftmann, Member

Darrel Mor
Darrel Mor, Member

SPRING BROOK FALLS OWNERS ASSOCIATION, INC. ("Association")

By:

William L. Schullbender
President

D. Dale Perrill
Secretary

(Rates do not include applicable sales tax)

Section 10

Annual Association Budget

Annual budgets and dues are set by the Association Board. To receive a current detailed budget contact Spring Brook at (608) 254-1460 and ask for the Accounting Department.