WESTWIND SHORES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Document Number

Title of Document

THIS DECLARATION, made this 13th day of

October, 2005, by Naterra Land, Inc. a Corporation under the laws of the State of Minnesota (hereinafter referred to as "DECLARANT").

WITNESSETH:

WHEREAS, DECLARANT is the owner of the real property more particularly described in Exhibit A attached hereto and made a part hereof (the "Land").

WHEREAS, DECLARANT as the owner of the real property (hereinafter "Subject Property" being part of said Land) and the description of which is set forth on Exhibit B attached hereto and incorporated by reference herein. Subject Property described on Exhibit B is shown on the Plat of Survey marked as Exhibit C and incorporated by reference herein and includes Lots One (1) through Twenty (20), Lots Forty-one (41) through Sixty (60), Lots Eighty-eight (88) through Ninety –seven (97) together with Outlot One (1) and Outlot Two (2) and Outlot three (3) all of which will be shown on the Adams County Plat Map of Westwind Shores, Recorded as Document # 448612, File: 2, Env. 169 recorded on October 14, 2005 at 9:00 Am.

448613 EVOL **4072** PAGE **37**

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

OCT 1 4 2005
Time: 9',0017Volume: 4072 Page: 37-64
Fee: 65,028

Return to: Natherra Atty. Walter G. Wefel P.O. Box 639 Wisconsin Rapids, WI 54495 WHEREAS, DECLARANT reserves the right, at DECLARANT'S option and in its sole discretion, to subject to this Declaration the remaining "Land" not included in the real estate described in Exhibit B. This remaining land (the "Expansion Property") including any additional common piers and wooden stairways and the right to use additional portions of the 100 foot easement strip may be subjected to this Declaration in whole or in part, at any time or from time to time by recording a Supplemental Declaration or Declarations to the Declaration ("Expansion Declaration"). This Expansion Property is intended to encompass additional residential lots, Out lots, the right to use additional portions of the 100 foot easement strip, common piers and wooden stairways. In accordance with the Declaration, all owners will have common enjoyment rights in all the common piers, wooden stairways and in the 100 foot easement strip or other common property.

WHEREAS, the Subject Property also includes ten common piers and ten wooden stairways on the 100 foot easement strip (as shown on Exhibit D) as well as the right to use the aforesaid 100 foot easement strip. The right to use said piers, wooden stairways, the 100 foot easement strip or other common property are subject to the provisions of the Nonexclusive License Agreement to be entered into by Naterra Land, Inc. of Wisconsin and to be assigned to the Westwind Shores Waterfront Community Association, Ltd.

WHEREAS, the DECLARANT, desires to provide for the preservation of the values and amenities of Subject Property and, to this end, desire to subject aforesaid Subject Property to the covenants, conditions, restrictions and charges hereinafter set forth, each and all of which is and are for the benefit of Subject Property as a whole and all owners of any part thereof.

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

ARTICLE I

GENERAL PURPOSE

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

ARTICLE II

USE OF LAND

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

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

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

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

Outdoor toilets shall not be permitted.

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

enjoyment of neighboring properties.

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

Due to the presence of known rare species that occupy the area, Lots 46, 47 and 48 have been designated as a Natural Habitat Area and will be managed by the Association in coordination with the Adams County Wildlife Biologist. Construction of a nature trail within the designated habitat area will be acceptable. Permitted activities include nature watching and hiking. Vehicular traffic is prohibited.

ARTICLE III

TYPE OF MATERIAL: SIZE OF STRUCTURE

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

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

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

All homes, cabins, or other dwellings, whether permanent, seasonal or recreational shall be at least 1,200 square feet of living area. Two-story dwellings must have a minimum of 1,800 square feet of living area. Accessory buildings, including but not limited to garages and storage facilities, shall not be constructed prior to the primary residence and exteriors shall be finished with the same colors and materials as the primary residence.

ARTICLE IV

GARBAGE AND REFUSE DISPOSAL

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

ARTICLE V

BUILDING LOCATION

All buildings shall be located on their respective lots in accordance with the applicable state, county, or township regulations, ordinances or laws which shall supersede any provisions contained herein. In addition, no building or other structure permitted under the terms of this agreement shall be located closer than 30 feet to any public road, and 15 feet from the side yard or 10 feet from accessory buildings. On parcels that abut the 100 foot easement strip, any structures must be a minimum of 10 feet from the 100 foot easement strip (rear yard setback).

Rear yard setbacks on remaining lots will be assigned as follows: Lots 46,50,51,52,52,54,55,56,57,58,67,68 and 69 will have a 50 foot setback. Lots 42,43,44,45 and 70 through 97 will have a 30 foot setback. Due to the presence of known rare species that occupy the area, mowing is prohibited within these designated setbacks.

ARTICLE VI

TIMBER REMOVAL

Cutting of Subject Property will not be allowed unless done pursuant to a timber management plan or for the purpose of clearing a building site, lawn and garden area or driveway. All stumps that are removed shall be buried, burned or otherwise removed from Subject Property. Selective harvesting of trees for personal use as firewood will be allowed. This does not apply to the 100 foot easement strip owned by the Wisconsin River Power Company.

ARTICLE VII

WESTWIND SHORES WATERFRONT

COMMUNITY ASSOCIATION, LTD.

The property owners of Westwind Shores shall become part of a non-profit membership corporation for the purpose of maintaining, improving, policing or preserving properties in which its members shall have common rights of usage or enjoyment including said ten (10) piers, said ten (10) wooden stairways, said Natural Habitat Area and the 100 foot easement strip as described in the Non-exclusive License Agreement with the Wisconsin River Power Company.

- 1. That membership in said Association shall be mandatory for every person or entity who is a beneficial owner of a fee or an undivided fee interest in any part of the real estate subject to this Declaration or any Supplemental Declaration, including contract buyers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall transfer to the new owner(s) upon the conveyance of said fee interest(s).
- 2. That the Association shall have the rights and duties to fix, levy, collect and enforce annual assessments against each lot as follows:
 - A. The Association shall have the power to prepare and annually submit to its membership a budget of the expenditures which it proposes to make for the ensuing year. Such budget shall include the necessary office and other expenses of the Association including but not limited to the expenses of maintaining the aforesaid ten piers, said ten wooden stairways and a 100 foot easement strip as well as compensation, if any, to officers, fees paid for auditing the books of the Association, and for necessary legal services and counsel fees to the Board of Directors, for all licenses, taxes and any other governmental charges incurred or imposed against the property of the Association.
 - B. Upon the adoption and approval of the annual budget by a majority of the members entitled to vote as established by the articles of incorporation and by-laws of the Association and by rules validly adopted by resolution of the Board of Directors of the Association, at a regular meeting or adjournment thereof, or upon the approval of a special assessment under par. D., the Board of Directors of the Association may levy an assessment against all of the lots, the ownership of which entitles the owner thereof to the use and enjoyment of the properties controlled by the Association.
 - C. The assessment levied under this section shall be equal in amount against each lot and shall be levied at the same time each year upon all lots. The Association shall at its first Annual Meeting set the assessment for the following year to cover the first year's estimated expenses.
 - D. The Board of Directors of the Association may call a special meeting upon at least five (5) days written notice for the purpose of making special assessment. The nature of the proposed special assessment shall be included in the notice. A majority of members entitled to vote shall constitute a

quorum for a special meeting, and a majority of members entitled to vote who are present at the special meeting shall determine a question.

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

and 779.13 Wis. Statutes shall apply to proceedings undertaken for the enforcement and collection of maintenance liens as described in this subsection.

3. The members of the Association shall have the following rights:

A. The Right to Use Shoreline Property.

- 1. As of the date of execution of this Agreement, the Shoreline Property (previously described as "100' strip easement" and "project land" and as shown on Exhibit C is owned by Wisconsin River Power Company and lies within the boundary of a hydroelectric project known as Federal Energy Regulatory Commission ("FERC") Project 1984. The land is subject to regulation by FERC in accordance with the terms and conditions of a license issued by FERC.
- 2. The Declarant will obtain from Wisconsin River Power Company a non-exclusive license agreement that grants the Association and its members and invitees the right to construct certain boat docks and stairs on project land and to use the Shoreline Property for recreational activities, such as walking, swimming, boating, bank fishing, and other pedestrian activities. FERC requires that the Shoreline Property also be open to the public for pedestrian ingress and egress. The Association has the right to construct eight 10 slip piers, two 8 slip piers and ten (10) wooden stairways to access said piers on the previously identified project land; its members have the exclusive right to use the piers, and wooden stairways. Wisconsin River Power Company will install signs at each pier designating them as "Permitted Piers," and "Private Property for the exclusive use of Association Members." These rights shall be subject to the terms and conditions of said License Agreement.

B. <u>Docks, Stairways, Watercraft and Storage</u>.

 Maintenance / Construction. All common piers and wooden stairways to access said piers shall be owned and maintained by the Association. The actual frontage area for each pier must be leased annually from the Wisconsin River Power Company. Naterra Land will execute the 2005/2006 Nonexclusive License Agreement. Naterra Land will assign said Agreement to the Association which will be responsible for the Agreement and the payment of all annual fees.

- 2. Placement/assignments. Placement of the ten (10) piers and ten wooden stairways to access those piers on the 100' strip shall be opposite the property line between Lots two (2) and three (3), Pier 1. Lots six (6) and seven (7), Pier 2. Lots eleven (11) and twelve (12), Pier 3. Lots sixteen (16) and seventeen (17), Pier 4. Outlot 2, Pier 5. Lots twenty four (24) and twenty five (25), Pier 6. Lots twenty eight (28) and twenty nine (29), Pier 7. Lots thirty one (31) and thirty two (32), Pier 8. Lots thirty five (35) and thirty six (36), Pier 9 and Outlot 3, Pier 10. Lot assignments for piers are as follows: Pier One is assigned Lots 1, 2, 3, 4,41,42,45. Pier Two is assigned Lots 5, 6,7,8,43,44,49,50,62 and 93. Pier Three is assigned Lots 9,10,11,12,13,14,91 and 94. Pier Four is assigned Lots 15, 16, 17,18,51,52,53,54,90 and 95. Pier Five is assigned Lots 19, 20, 21,22,55,56,88,89,96 and 97. Pier Six is assigned lots 23, 24, 25, 26, 57, 58, 59, 60, 61 and 62. Pier Seven is assigned Lots 27, 28, 29,30,63,64,65,66,67 and 68. Pier Eight is assigned Lots 31, 32, 33,69,70,81,82,83,84 Pier Nine is 85. assigned lots 36,37,38,71,78,79,80 and 86. Pier Ten is assigned lots 39, 40,72,73,74,75,76,77 and 87.
- 3. Off-Season Storage. Pier components and boat lifts may be stored on the 100 foot easement strip during the off-season months at a location approved by Wisconsin River Power Company.
- 4. <u>Lighting Fixtures</u>. One dusk-to-dawn light fixture may be installed at each convenience pier. Dusk-to-dawn fixtures shall be standard dusk-to-dawn outdoor lights, mounted on wooden poles with natural finishes, and extending not more than 15 feet above ground level. All wiring leading to permitted light fixtures shall be buried, in accordance with applicable electrical codes and regulations.
- C. Natural Habitat Area. Due to the presence of known rare species in the area, Lots 46, 47 and 48 have been set aside as a natural habitat area. This, along with increased set backs with mowing limitations, have been established to preserve habitat conducive to promoting a healthy environment for

these rare species. The Department of Natural Resources Biologist of Adams County can assist the Association with recommendations for management of this area.

4. The Association shall maintain insurance covering the insurable improvements located or constructed upon the 100 foot easement strip owned by Wisconsin River Power Company. The Association shall maintain the following types of insurance, and said insurance coverage shall be paid by the Association out of the annual fee collected from Association members.

A. Property Insurance.

A policy of property insurance covering the piers, wooden stairways and any other improvements constructed upon the 100 foot easement strip. Such insurance as maintained by the Association pursuant to this subsection shall afford protection against at least the following:

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

B. Public Liability Insurance.

A comprehensive policy of public liability insurance covering the piers, wooden stairways and any other improvements owned by the Association, and its use of said 100 foot easement strip, insuring the Association in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) covering bodily injury, including death of one person, arising out of a single occurrence and Two Million and no/100 Dollars (\$2,000,000.00) for death or injury to more than one person arising out of a single occurrence and One Hundred Thousand and no/100 Dollars (\$100,000.00) for property damage. (Such coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with

the operation, maintenance or use of the 100 foot easement strip along the water, the piers and wooden stairways, legal liability arising out of lawsuits related to employment contracts of the Association, and protection against liability for non-owned and hired automobiles). Such coverage may also include, if applicable, contractual liability and workmen's compensation insurance for persons hired by the Association for work such as dock installation, maintenance and removal. Such coverage limits may be increased from time to time by the Association.

C. Other Risks.

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

D. General Provisions of Insurance Policies.

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

E. <u>Deductibles</u>.

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

ARTICLE VIII

TERM AND RIGHT TO ABATE VIOLATIONS

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

If any lot owner or persons in possession of any said lots shall violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any other person or persons owning any real estate situated in the Subject Property to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages from such violations. Failure by any land owner to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to subsequent thereto.

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

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

Naterra Land, Inc.

By: Keith J. Rusch, Assistant Secretary

STATE OF WISCONSIN)
)ss
PORTAGE COUNTY)

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

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

This instrument drafted by:
Atty. Walter G. Wefel
BRAZEAU, WEFEL, KRYSHAK & NETTESHEIM
262 West Grand Avenue
PO Box 639
Wisconsin Rapids, WI 54495-0639
1 (715) 423-1400

Being part of the Northeast Quarter of the Northeast Quarter and part of the Southeast Quarter of the Northeast Quarter and part of the Southwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter and part of the Southeast Quarter of the Southeast Quarter and part of the Southwest Quarter of the Southeast Quarter and part of the Southwest Quarter of the Southeast Quarter and part of the Southwest Quarter of Section 33 and all of the Southwest Quarter of the Northwest Quarter and all of the Southwest Quarter of the Northwest Quarter and all in Township 20 North, Range 5 East, Town of Rome, Adams County, Wisconsin, bounded and described as follows:

Beginning at the East Quarter Corner of said Section 33, thence S00'08'52" E a distance of 2638.11 feet to the Southeast Corner of said Section 33; thence S89'43'16"W along the South Line of the Southeast Quarter of said Section 33 a distance of 315.19 feet; thence NOO'19'28"W a distance of 334.74 feet; thence N89'54'36"W a distance of 493.38 feet; thence SOO'13'59"E a distance of 337.91 feet to the South Line of said Southeast Quarter; thence S89'43'16"W a distance of 1826.93 feet to the South Quarter Corner of said Section 33; thence SB9'45'02"W along the South Line of the Southwest Quarter of said Section 33 a distance of 1252.99 feet; thence N59'21'33"E a distance of 152.51 feet; thence N46'35'57"E a distance of 298,44 feet; thence N4457'36"E a distance of 182.96 feet; thence N36'12'34"E a distance of 170.93 feet; thence N35'43'04"E a distance of 519.03 feet; thence N40'59'55"E a distance of 209.46 feet; thence N57'30'32"E a distance of 170.00 feet; thence N68'35'57"E a distance of 150.00 feet; thence N74'34'01"E a distance of 149.30 feet; thence N71'54'29"E a distance of 150.66 feet; thence N69'54'37"E a distance of 150.00 feet; thence N66'20'33"E a distance of 150.00 feet; thence N63'17'34"E a distance of 150.00 feet; thence N62'28'17"E a distance of 151.89 feet; thence N57'02'52"E a distance of 151.58 feet; thence N47'40'33"E a distance of 149.45 feet; thence N48'05'55''E a distance of 151.32 feet; thence N42'08'44"E a distance of 153.97 feet; thence N17'37'16"E a distance of 151.89 feet; thence N14'50'00"E a distance of 185.67 feet; thence N05'46'30"E a distance of 150.00 feet; thence N06'04'43"E a distance of 150.00 feet; thence NO2'06'21"E a distance of 150.00 feet; thence NO1'57'16"W a distance of 150.00 feet; thence NO1'00'40"E a distance of 150.00 feet; thence NO7'45'53"E a distance of 151.36 feet; thence N2310'30"W a distance of 586.94 feet; thence N64'41'26"E a distance of 360.60 feet; thence N57'20'55"E a distance of 165.21 feet; thence N44'08'01"E a distance of 161.79 feet; thence N39'22'45"E a distance of 153.00 feet; thence N37'52'12"E a distance of 153.00 feet; thence N37'06'08"E a distance of 153.00 feet; thence N23'36'21"E a distance of 153.00 feet; thence N23'36'21"E a distance of 153.00 feet; thence NO6'01'20"E a distance of 153.00 feet; thence NO7'14'24"E a distance of 153.00 feet; thence N16"59'58"E a distance of 34.57 feet to the Southwest Corner of Lot 8 of The Bluffs at Barnum Bay; thence N89'40'32"E along the South Line of said Lot 8 a distance of 179.56 feet; thence N44'58'34"E along said South Line a distance of 129.25 feet; thence N53'06'07"E a distance of 66.06 feet to a non-tangent curve to the right which has a radius of 434.00 feet, a delta angle of 04'00'09" and a chord that bears N34'38'09"W a distance of 30.31 feet; thence along the arc of said curve a distance of 30.32 feet to the Southeast Corner of Outlot 3 of The Bluffs at Barnum Bay; thence N1856'31"E a distance of 40.73 feet to the Northwest Corner of said Section 34; thence N89'30'41"E a distance of 1324.16 feet to the Northeast Corner of the Northwest Quarter of the Northwest Quarter of said Section 34; thence S00'06'08"E a distance of 2645.71 feet to the Southeast Corner of the Southwest Quarter of the Northwest Quarter of said Section 34; thence 589'49'57"W a distance of 1322.02 feet to the East Quarter Corner of said Section 33 and the Point of Beginning.

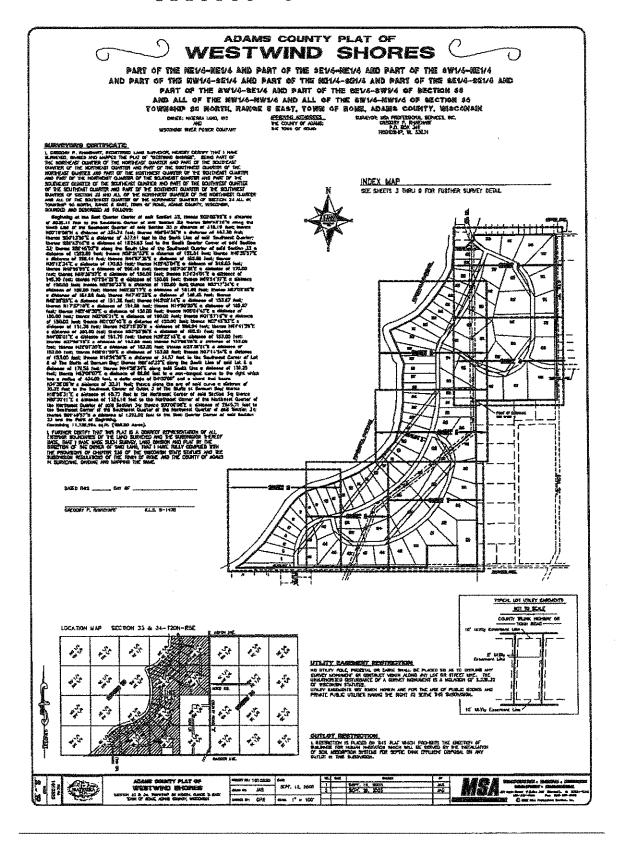
To be known as Westwind Shores.

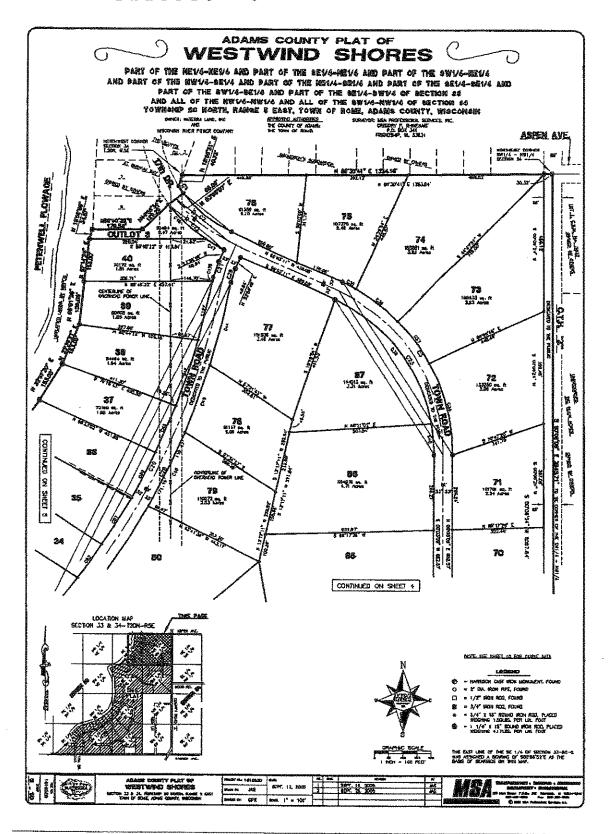
Part of the Southeast Quarter of the Southwest Quarter and part of the Southwest Quarter of the Southeast Quarter and part of the Southeast Quarter of the Southeast Quarter and part of the Northeast Quarter of the Southeast Quarter and part of the Northwest Quarter of the Southeast Quarter all in Section 33, Township 20 North, Range 5 East, Town of Rome, Adams County, Wisconsin, bounded and described as follows:

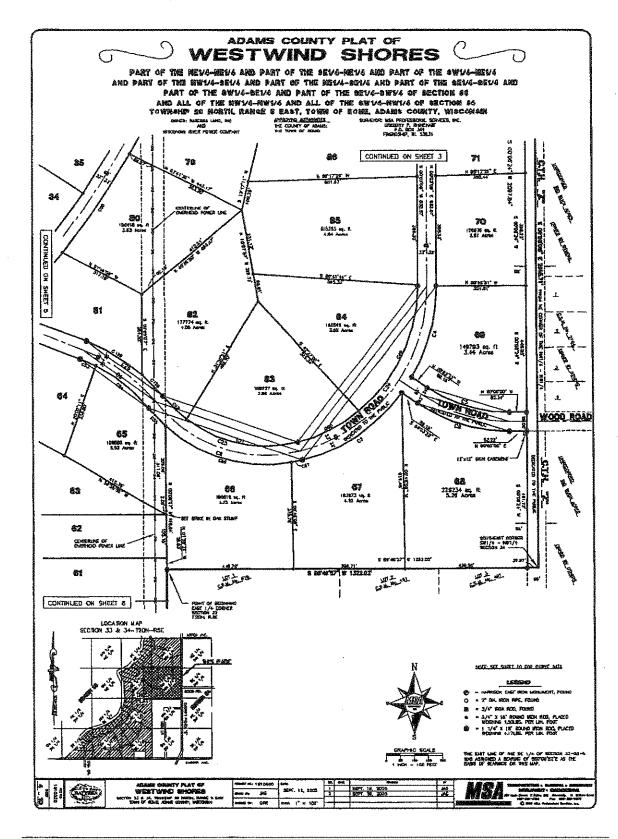
Commencing at the East Quarter Corner of said Section 33, thence S00'08'52"E a distance of 111.20 feet to the Point of Beginning.

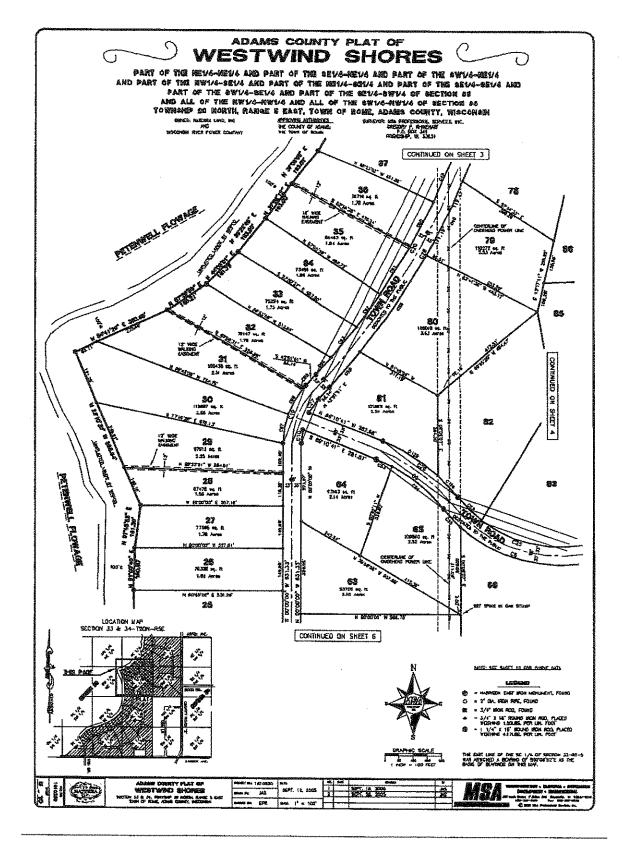
Thence continuing S00°08'52"E a distance of 2526.91 feet to the Southeast Corner of said Section 33; thence SB9*43'16"W along the South Line of the Southeast Quarter of said Section 33 a distance of 315.19 feet; thence NOO'19'28"W a distance of 334.74 feet; thence N89°54'36"W a distance of 493.38 feet; thence S00'13'59"E a distance of 337.91 feet to the South Line of said Southeast Quarter; thence \$89'43'16"W a distance of 1826.93 feet to the South Quarter Corner of said Section 33; thence \$89.45.02.W along the South Line of the Southwest Quarter of said Section 33 a distance of 1252.99 feet; thence N59'21'33"E a distance of 152.51 feet; thence N46'35'57'E a distance of 298.44 feet; thence N44'57'36"E a distance of 182.96 feet; thence N36'12'34"E a distance of 170.93 feet; thence N35'43'04"E a distance of 519.03 feet; thence N40'59'55"E a distance of 209.46 feet; thence N57'30'32"E a distance of 170.00 feet; thence N68'35'57"E a distance of 150.00 feet; thence N74'34'01"E a distance of 149.30 feet; thence N71'54'29"E a distance of 150.66 feet; thence N69'54'37"E a distance of 150.00 feet; thence N66'20'33"E a distance of 150.00 feet; thence N63'17'34"E a distance of 150.00 feet; thence N62'28'17"E a distance of 151.89 feet; thence N57'02'52"E a distance of 151.58 feet; thence N47'40'33"E a distance of 149.45 feet; thence N48'05'55"E a distance of 151.32 feet; thence N42°08'44"E a distance of 153.97 feet; thence N17°37'16"E a distance of 151.89 feet; thence S73'04'13"E a distance of 461.26 feet to a non-tangent curve to the left which has a radius of 1996.34 feet a delta angle of 15'42'22" and a chord that bears N15'48'47"E a distance of 545.53 feet; thence along the arc of said curve a distance of 547.25 feet; thence S90'00'00"E a distance of 657.03 feet to the Point of Beginning.

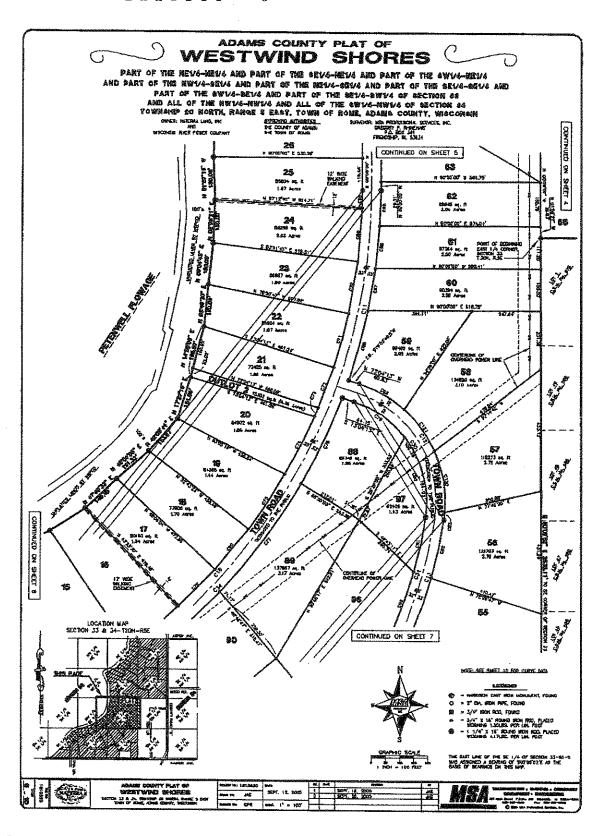
To be known as Westwind Shores, PHASE ONE.

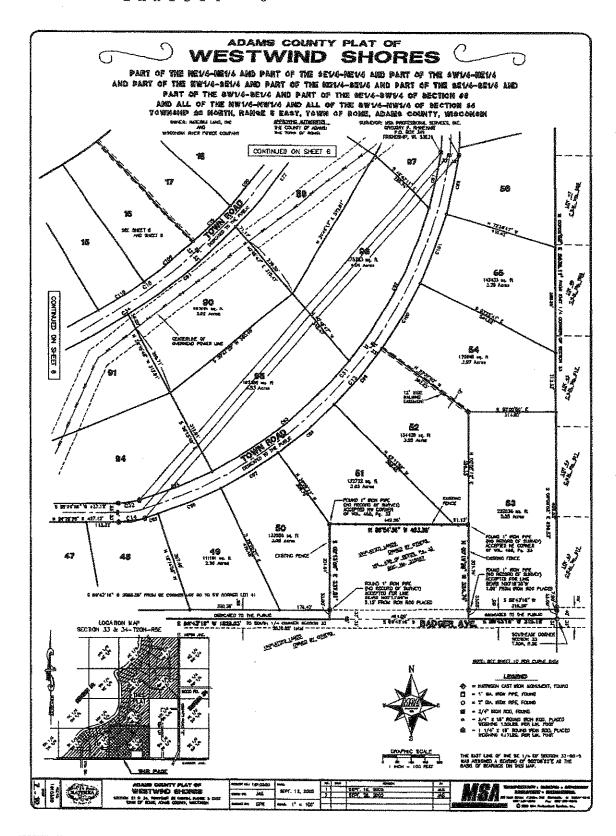


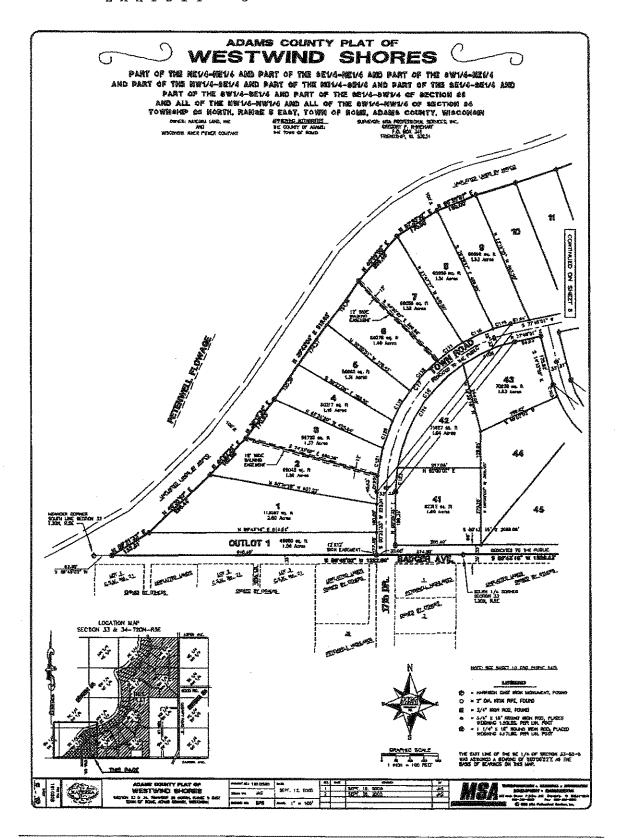


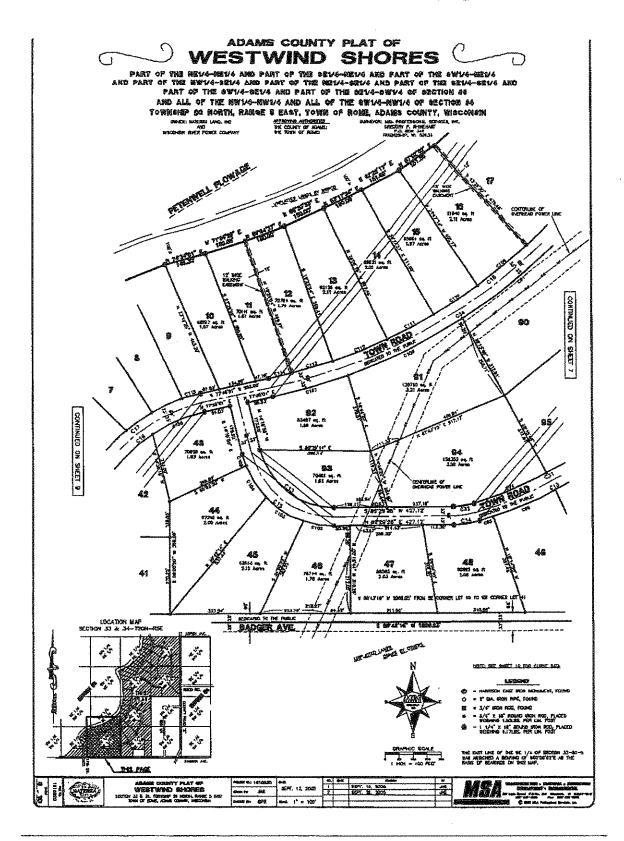












ADAMS COUNTY PLAT OF WESTWIND SHORES

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39	100'30'93"	# 41 AT COT E	1584.95	2032	342.81	维任经历 学长
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Č DS	1246'17	# 67-60 W	1000.34	125.16	218.5+	S 5-58 114 B
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ADAMS COUNTY PLAT OF WESTWIND SHORES



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ASSAURT COURTY PLAT OF WINDS TURNED SHIPCOMES SECTION 22 A. M. MARKET SE COMM., NAME 5 DOI: TORN OF SING, ACRES SECTION.

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WESTWIND SHORES



SECTION 88 & 84, TOWNSHIP 20 NORTH, RANGE 5 EAST, TOWN OF ROME, ADAMS COUNTY, WISCONSHI



