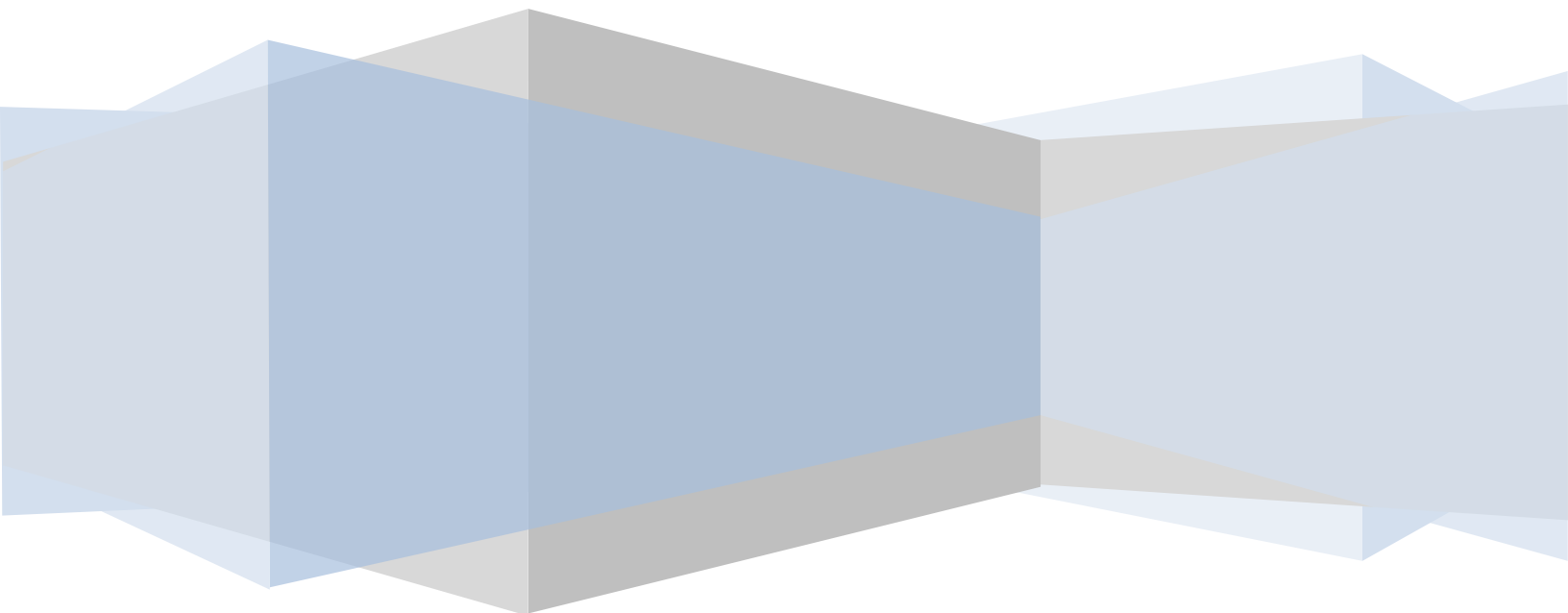


Declaration of Covenants, Conditions and Restrictions

O'Dell's Bay



O'Dell's Bay
Receipt of Documents

Buyer acknowledges having received and allowed to retain possession of the following documents:

- Declaration of Covenants, Conditions and Restrictions for O'Dell's Bay and supplements through supplemental declaration #4
- Bylaws of O'Dell's Bay Owner Association, Inc.
- O'Dell's Bay Owners' Association Rules
- O'Dell's Bay Twelve month Budget for 1991
- Architectural Control Requirements, Guidelines, Set-Back and Refractions

Date: _____

Name: _____

Address: _____

Signature: _____

Buyer

Third Supplemental Declaration to Declaration of Covenants, Conditions and
Restrictions for O'Dell's Bay

Whereas, Wisconsin River Power Company, as Declarant (the "Declarant"), executed a Declaration of Covenants, Conditions and Restrictions for O'Dell's Bay, dated April, 27th, 1989 (the "Declaration"), as supplemented and amended from time to time subjecting certain property located in the Town Of Germantown, Juneau County, Wisconsin, more particularly described from **Exhibit B** attached thereto, as supplemented from time to time (the "Parcel"), to the Declaration and caused the Declaration to be recorded on May 2nd, 1989, in the Office of the Register of Deeds for Juneau County, Wisconsin, in Volume 347, pages 57-139, inclusive as Document No. 298407;

Whereas, Article II, Section 3 of the Declaration provides that Declarant may amend the Declaration within ten years from the date of the conveyance of the first Residential Unit (as defined in the Declaration) to any person or entity other than the Declarant for the purpose of adding to the Parcel any part of all of the land described in said Article I, Section 3 (the "Expansion Property"), and that the land so submitted shall then be subjected to the restrictions in the Declaration and to the jurisdiction of the Association (as defined in the Declaration); and

Whereas, Declarant desires to add a portion of the Expansion Property as more particularly described and depicted on **Exhibit A** attached hereto (the "Supplemental Condominium Phase II Property") to the Parcel, reserving the right to further supplement and amend the Declaration from time to time to add the balance of the Expansion Property or any part thereof in accordance with the terms of the Declaration;

Now, therefore, pursuant to Article II, Section 3 of the Declaration, Declarant hereby supplements and amends the Declaration as follows:

The term "O'Dell's Bay Property" as defined in the Declaration is hereby deemed to refer to the Parcel and the Supplemental Condominium Phase II Property and the Parcel and the Supplemental Condominium Phase II Property shall be deemed to be included within the term "O'Dell's Bay Property" for all purposes pursuant to the Declaration. The "Expansion Property" as defined in the Declaration is hereby deemed to exclude the Parcel and the Supplemental Condominium Phase II Property for all purposes pursuant to the Declaration. The distribution of votes and percentage interest with respect to the Supplemental Condominium Phase II Property shall be as stipulated in the Declaration. The Supplemental Condominium Phase II Property has been submitted to a

condominium, and shall initially contain four Residential Units. Declarant does not intend to construct any Common Facilities (as defined in the Declaration) on the Supplemental Condominium Phase II Property.

Except as herein amended, all of the terms, covenants and conditions of the Declaration, as supplemented, and hereby confirmed and shall remain in full force and effect and shall be binding upon and inure to the benefit of the owners of the O'Dell's Bay Property and their respective successors and assigns.

In witness whereof, this Third Supplemental Declaration is dated and executed this 23rd day of February, 1990, by Declarant.

Wisconsin River Power Company

By: _____

Name: Richard L. Hilliker

Its: President

Attest: _____

Name: Ralph V. Hurrish

Its: Secretary

State of Wisconsin)
) SS.
County of Wood)

Personally came before me this 23rd day of February, 1990, **Richard L. Hilliker** and **Ralph V. Hurrish**, the **President** and **Secretary**, respectively, of Wisconsin River Power Company, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers of said corporation, by its authority.

Name: Joyce A. Clauson
Notary Public
State of Wisconsin
My Commission Expires: 3/28/ 93.

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

Exhibit A

Supplemental Condominium Phase II Property

A parcel of land located in the NW1/4 –SW1/4, Section 28, T. 17 N., R. 4 E. Town of Germantown, Juneau County, Wisconsin, described as follows:

Commencing at the West one-quarter corner of Section 28, T. 17 N., R. 4 E., thence S 00°31'48" E 766.06 feet along the West line of the Southwest one-quarter; thence N 89° 28' 12" E, 993.78 feet to a point on the Northerly right of way of Ospery Drive; thence along the arc of a curve concave to the Northeast having a radius of 367.00 (the chord of which bears S 56° 00' 00" E, 63.97 feet) a distance of 64.05 feet; thence N 19° 08' 33" E, 66.09 feet; thence along the arc of a curve concave to the Southeast having a radius of 5.00 feet (the chord of which bears N 50° 43' 46" E, 5.24 feet) a distance of 5.51 feet, thence along the arc of a curve concave to the Northwest having a radius of 35.00 feet (the chord of which bears N 41° 33' 36" E, 45.07 feet) a distance of 49.66 feet to the point of beginning:

Thence along the arc of a curve concave to the Southeast having a radius of 35.00 feet (the chord of which bears N 36° 56' 25" W, 42.85 feet) a distance of 46.11 feet; thence along the arc of a curve concave to the Northeast having a radius of 5.00 feet (the chord of which bears N 59° 05' 54" W, 2.69 feet) a distance of 2.72 feet; thence N 37° 27' 16" E, 198.79 feet; thence S 58° 08' 47" E, 69.47 feet; thence S 18° 38' 34" W, 148.85 feet; thence N 50° 00' 00" W, 59.03 feet; thence S 40° 00' 00" W, 70.25 feet; thence N 89° 11'49" W, 13.79 feet to the point of beginning.

Said parcel contains 0.37 acres more or less is subject to any and all rights of war and easements of record.

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**Declaration of Covenants,
Conditions and Restrictions
For O'Dell's Bay**

This Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") as of this 27th day of April, 1989, by Wisconsin River Power Company, a Wisconsin corporation (hereinafter referred to as "Declarant") .

RECITALS:

A. Declarant is the owner of that certain real property located in the Town of Germantown, Juneau County, Wisconsin, commonly referred to as O'Dell's Bay and more particularly described in Exhibit A attached hereto and made a part hereof (the "Land"); and

B. Declarant desires to create on the Land a residential community with private open spaces for the benefit of said community and, in order to provide for the preservation of the values and amenities in said community and for the maintenance of said private open spaces, it is the intent of Declarant to subject the Land, and all appurtenances and easements thereto and any and all improvements constructed thereon, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which would be for the benefit of said Land and the improvements thereon and the appurtenances thereto and each owner thereof; and

C. In furtherance of this intent, Declarant desires to subject to this Declaration that portion of the Land described in Exhibit B attached hereto and made a part hereof (the "Parcel"); and

D. In order to provide for the efficient preservation of the values and amenities in said community, Declarant desires to create an entity to which shall be delegated and assigned the powers of maintaining and administering the Parcel, and the improvements thereon and the appurtenances thereto and the Land, and any other land, improvements or facilities, constructed or acquired, now or hereafter existing, for the benefit of said community and administering and

enforcing the covenants, conditions, restrictions and easements and collecting and disbursing the assessments, liens and charges hereinafter created; and

E. Declarant has caused to be incorporated this entity, under the laws of the State of Wisconsin, as a non-profit corporation, with the name “O’Dell’s Bay Community Association, Ltd.”, for the purpose for performing certain functions for the benefit of said community, including, but not limited to, those functions listed above.

Now, therefore, Declarant hereby declares that the Parcel is and shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as “Covenants and Restrictions”) which Covenants and Restrictions shall run with the Parcel and be binding on all parties having any right, title or interest, whatsoever, in the Parcel or any part thereof, their heirs, successors and assigns and shall insure to the benefit of each owner thereof:

Article I

DEFINITIONS

The following words or phrases when used in this Declaration or any supplementary declaration hereto (or amendment hereof unless the instrument specifically provides otherwise) shall have the following meaning:

Section 1. “Articles” shall mean and refer to the Articles of Incorporation of the Association and any amendments thereto.

Section 2. “Association” shall mean and refer to O’Dell’s Bay Community Association, Ltd., its successors and assigns.

Section 3. “By-Laws” shall mean the By-laws of the Association and any amendments thereto.

Section 4. “Common Area” shall mean and refer to all real property, at any time, owned in fee by the Association and held for the common use and enjoyment of the Owners pursuant to the Declaration, and to all improvements thereon. The real property which is to be initially conveyed to the Association and

held as Common Area by the Association pursuant to this Declaration is more particularly described in Exhibit C.

Section 5. “Common Facilities” shall mean and refer to any and all property or rights in property, other than the Common Area, including, but not limited to, items of tangible personal property, fixtures, easements, permits, or rights-of-way, at any time owned by the Association and held for the common use and enjoyment of Owners and made subject to this Declaration.

Section 6. “Declarant” shall mean and refer to Wisconsin River Power Company, a Wisconsin corporation.

Section 7. “Declaration” shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions and any amendments thereto.

Section 8. “Lot” shall mean and refer to a single residential unit lot within the O’Dell’s Bay Property, whether originally denominated as such on the Plat Map or on any subsequent plat map which affects property made subject to this Declaration, or created pursuant to the provisions of Article VII Section 4 hereof, dealing with the aggregation of building lots.

Section 9. “Lot Owner” shall mean and refer to every person or entity who is the beneficial owner of a fee or undivided fee interest in any Lot which is subject to the Declaration, including contract buyers; but excluding those having such interest merely as security for the performance of an obligation.

Section 10. “Member Association” shall mean and refer to any homeowners or condominium association, not including the Association, to which any Owner belongs by virtue of such Owner’s ownership of a Residential Unit within the O’Dell’s Bay Property.

Section 11. “Member Association Property” shall mean and refer to any property subjected o this Declaration which is owned through a Member Association and not directly by Owners or by the Association.

Section 12. “O’Dell’s Bay First Addition” shall mean and refer to the Parcel which is designated O’Dell’s Bay on Castle Rock Lake as such subdivision is platted on the Plat Map.

Section 13. “O’Dell’s Bay Property”, shall mean and refer to the Parcel and any and all other real property, improvements and facilities that are made subject to this Declaration pursuant to any supplementary declaration hereto or amendment hereof.

Section 14. “Owner” or “Member” shall mean and refer to every person or entity who is the beneficial owner of an undivided interest in any Residential Unit which is subject to the Declaration, including contract buyers; but excluding those having such interest merely as security for the performance of an obligation.

Section 15. “Plat Map” shall mean and refer to that certain plat map of O’Dell’s Bay on Castle Rock Lake recorded in the Office of Register of Deeds of Juneau County, Wisconsin on April 19th, 1989 in Volume 9 of Plats, Page 56 and all amendments and supplements thereto.

Section 16. “Residential Unit” shall mean and refer to a single residential unit and any and all interest appurtenant thereto located within the O’Dell’s Property, whether said unit is a separate single residential lot, with or without improvements; a single residential lot containing a residence which shares common wall(s) with other single residences; or a single residential unit within a building.

Section 17. “Shoreline Property” shall mean and refer to the strip of property approximately 100 feet wide that runs between the water’s edge of Castle Rock Lake and the O’Dell’s Bay Property.

Article II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The Property. O’Dell’s Bay Property is hereby made subject to the Covenants and Restrictions of this Declaration and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Section 2. Additions to the Property. Additional real property and any improvements located there on (the “Additional Property”) may be made

subject to the Covenants and Restrictions of this Declaration by filing for record in the Office of the Register of Deeds for Juneau County, Wisconsin, a Supplementary Declaration of Covenants, Conditions and Restrictions for O'Dell's Bay (the "Supplementary Declaration") which shall extend the application of the Covenants and Restrictions herein contained to the Additional Property. Except as set forth in Section 3 hereof, a Supplementary Declaration must be approved, in writing, by the Members entitled to cast sixty-six and two-thirds percent (66 2/3%) of the total votes of the membership. A Supplementary Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary and desirable to reflect the different characters, if any, of the Additional Property, including a provision for additional easements, and to reflect any adjustments in the common expenses, necessary as a result of the inclusion of the Additional Property hereunder and as are not inconsistent with the scheme and intent of this Declaration, but in no event shall any such Supplementary Declaration revoke, modify or add to the Covenants and Restrictions established by this Declaration with respect to the Property.

Section 3. Expansion

Declarant hereby reserves the right, at Declarant's option and in its sole discretion, to subject the remaining Land to this Declaration without being required to comply with the approval requirements of Section 2 of this Article II. The remaining Land which may, in whole or in part, at one time or from time to time, be added by the Declarant to the property subjected to this Declaration is more particularly described in Exhibit D attached hereto (the "Expansion Property"). Declarant may, at any time or from time to time, subject the Expansion Property or any part thereof to this Declaration but recording a Supplementary Declaration or Supplementary Declarations to the Declaration ("Expansion Declaration") within ten years after the conveyance of the first Residential Unit to any person or entity, other than the Declarant. The Expansion Property, if subjected to the Units and Common Area and Common Facilities. There shall never be more than One Hundred Forty-Four (144) Residential Units located on the Land, or portion thereof which has been subjected to this Declaration. An Expansion Declaration may contain such complimentary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary and desirable to reflect the different character, if any, of the Expansion Property, including a provision for additional easements, and to reflect any adjustment in the common expenses necessary as a result of the inclusion of the Expansion Property hereunder. In accordance with this Declaration, all Owners will have Enjoyment

Rights (as hereinafter defined) in connection with all Common Area and Common Facilities, including the Common Area and Common Facilities added as part of the Expansion Property ("Expansion Common Area"), and will be required to pay common expenses in connection with all Common Area and Common Facilities.

Prior to recording any Supplementary Declaration or amendment to the Declaration pursuant to this Section 3, Declarant will provide a notice to all Owners describing the Expansion Property, including the number and type of Residential Units and the types of Common Facilities and the Owner's rights in connection therewith. Notwithstanding anything set forth above the failure by the Declarant to provide such notice shall not affect the validity of any Supplementary Declaration or amendment to the Declaration hereunder or any expansion of the O'Dell's Bay property if and only if the Declarant's option to expand is exercised to include those portions of the Expansion Property on which such improvements exist. All Residential Units to be created on any portion of the Expansion Property added to the O'Dell's Bay Property shall be restricted to residential use, and the quality, principal materials and architectural style of future improvements on the Parcel. No assurances are made by Declarant as to the size or type of Residential Units or other improvements that may be created in the future on the Expansion Property and Declarant expressly reserves the right to use the Expansion Property for the construction of apartments. In the event the Declarant shall not add to the O'Dell's Bay Property all or any portion of the Expansion Property, the Declarant nevertheless shall have the right to construct, renovate or remodel all or any portion of any improvements on the Expansion Property and to operate the same without any restrictions, whatsoever, and the Declarant specifically reserves the rights and easements set forth in this Declaration. In the event community and/ or recreation facilities shall be constructed upon any portion of the Expansion Property, the Declarant expressly reserves the right to grant to any persons at any time owning or occupying any portion of the Expansion Property and the members of their families and guest, a non-exclusive easement for the use and enjoyment of such facilities and for reasonable rights of pedestrian and vehicular ingress and egress over the O'Dell's Bay Property in furtherance thereof. Such easements shall be of record, and to the obligation of all owners of any portion of the Expansion Property to bear their fair share of all cost of operating, maintaining, repairing and replacing such facilities. In no event shall Declarant be required to expand the O'Dell's Bay Property or add any portion of the Expansion Property.

Article III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. With respect to any and all Association matters to be conducted in accordance with the vote, consent or approval of Members. Member shall be entitled to cast one vote, or grant consent or approval, for each Residential Unit owned. With respect to any Residential unit owned by more than one Member, the vote or consent incident to such Residential Unit shall be more than one vote or consent be cast with respect to any Residential Unit.

The Declarant or its successor or assigns shall, if they continue to be Owners, be entitled to participate in the affairs of the Association, and shall be entitled to cast one (1) vote or grant one (1) consent or approval for each Residential Unit.

Section 2. Voting Rights.

(A) Class A Members shall be all Members other than the Class B Members. With respect to any and all Association matters to be conducted in accordance with the vote, consent or approval of Members, Class A Members shall be for each Residential Unit owned. With respect to any Residential Unit owned by more than one Member, the vote or consent incident to such Residential Unit shall be exercised as such Members may determine, but in no event shall more than one vote or consent be cast with respect to any Residential Unit.

(B) Class B Members shall be the Declarant under the Declaration, or any successor or successors thereto, who shall have the right to cast five (5) votes, or give five (5) consents or approvals, for each Residential Unit owned. So long as there remains Land which has not been submitted to this Declaration, Declarant shall be deemed to own (for purposes of determining Class B voting rights only) that certain number of Residential Units owned by persons or entities other than Declarant and subtracting that number from One Hundred Forty-Four (144). For example, if all of the Land has not yet been submitted to this Declaration and if one hundred (100) Residential Units are owned by persons or entities her than the Declarant then the Declarant shall be deemed to own forty-four (44) Residential Units and shall have the right to cast five (5) votes or give five (5) consents or approvals, for each such Residential Unit. Class B Membership rights shall cease on the earlier of:

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

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

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

Section 3. Proxies. Members may vote in person or proxy executed in writing and filed with the Secretary of Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of its Residential Unit. A proxy shall be effective only for a maximum period of 180 days, following its issuance, unless granted to a mortgagee or lessee.

Section 4. Corporate Members. A corporate member's vote may be cast by the President of the member corporation or by any other officer or proxy appointed by the President or designated by the Board of Directors of such corporation.

Section 5. Majority. A majority of the votes entitled to be cast by the members of each class present in person or by proxy at a meeting of the membership at which quorum is present (as defined in the By-laws), shall be necessary for the adoption of any matter voted upon by the members unless otherwise set forth in this Declaration, the Articles or By-laws.

Article IV

PROPERTY RIGHTS AND OBLIGATIONS IN THE COMMON AREA

Section 1. Nature and Ownership. Unless expressly dedicated to the public, the Common Area is and shall remain private.

Section 2. Common Area. Declarant covenants for itself, its heirs, successors and assigns:

(A) to set aside Common Area under this Declaration the real property set forth as Common Area on the Plat Map and described in Exhibit C attached hereto and the improvements located or to be located thereon ("Initial Common Area"),

(B) Common Area and Common Facilities shall be open to the common use and enjoyment of the Owners in conformity with Section 3 of this Article IV,

(C) to convey by a warranty deed to the Association fee simple title to the Initial Common Area, subject to covenants and conditions, restrictions and easements of record within eighteen (18) months of the date of execution of this Declaration or on the date upon which at least fifty percent (50%/) of the Residential Units within O'Dell's Bay First Addition have been conveyed by Declarant, whichever is later,

(D) to improve the Initial Common Area and any Common Facilities with respect thereto in accordance with the timetable and specifications set forth in Exhibit E attached hereto,

(E) to convey by warranty deed to the Association, fee simple title to any Expansion Common Area, subject to covenants, conditions, restrictions and easements of record, which Declarant is obligated to submit to the Declaration pursuant to an Expansion Declaration, within eighteen (18) month of the date of execution of any such Expansion Declaration or on the date on which at least fifty percent (50%) of the Residential Units comprising the Expansion Property and O'Dell's Bay First Addition have been conveyed by Declarant, whichever is later.

Section 3. Easements. There shall exist the following easements:

(A) Easements granted to Owners. Subject to the provisions of Section 4 hereof, there shall exist the following easements in favor of each Owner and appurtenant to such Owner's Residential Unit over, across and upon Common Area:

(1) Each Owner shall have an equal, non-exclusive right to use the Common Area and Common Facilities for the purpose set forth herein ("Enjoyment Rights"). Use by any Owner or representative of Owner shall be such as to not impair the present or future use and enjoyment of such Common Area and Common Facilities by any other Owner.

(2) The use of the Common Area and Common Facilities shall be limited to normal daylight and evening hours, unless permitted in writing by the Recreational Committee (as hereinafter defined) and shall not unduly disturb the use and enjoyment of any other Owner of his Residential Unit.

(3) There shall be no industry, business, trade or commercial activities conducted or allowed in the Common Area or on the Common Facilities except those business, trade or commercial activities associated with the Clubhouse (as hereinafter defined).

(4) The Owners shall abide by all rules and regulations promulgated from time to time by the Association or the Recreational Committee in connection with the Common Area and Common Facilities.

(B) Easements granted for Construction and Utilities.

(1) The Association may grant non-exclusive easements in the Common Area for construction purposes and the construction, installation, repair, replacements of gas electric, telephone, television and any other utility lines or facilities for the purpose of providing those services to the Residential Units, Lots, Member Association Property, Common Area and Common Facilities at such locations and at such times may be approved by the Board of Directors of the Association. The location of any such easements may be that such change does not substantially interfere with the improvements located on the Common Area, other than the roads and walkways, if any.

(2) Easements for installation and maintenance of drainage facilities are hereby created and dedicated in, over and upon the Common Area and Common Facilities.

(3) Within the easements described in subparagraphs (B) (1) and (b) (2) hereof, no structure, fence, planting or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage

channels in the easements, or which may interfere with snow plowing or snow storage within these easements.

(C) Easements granted by Lot Owners or Member Associations. The Lot Owners and/ or Member Associations hereby grant to the Association the right to grant non-exclusive easements on, over, or across Member Association Property or the side, front, and back lot lines of any Owner's Lot, for construction purposes and the construction, installation, repair, replacement of gas, electric, telephone, television and any other utility lines, water lines or facilities for the purpose of providing those services to the Lots, Residential Units, Member Association Property, Common Area and/ or Common Facilities, provided that the granting of such easements shall not interfere with the improvements located on each such Lot or any Member Association Property.

(D) Ingress and Egress Easements and Member Association Property. Member Associations hereby grant to the Association the right to grant easements for pedestrian ingress and egress on, over, and across Member Association Property; provided, however, that said easements shall be located on such property as has already been designated from time to time by the affected Member Association for ingress and egress purposes for the benefit of its members.

(E) Service to Common Area. Upon a determination by the Board of Directors that water, electricity or other utility must be taken from any Lot or Member Association Property for the benefit of the Common Area, Common Facilities, or other Lots or Member Association Property, the Association shall have the right to take any such utility from said Lot or Member Association Property for the benefit of the Common Area and Common Facilities, or other Lots of Member Association Property; provided, however that if such utility is not separately metered, the Association Property and either the Owner of the affected Lot or the Member Association which owns the affected Member Association Property shall agree on a reasonable method and amount of compensation the parties shall appoint an arbitrator to resolve the dispute. If the parties cannot agree on an arbitrator, then payable therefore by the Association to either the Owner or Member Association. In the event that the parties cannot agree on a reasonable method and amount of compensation, each party shall choose one arbitrator and

the two (2) arbitrators shall choose a third arbitrator and the decision of a majority of all arbitrators shall be final and conclusive on the method and amount of compensation to be paid. Said arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and the costs of such arbitration shall be shared equally by the parties thereto.

Section 4. Limitations on the Rights of Owners.

(A) Mortgages and Security Interests. The Association shall have the right to grant mortgages on or security interests in the Common Area or Common Facilities and any and all mortgages and security interests now and hereafter granted by the Association in the Common Area and Common Facilities shall be subject and subordinate to the rights of the Owners hereunder; provided, however, that the Association shall have the right to take such steps in the connection with such property to protect the Common Area and Common Facilities from foreclosure.

(B) Suspension of Rights. The Association shall have the right, as provided in its Articles, By-laws and in Rights of any Member for any period during which any assessments remain unpaid. The Association shall also have the right to suspend the Enjoyment Rights of an Owner for any period not to exceed thirty (30) day period so long as the infraction has been cured within such time period. In addition, the Association shall have the right to impose a fine not to exceed Ten Dollars (\$10.00) for each infraction of the published rules and regulations, each day during which such infractions exist being deemed a separate and distinct infraction; provided, however, that nothing contained in this Section 4(B) shall be deemed to deny an Owner access to and from his or her Residential Unit located in the O'Dell's Bay Property.

(C) Admission Fees. The Association shall have the right to charge reasonable admission and other fees to Members for the use of the Common Area and Common Facilities.

(D) Dedication. The Association shall have the right to dedicate or transfer al or any part of the Common Area or Common Facilities to any public

agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. Except for the installation of utilities pursuant to the easements created by Section 3(B) and Section 4(E) hereof, no such dedication or transfer shall be effective unless an instrument has been recorded and signed by Members entitled to cast three-fourths (3/4) of the votes entitled to be cast by the membership agreeing to such dedication or transfer, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken. The consent requirements of Article XV, Section 5, must also be obtained to effect a valid dedication or transfer.

(E) Easements. The Association shall have the right to dedicate or grant easements for construction purposes and for access, and to dedicate or grant utility and drainage easements to install sewer, water, gas, electric and telephone lines, transformers, towers, poles, lighting fixtures, pipes, cable television wires or lines, conduits, cables, wires, drainage channels and other utility facilities, including the right of access thereto for the purpose of constructing, installing, repairing, maintaining, altering and modifying any such facilities.

(F) Rules and Regulations. The Association shall have the right to adopt rules and regulations not inconsistent herewith concerning the use of the Common Area and Common Facilities, such rules and regulations to be promulgated and amended in accordance with the ByLaws of the Association.

Section 5. Family and Guests. An Owner's right to the use and enjoyment of the Common Area and Common Facilities shall also extend to all members of the Owner's family who reside in his Residential Unit and to his occasional guest leasees so long as such use is in accordance with the terms and conditions of this Declaration and any rules and regulations promulgated by the Association.

Article V

INSURANCE

Section 1. Insurance on Association Property. The Association shall maintain insurance covering all insurable improvements located or constructed upon the Common Area or Common Facilities. The Association shall maintain the following types of insurance to the extent that such insurance is reasonable available, considering the availability, cost and risk and coverage provided by such insurance, and said insurance coverage shall be paid by the Association as a Common Expense.

Section 2. Property Insurance. A policy of property insurance covering all insurable improvements located on the Common Area or Common Facilities, except for land, foundation, excavation and other matters normally excluded from coverage, in an amount not less than necessary to comply with any co-insurance percentage stipulation in the insurance policy. Further, said policy shall contain a "Replacement Cost Endorsement" providing that any claim shall be settled on a full replacement cost basis without the deduction for depreciation, and include an "Inflation Guard Endorsement" and an "Agreed Amount Endorsement". The Association may also purchase a "Demolition Endorsement", an "Increased Cost of Construction Endorsement", a "Contingent Liability from Operation of Building Laws Endorsement" or the equivalent, and or coverage on personal property owned by the Association including fixtures and building service equipment, furnishings and supplies. Such insurance as maintained by the Association pursuant to this subsection shall afford protection against at least the following:

(A) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement; and

(B) 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.

Section 3. Public Liability Insurance. A comprehensive policy of public liability insurance covering all of the Common Area, Common Facilities, and any other property owned by the Association, insuring the Association in an amount not less than \$1,000,000 covering bodily injury, including death of persons, personal injury and property damage liability arising out of a single occurrence.

Such coverage shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Association property, Common Area, legal liability arising out of lawsuits related to employment contracts of the Association and protection against liability for non-owned and hired automobiles. Such coverage may also include, if applicable, comprehensive automobile liability insurance, garagekeeper's liability, liability for property of others, host liquor liability, water damage liability, contractual liability, workmen's compensation insurance for employees of the Association, and such other risks as shall customarily be required by private institutional mortgage investors with respect to projects similar in construction, location and use.

Section 4. Fidelity Insurance or Bond. A policy providing comprehensive fidelity coverage of fidelity bonds to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and all others who handle or are responsible for handling funds of the Association, including, but not limited to a Manager, in an amount of at least equal to the estimated maximum of funds under the control of Association at any given time; provided, however, that such fidelity coverage or fidelity bonds shall not be in amount less than three (3) months aggregate assessments on all Residential Units, plus reserve funds. Such fidelity coverage or bonds shall meet the following requirements:

(A) all such fidelity coverage or bonds shall name the Association as an obligee;

(B) such fidelity coverage or bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

In the event the Association has delegated some or all of its responsibility for handling of funds to a Manager, the Association may require the Manager to purchase, at its own expense, a policy of fidelity insurance to bonds which fully complies with the provisions of Section 4 hereof.

Section 5. Flood Insurance. If the Common Area, Common Facilities or any other property owned by the Association, or any portion thereof, is located within an area identified by the Federal Emergency Management Agency as having special flood hazards, and flood insurance coverage on such Common Area, Common Facilities or any other property owned by the Association has been made available under the National Flood Insurance Program, then such a policy of flood

insurance shall be obtained on such Common Area, Common Facilities or any other property owned by the Association, in an amount at least equal to the lesser of:

(A) the maximum coverage available under the National Flood Program for all buildings and other insurable property located within a designated flood hazard area; or

(B) one hundred percent (100%) of current replacement cost of all buildings and other insurable property located within a designated flood hazard area.

Section 6. 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.

Section 7. 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.

Section 8. Deductibles. No policy of insurance in which the Association or its designee is the beneficiary shall include the deductible clause in an amount greater than \$500.00 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 of negligence of a Owner in question and the Association may collect the amount from said Owner in question and the Association may collect the amount from said Owner in the same manner as any annual assessment.

Section 9. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each individual Lot Owner whose individual Lot does not have one or all other Owners and the Association that each such individual Lot Owner will carry, maintain and timely pay the premium or premiums on an all-risk insurance policy (on I.S.O. form HO.3 or equivalent) in an amount equal to at least eighty percent (80%) or more of the actual cash value of

the Residential subject to the terms of this Declaration and which is not located on the Lot. By virtue of taking title to a Residential Unit subject to the terms of this Declaration and which is not located on a Lot which has on or more zero side or rear yard setbacks, each such Residential Unit Owner covenants and agrees with all other Owners and with the Association that if such insurance is not maintained by a Member Association, then each such individual Residential Unit Owner shall carry, maintain and timely pay the premium or premiums on a policy of blanket all-risk casualty insurance on said Owner's Residential Unit(s) cover the entire replacement cost of said improvements and structures and shall provide for at least ten (10) days' written notice to the Board of Directors of the Association before cancellation or material change in such insurance. A copy of such policy or a certificate thereof shall be delivered to the Association at the time of transfer of the Residential Unit or renewal of the insurance. Each individual Owner whose individual Lot has one or more zero side or rear yard setbacks further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the individual Owner(s) shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction, to the extent such repair or to reconstruct is not the obligation of a Member Association. In the event that the entire structure is destroyed and the individual Owner(s) or Member Association, whichever is applicable, determine(s) not to rebuild or reconstruct, the individual Owner(s) shall clear the Residential Unit(s) Lot(s) of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

Section 10. Member Association Insurance. Member Associations shall carry, maintain and timely pay the premium or premiums on a policy of fire, extended coverage, vandalism and malicious mischief, with all risk endorsement insurance on the improvements comprising the Member Association Property. Said insurance shall cover a minimum of the entire replacement cost of said improvements and shall provide for at least ten (10) days notice to the Board of Directors of the Association before cancellation or material change in such insurance. A copy of such policy or a certificate thereof shall be delivered to the Association at the time of renewal of the insurance.

Article VI

COMMON EXPENSES

Section 1. Creation of the Lien and Personal Obligations for Assessments. The Declarant for each Residential Unit owned by it within the O'Dell's Bay Property hereby covenants, and each Owner of any Residential Unit by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

(A) annual assessments or charges and

(B) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest, cost of collection and reasonable attorney's fees, shall be a charge on the Residential Units and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost of collection and reasonable attorney's fees, shall also be the personal obligation of the person or entity who was the Owner of such Residential Units at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his, her or its successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the O'Dell's Bay Property and for the improvement, maintenance, repair and replacement of the Common Area, the Common Facilities and any other areas that the Association is obligated to maintain as provided herein and the improvements thereon. The annual assessments shall be payable in regular installments and shall be used for (but are not limited to) insurance for the Association, the Common Area and the Common Facilities, an adequate reserve fund for maintenance, thereon ("Reserve Fund"), the Common Facilities and any other improvements which are owned by the Association that must be repaired or replaced on a periodic basis, and maintenance, repairs and replacement of water, sewer and the utility lines and fixtures located upon the Common Area or Common Facilities, or, if located upon a Lot or Member Association Property, which serve the Common Area, Common Facilities or another Lot or Member Association Property. Said annual assessments may also be used for maintenance and

replacement of lawn, landscaping and shrubbery on portions of those Lots or Member Association Property that are contiguous to the Common Area; and for the maintenance and replacement of lawn, landscaping and shrubbery located on public boulevards.

Section 3. Basis and Maximum of Annual Assessments. Annual and special assessments shall be levied on each Residential Unit as follows:

(A) Residential Units which create Class A membership shall be assessed on the basis of one maximum annual assessment as hereinafter initially determined and thereafter as determined by the Board of Directors or the membership of the Association.

(B) Residential Units which create Class B membership and which have been submitted to the Declaration shall be assessed on the same basis as Residential Units which create Class A membership.

Annual assessments made in respect to the year ending December 31st, 1989 (if any) shall be Three Hundred Dollars (\$300.00) per Residential Unit, payable as hereinafter provided. If the first annual assessment is made after December 31st, 1989, the amount thereof shall be established by the Board of Directors; provided, however, that such assessments shall not be less than Three Hundred Dollars (\$300.00) nor more than Three Hundred Fifty Dollars (\$350.00) per year. For each year (beginning January 1) after the year in which the initial assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year by the Board of Directors without a right in the membership to veto said increase except as otherwise set forth herein. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year in a lesser amount. The Board of Directors shall have the right to increase the base of annual assessments by more than ten percent (10%) and to increase the maximum percentage increase; provided, however, that except as a result of the addition of Additional Property or Expansion Property to the property subjected to this Declaration, the Members entitled to cast a majority of the votes of the Membership who are voting in person or by proxy, at a meeting duly called for this purpose, shall have a right to veto any increase of more than ten percent (10%) in the maximum annual assessment or any increase in the maximum percentage increase. Notwithstanding anything set forth above the base annual assessment and the maximum percentage increase may be changed without compliance with this

Section 3 if such changes are undertaken as incident to merger or consolidation in which the Association has been authorized to participate by its membership.

Section 4. Special Assessments. In addition to the annual assessments authorized by Section 3 hereof, the Board of Directors may levy in any assessment year a special defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area or any improvement composing the Common Facilities, including the necessary fixtures and personal property relating thereto, the cost of which can not be met from the sums contained in the Reserve Fund or from insurance proceeds, or the cost of constructing a capital improvement, or the cost of certain unexpected expenses or unexpected increases in any annual expenses, including but not limited to, an increase in the insurance premium assessed against the Association; provided, however, that any such assessment shall be subjected to a veto but the Members entitles to cast at least a majority of the votes of the membership who are voting in person or by proxy at a meeting duly called for that purpose. It is understood and acknowledged by Declarant that those Common Facilities described in Exhibit E shall not be conveyed to the Association until said facilities are fully constructed.

Section 5. Notice and Quorum for any Action Authorized under the Sections 3 or 4. Written notice of any meeting called for the purpose for taking any action authorized under Section 3 or 4 shall be sent to all Members not less than 25 or nor more than 45 days in advance of the meeting. At the first meeting called, as provided in Section 3 or 4 hereof, the presence of Members and/or of proxies entitled to cast two-thirds (2/3) of all the votes of each class of membership shall constitute a quorum. If the required quorum another meeting may be called, subject to the same notice requirement. and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than twenty (20) days following the preceding meeting.

Section 6. Annual and Special Assessments to be Borne Equally. Except as herein otherwise provided in this Declaration, both annual and special assessments must be fixed at a rate which is equal for all Residential Units in the O'Dell's Bay Property. This requirement shall not apply to Exterior Maintenance Assessments (as hereinafter defined).

Section 7. Date of Commencement of Annual Assessments, Due Dates.

(A) Commencement Date. The annual assessments provided for herein shall commence as to all Residential Units on the first day of the month following the conveyance of the Common Area.

(B) Payment. The annual assessment made for the balance of the fiscal year ending December 31st, 1989, if any shall become due and payable in two equal installments on payment dates to be established by the Board of Directors. The assessments for any year commencing after December 31st, 1989 shall become due and payable in two equal semi-annual installments (or other method established by the Board of Directors on payment dates to be established by the Board of Directors).

(C) Proration. The amount of annual assessments which may be levied for the balance remaining in the first year of assessments shall be an amount which bears the same relationship to the annual assessments provided for in Section 3 hereof as the remaining number of months in the year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any Residential Unit which is hereafter added to the Residential Units now subject to assessment at a time other than the beginning of any assessment period.

(D) Special Assessments/ Due Date. The due date of any special assessment under Section 34 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors.

(A) Assessment Amounts/ Roster. The Board of Directors of the Association shall fix the amount of the assessment against each Residential Unit for each assessment period at least thirty (30) days in advance of such date or period and shall at that time prepare a roster of the properties and assessments applicable thereto, which shall be kept in the principal office of the Association and shall be open to inspection by any Owner.

(B) Written Notice. Written notice of the assessment shall be sent to every Owner subject thereto; provided, however, that the failure to send such written notice shall not render any such assessment invalid.

(C) Certificate. The Association shall upon demand, and for a reasonable charge, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a given Residential Unit have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Exterior Maintenance Assessment. In the event that any Owner or ant Member Association shall fail to provide adequate maintenance (to be determined by the votes of the Members entitled to cast a majority of the votes of the membership) to the exterior of any building or property within the O'Dell's Bay Property, including, but not limited to, the failure to remove debris, construction materials, noxious weeds, garbage and scrap material, the Association shall have the right and easement, upon ten (10) days written notice to all Owners of the offending building, including Member Association(s) to cause such exterior maintenance to be completed and to assess all costs thereof to the Owner(s) of the building, including Member Association(s). Such Exterior Maintenance Assessment, together with interest, cost of collection and reasonable attorney's fees, shall be a charge and a continuing lien upon the subject property. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the respective Owners or members of the respective Member Association.

Section 10. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from two percent (2%) over the prime rate as such rate is announced from time to time at First Wisconsin National Bank of Milwaukee, Wisconsin or its successor at its principal place of business, or (ii) the maximum rate of interest then permitted but applicable usury laws. The Association may bring an action at law against the Owner or Member Association members personally to pay the same, or foreclose the lien against the property, and there shall be added to the amount of such assessment cost of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and reasonable attorney's fees to be fixed by the court, together with the costs of the action. In the event any assessment is not paid, a statement of lien may be filed by the Association within two years after the assessment becomes due. The lien shall be effective against a Residential Unit at any given time the assessment becomes due regardless of when within the two-year period is filed. A statement of lien shall be filed in the land records of the clerk of Circuit Court of the county where the Residential Unit is located, stating the description of the Residential Unit, the name

of the record owner, the amount due and the period for which the assessment was due. The statement of lien shall be signed and verified by an officer or agent of the Association as specified in the By-laws and then may be filed. Upon full payment of the assessment for which the lien is claimed, the Owner or Member Association shall be entitled to a suitable satisfaction of lien. The lien may be enforced and foreclosed by the Association or any other person specified in the Bylaws in the same manner and subject to the same requirements as a foreclosure of mortgages of real property in this state. No action may be brought to foreclose the lien unless brought within three years following the recording of the statement of lien. No action may be brought to foreclose the lien except after ten days prior written notice to the Owner or Member Association given by registered mail, return receipt requested, to the address of the Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Residential Unit.

Section 11. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon a Residential Unit. Sale or transfer of any Residential Unit shall not affect the assessment lien. However, the sale or transfer of any Residential Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof (including delivery of a deed in lieu thereof) shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall release such transferee Owner from liability for any assessments thereafter becoming due, nor release such Residential Unit from the lien of such subsequent assessments. Notwithstanding anything contained herein, the lien for assessments which resulted from the failure of the Residential Unit Owner to pay his or her portion of any taxes, real or personal, which are levied against the Common Area or Common Facilities shall be superior to the lien of any first mortgage hereafter placed in a Residential Unit.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- (A) All properties dedicated and accepted by the local public authority and devoted to public use;
- (B) All properties exempted from taxation by the extent of such legal exemption;

(C) All Common Area and Common Facilities as defined in Article I hereof;

(D) All Member Association Property.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

Article VII

LAND USE, BUILDINGS, AND IMPROVEMENTS

Section 1. Land Use. Unless otherwise provided by this Declaration or designated on the Plat Map, all Lots and Residential Units in the O'Dell's Bay Property shall be used for single family residential purposes only.

Section 2. Site Improvements, Clearance.

(A) Improvements. A Lot Owner of Member Association proposing to make improvements on any Lot or Lots or Member Association Property within the O'Dell's Bay Property shall conform to the requirements of Article X hereof.

(B) Clearance. A Lot Owner or Member Association proposing to fell or remove existing trees or shrubs or other plant life on any Lot or Lots of Member Association Property, whether or not said Lot or Lots of Member Association Property have been improved, shall submit a site plan showing the proposed changes, and receive the express written approval of Architectural Control Committee (as hereinafter defined) pursuant to Article X hereof prior to commencing the proposed work. All existing trees on any Lot or Member Association Property shall be well protected during construction and preserved as necessary by well islands or retaining walls and proper grading.

Section 3. Lot Size and Division. No Lot or Member Association Property shall be consolidated, divided or redivided, except as pursuant to Section 4 of this Article.

Section 4. Lot Aggregation. Whenever contiguous Lots or additional land from a contiguous site in the O'Dell's Bay Property shall be owned by the same Owner, and such Owner shall desire to use more than one Lot as a consolidated site for a single dwelling house, the Owner shall apply to the Architectural Control Committee (as hereinafter defined) for permission to depart from ant setback requirements along the internal lot lines of the consolidated site, or for permission to construct (or create by modifying any structures) a single Residential Unit or two contiguous Lots having zero side or rear yard setbacks. If the required written permission for such use is granted and the result is a single consolidated Residential Unit on two Lots, then the Lots constituting the consolidated site shall be treated as a single Lot for the purpose of the right to vote set forth in Article III, Section 2, but shall be treated for purposes of the assessments described in Article VI as separate and individual Lots, as if no consolidation had occurred.

The foregoing notwithstanding, if the Board of Directors, if the Board of Directors determines that any costs included in any annual assessment are reduced (or, in the judgment of the Board, are less than they would otherwise have been) as the direct result of the consolidation of any Lots, and that a may reduce the full assessment against each Lot in a consolidated site assessment levied against consolidated Lots in direct relation to the cost savings attributable to such consolidation.

Section 5. Permitted Buildings.

(A) Single Family. Construction on all Lots shall be limited to a single family residence and certain garage or auxiliary buildings.

(B) Mobile Homes. Mobile homes are not permitted.

(C) Garage. Garages shall be attached to the residence and have a maximum of 720 square feet of floor area; however, the architectural control committee may approve an attached garage of greater than 720 square feet of floor area based upon its proportion to square feet of living area of the residence.

(D) Auxiliary Buildings. A secondary garage or auxiliary buildings may be erected and maintained on each Lot where the dwelling house has an attached garage, or where a primary garage is permitted because the dwelling house does not have an attached garage. Such secondary garage or auxiliary building shall have a maximum floor area of 720 square feet; provided, however, that the total

square footage of any attached or detached garage plus the square footage of any auxiliary buildings shall not exceed 1160 square feet.

(E) External Appearance. Primary garages, where permitted, and secondary garages or auxiliary buildings shall conform in external appearance to the dwelling house and shall not be erected prior to completion of the exterior of the dwelling house. Such garages and auxiliary buildings shall conform to the setbacks in Section 6 and 7 of this Article.

(F) Porches, Sundecks, Appurtenant Structures. The Architectural Control Committee may exempt porches, sundecks and the like from the operation of Section 6 and 7 of this Article if the design of such dwelling house or the topography of the Lot makes such exemption desirable. Deck and porch supports and similar exposed structural members must conform in design and appearance to the main structure and be acceptable to the Architectural Control Committee.

Section 6. Dwelling Site.

(A) Size Limitation. No dwelling house shall be erected or maintained on a Lot unless such dwelling house:

(1) has a minimum ground floor area of 720 square feet, or more; provided, however, that the Architectural Control Committee may approve a dwelling of lesser square footage based on a unique architectural design, or

(2) has a minimum width of 24 feet (unless the Architectural Control Committee shall approve in writing a deviation from such width limitation with respect to that particular dwelling house based on a unique or unusual architectural design).

Porches, sundecks, basements, attics, attached garages, breezeways, carports, crawl-spaces and the like shall be excluded from the calculation of ground floor or living spaces, as the case may be.

(B) Side Setback. No auxiliary structure, other than primary garage, and attached decks may temporarily or permanently within twenty (20) feet of the side of Lot lines. No structure or improvements, whatsoever, (except for driveways, but only in accordance with Section 8 hereof, and except for structures located on Lots zero lot lines as to structures located on said Lot lines) shall be permitted within fifteen (15) feet of the side Lot lines unless in writing by the Architectural Control Committee.

Section 7. Placement of Buildings. The following on Lots and Member Association shall govern the placement of buildings on Lots and Member Association Property: No building, porch or projection shall be erected or maintained on any Lot or Member Association Property located on the shoreline closer than thirty (30) feet from the rear (lake side) property line. No building, porch or projection shall be erected or maintained on any Lot or Member Association Property not located on the shoreline closer than thirty (30) feet from the rear (pond side) property lines, as measured from the top of the bank of the pond. No building, porch or projection shall be erected or maintained on any Lot or Member Association Property closer than fifty (50) feet from the front (street side) property line. Notwithstanding anything to the contrary contained in the foregoing, the Declarant may, without obtaining the consent of the Architectural Control Committee, obtaining the consent of the Architectural Control Committee, construct and/or place improvements, including buildings, decks and porches, within the above referenced rear (pond side) setback of any Lot or Member Association Property, including, without limitation, the right to place any such improvements immediately adjacent to and/or above the pond. The Architectural Control Committee may approve in writing a deviation of hardship or unique or unusual design. any and all setbacks shall conform fully to any requirements promulgated by the Town of Germantown, the County of Juneau and/ or the State of Wisconsin.

Section 8. Driveways.

(A) Common Driveways. The driveway serving each Lot will be laid out within a fifteen (15) foot wide driveway easement, lying along a portion of the common Lot line of certain contiguous pairs of Lots.

(B) Length. The common driveway shall penetrate each Lot of a minimum distance of thirty (30) feet from the front (street side) Lot line, as measured along the common Lot line.

(C) Side Setback: Requirement for First One Hundred (100) Feet from Rear Lot Line. No driveway shall be placed closer than twenty (20) feet to any side lot line within the first one hundred (100) feet as measured from the rear Lot line.

(D) Front Lot Line/ Entrance. No driveway or other vehicle entry may be constructed or maintained across the front property line except in the fifteen (15) foot driveway. However, upon a Lot Owner's showing of hardship or other unusual

circumstances and upon the passage of three (3) years from the date of initial occupancy, the Board of Directors may grant a variance from this provision.

(E) Driveway Surface. Driveways shall be constructed with bituminous or concrete surfaces.

(F) Location. Driveways shall be located in substantially the same locations as depicted on Exhibit F attached hereof and hereby incorporated herein.

Section 9. Completion of Construction.

(A) Exterior Building. All building exteriors, including application of exterior color, shall be completed within six (6) months from the date construction begins.

(B) Roofing. All buildings must be roofed with a dark colored roofing material or cedar shingles or shakes.

(C) Materials. All exterior materials and finishes must be approved by the Architectural Control Committee.

(D) Design. All plans and specifications and modifications thereof must be approved by the Architectural Control Committee.

(E) Landscaping. The Architectural Control Committee may require the submittal and approval of a landscape plan for all or portion of each Lot or Member Association Property at the time of the submittal of the plans and specifications for constructing a Residential Unit on such Lot or a residential building or other improvements on Member Association Property.

(F) Lighting. If the Architectural Control Committee deems such requirement advisable as part of a comprehensive lighting plan, such Committee may require as a condition to its approval of improvements upon any Lot or Member Association Property, that the Owners of a Lot install and operate one exterior light in the vicinity of the front Lot line of each Lot or that a Member Association install and operate a reasonable number of exterior lights in the vicinity of the front border line of the Member Association Property.

Section 10. Signs, Fences and Sundry Structures.

(A) Signs. No signs or entry markers other than a sign indentifying the property and/or a "For Sale" sign shall be displayed on any Lot, Residential Unit or Member Association Property.

(B) Size/Appearance. Identification signs shall not exceed two (2) square feet in size and shall be constructed of natural materials and/or finished in natural colors. Identification signs shall conform with the overall Association signage plan approved by the Architectural Control Committee.

(C) "For Sale" Signs. "For Sale" signs not exceeding six (6) square feet in size shall be displayed under the supervision of the Architectural Control Committee.

(D) Fuel Tanks. Every tank for the storage of fuel that is installed outside any building on any Lot or Member Association Property shall be either buried below the surface of the ground, or painted or screened by fencing or shrubbery to the satisfaction of the Architectural Control Committee.

(E) Fences. Boundary fences on individual properties shall be subjected to the approval of the Architectural Control Committee pursuant to the provisions of Article IX hereof.

Section 11. Surface Drainage, Sanitary Facilities.

(A) Surface Drainage. The natural surface drainage patterns of any Lot or any Member Association Property shall not be changed by grading, damming, filling or installing of conduits, except with the permission of the Architectural Control Committee.

(B) Toilet Facilities. No outdoor toilet shall be erected or maintained on any Lot or any Member Association Property except those toilet facilities erected in the Common Area of any Member Association Property with the express written approval of the Association.

Section 12. Protective Maintenance of Lots.

(A) Responsibility. Every Owner of Member Association Property shall have the responsibility of maintaining his or her Lot or Member Association Property so as to prevent surface erosion, growth of noxious weeds, fire hazards, improper operation or condition of wells and sewage disposal systems, and the like.

(B) Rights of Association. In the event that an Owner or Member Association shall fail to exercise the responsibilities outlined above, the Association, upon five (5) days written notice to such Owner or Member Association, shall have the right to enter upon said Lot or Member Association Property through its agents or employees and abate any of the above conditions. The cost of any such action shall be paid by the Owner or Member Association within fifteen (15) days of the Owner's or Member Association's receipt of written notice setting forth the amount of such costs. If such costs are not paid within such fifteen (15) day period, then such costs shall accrue interest at an interest rate equal to the lesser of (i) two percent (2%) in excess of the prime rate as such rate is announced from time to time by First Wisconsin National Bank of Milwaukee, Wisconsin or a successor thereof at its principal place of business, or (ii) the maximum rate of interest then permitted by applicable usury laws and all such costs, interest, collection fees, reasonable attorneys' fees and other costs incurred in connection therewith shall be deemed a part of such Owner's current annual assessment or the current annual assessment of the Owners who are Members of the affected Members Association and shall be a lien on such Owners Lots or Residential Units.

Article VIII

SHORELINE PROPERTY RIGHTS OF UNIT OWNERS

Section 1. Right to Use Shoreline Property. As of the date of execution of this Declaration, the Shoreline Property is owned by the Declarant and lies within the boundary of a hydroelectric project known as Federal Energy Regulatory Commission ("FERC") Project 1984 and is subject to regulation by the Federal Energy Regulatory Commission (hereinafter referred to as the "FERC") in accordance with the terms and conditions of a license (hereinafter referred to as the "License") issued by the FERC.

The License permits the Declarant to grant the Association the right to construct certain boat docks and appurtenant facilities in accordance with the permit (hereinafter referred to as the "Permit") to use the Shoreline Property, granted to the Association by the Declarant. A copy of the Permit is attached hereto as Exhibit G. FERC currently requires that the Shoreline Property be open to the public for pedestrian ingress and egress and certain marina related purposes. If, for any reason, the FERC alters its current policies and modifies, revokes or cancels the above referenced License or the License expires in accordance with its terms, it is possible that the Association would no longer be permitted to construct piers or any other appurtenant structures or facilities on the Shoreline Property and the Association would cease to have a right to have a pier or piers on the Shoreline Property or the right to exclusive use of any improvements constructed by the Association on the Shoreline Property.

Section 2. Easement Agreement. Declarant shall use reasonable efforts to obtain the approval of FERC to the granting of a permanent non-exclusive easement on, over, and across the Shoreline Property by Declarant to the Association (hereinafter referred to as the "Easement"). The Easement, if approved, would grant the Unit Owners and the Association the permanent non-exclusive right to use the Shoreline Property for marina related purposes, certain recreational purposes and to construct piers and certain appurtenant structures and facilities thereon. Any piers or appurtenant structures or facilities so constructed solely by the Association would belong to the Association. The Easement would contain certain restrictions on the type of recreational use and the type and location of piers and appurtenant structures and hours and type of use. A copy of a draft of the proposed Easement is attached hereto Exhibit H. The final form of Easement may differ significantly from the draft form attached hereto. Any Easement granted with respect to the Shoreline Property will be non-exclusive and members of the public will have the right to enter upon the Shoreline Property for pedestrian egress and ingress and for certain marina related purposes. If and when the Declarant receives approval to grant the Easement to the Association, the Declarant shall promptly execute the form of approved Easement and deliver it to the Association. The Association will then execute said Easement if required to do so, and arrange for the prompt recording of the Easement in the Office of the Register of Deeds for Juneau County, Wisconsin.

Section 3. Extent of Liability. The Association and the Unit Owners and each of them shall have no rights or claims, of any nature, whatsoever, against the Declarant, including claims for the value of improvements constructed on the

Shoreline Property connected with or resulting from the failure of Declarant to obtain the Easement or the modification, revocation, cancellation or expiration of Declarant's license with respect to the Shoreline Property.

Article IX

DOCKS, WATERCRAFT STORAGE, AND SWIMMING AREA

Section 1. Definitions. The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(A) A "common pier" is defined as a platform (including its supporting structure and anchorage) for walking, fishing and other passive, non-boating activities that extends from the Common Area shoreline into the area of the bay or lake at or above the water line, which pier is also intended for temporary docking of watercraft in areas so designated solely for the purpose of picking up or dropping off passengers.

(B) A "canoe rack" is defined as a structure attached to or sitting on the land intended to provide storage for small, non-motorized watercraft such as canoes, sailboards, and kayaks.

Section 2. Regulations and Requirements.

(A) Maintenance/Construction. All common piers shall be owned and maintained by the Association in accordance with the rules, regulations, ordinance and laws applicable to such ownership. The Association shall, to the extent permitted and in accordance with the rules, regulations, ordinances and laws applicable to such construction erect its piers in accordance with the rules of operation.

(B) Placement. Placement and sitting of piers shall be at the recommendation of the Architectural Control Committee. Such recommendation must be approved by the Board of Directors and said placement and sitting shall be in accordance with the rules, regulations, ordinances and laws applicable to such placement and sitting.

(C) Tie-Up Area. If feasible, each Association common pier must provide at least one area designated for temporary docking of watercraft which may be used by all the Members of the Association in accordance with the rules operation.

(D) Design/ Appearance. The design, configuration and appearance of all common piers and all attached or otherwise related equipment shall be subject to the approval of the Architectural Control Committee and shall be in accordance with the rules, regulations, ordinances, and laws applicable to such design, configuration and appearance.

(E) Canoe Racks. The Association will own and maintain canoe racks of a number and a size to be determined.

(F) Use. Use of common piers and other equipment shall be in such a manner as to prevent damage to piers and related equipment of the Association and to other Owners or Member Association Property and so as to prevent injury to persons. Such use shall be with regard for the Lake and its eco-system and in accordance with the rules, regulations, ordinances and laws applicable to such piers and appurtenant structures and the rules, regulations and ordinances and laws applicable thereto.

(G) Rights of Owners. The common pier shall be for the exclusive use and enjoyment of the Owners and their authorized guests according to the rules of operation and in accordance with the rules, regulations, ordinances and laws applicable to such docks and appurtenant structure.

Article X

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Architectural Control Committee. The Architectural Committee shall be composed of three (3) or more representatives appointed by the Board the Directors of the Association, one of whom shall be a member of the Board of Directors of the Association, and at least two of whom shall be Members of the Association.

Section 2. Construction/Modification of Improvements. No clearing, mass planting or building, fence, wall, patio or other structure shall be commenced, erected or maintained upon any Lot, or Member Association Property (whether above or below ground level) including, without limitation, tennis courts, swimming pools, saunas, flag poles, and other improvements of any type, whatsoever, nor shall any exterior addition to or change or alteration thereof be made, until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee.

Section 3. Submittal Requirements. Owners or Member Associations must submit to the Architectural Control specifications, including all building elevations, drawn to scale for all principal and auxiliary buildings to be erected on a Lot or Member Association Property within the O'Dell's Bay Property, and must receive the approval of that Committee in writing prior to commencing construction, excavation, grading or clearing. Building plans must include specifications as to the exterior materials, finishes and/or colors, including roofing, siding, brick, stone, trim, foundation, and shall include a schedule of window sizes and types.

Section 4. Secondary/Appurtenant Structures or Modifications. After completion of construction of the initial living unit, no building, porch, fence, wall, deck, patio, sauna, kennel, mail box, flag pole or other structure shall be commenced, erected, placed or maintained upon any Lot or any Building containing Residential Units or any Member Association Property, nor shall any exterior addition to or change or alteration of principal or auxiliary structures thereon be made, until the plans and specifications showing the nature, kind, shape, heights, materials and locations of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee.

Section 5. Effect of Approval. Upon approval of the building plans, site plan, specifications and landscape plan to the Architectural Control Committee and upon receipt of all necessary municipal or other governmental approvals, consents and permits, construction in accordance with said plans and specifications may commence, such construction to be substantially completed within nine (9) months after the last such approval has been given.

Section 6. Failure to Act. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within forty-five (45) days after said plans and specifications have been submitted to it, such plans and specifications shall be deemed to have been approved by the Committee. In the event that plans and specifications are not submitted to the Committee, or the actual design, construction or location of any improvement shall be materially at variance with approved plans and specifications, the Association may, until one year (but not thereafter) after the completion of construction, commence a suit to require the removal or alteration of such improvement.

Section 7. Authority to Act. The Architectural Control Committee may appoint in writing one member of such committee who shall have the authority to approve the construction of improvements as set forth in this Article IX.

Article XI

USE RESTRICTIONS

Section 1. Land Use. No Lot or Residential Unit shall be used except for single family residential purposes only. Lots and Residential Units and Member Association Property shall not be used for business purposes of any type whatsoever, except in accordance with Article XIII of this Declaration.

Time share ownership, Fractional share ownership or any similar concepts are strictly prohibited. Lot owners may not rent their property for any period less than 30 days.

Section 2. Nuisances. No illegal, noxious or offensive activities shall be carried on upon any Lot or Member Association Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Hiking Trails. Walking or hiking trails, located within the O'Dell's Bay Property shall be exclusively for pedestrian use. The use of motorized or wheeled vehicles on such walking or hiking trails is absolutely prohibited.

Section 4. Motorized Vehicles. Motorized vehicles shall be operated solely on public rights-of-way or driveways within the O'Dell's Bay Property. Motorized vehicles may not be operated across side or rear lot lines. Within the O'Dell's Bay Property, motorized vehicles shall be operated so as to not unduly disturb the enjoyment of other Owners. All terrain vehicles and motorcycles shall be permitted only on public rights-of-way or driveways and only for ingress and egress purposes and not for general recreational or pleasure purposes.

Section 5. Pets, Livestock and Poultry.

(A) Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on O'Dell's Bay Property except that dogs, cats or other household pets may be kept, bred or maintained for any commercial purpose.

(B) Quantity. All other provisions of the rules and this Declaration notwithstanding, no Owner shall at any time keep, house or maintain on his or her Lot or Residential Unit more than two domestic dogs or two domestic cats or one domestic dog or one domestic cat.

(C) Ordinances. The ordinances and lawfully adopted regulations of the Town of Germantown and Juneau County regarding pet and domestic animal control will be the basis for the policy of the Association.

(D) Leash/Kennel. Pets shall be kept restrained within the Lot, Residential Unit or Member Association Property of the Owner, either by leash or in a kennel or other enclosure.

(E) Disturbance. Pets may not be allowed to create undue noise or cause other disturbances of the Enjoyment Rights of the other Owners.

Section 6. Garbage and Refuse Disposal. No Lot or Member Association Property or portion thereof shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and no exterior burning of household refuse shall be done except in such areas as may be designated by the Architectural Control Committee. All incinerators or other equipment for the storage or disposal of such materials shall be kept within the garage forming part of a Residential Unit unless otherwise designated by the Architectural Control Committee.

Section 7. Prohibited Structures. No structures of a temporary character, including, but not limited to, trailers, basements, tents, shacks, garages, boathouses, barns, ice fishing house or shacks, or other out-buildings shall be used on any Lot or Member Association Property for habitation, either temporarily or permanently.

Section 8. Storage. Overnight parking or storage of any boats, snowmobiles, trailers, recreational or camping vehicles, all-terrain vehicles, or other vehicles on any Lot outside of garage or other storage building shall be in accordance with the published Rules and Regulations.

Section 9. Sewer Facilities. The sewage disposal facilities serving the O'Dell's Bay Property shall be limited to those approved by the appropriate government agency and sewerage district.

Section 10. Sanitary Facilities. No outdoor toilet shall be created or maintain on any Lot or Member Association Property except those facilities erected on the Common Area of any Member Association Property with the express written approval of the Association.

Section 11. Audio and Video System.

(A) System. There shall be a common system to receive and distribute broadcast audio and video signals.

(B) Exterior Systems. Satellite dishes in excess of 24" in diameter and exterior antennas are not permitted on the lots, residential units or improvements of the lots. Only satellite dishes 24" or less in diameter is permitted when discretely placed and the location is approved by the Architectural Control Committee according to their rules and regulations.

(C) Obstructions. The Association shall have the right after notice to the affected property Owners and approval by the Architectural Control Committee or a written plan therefor, to top, trim, remove or otherwise maintain trees that are affecting the reception of audio and video signals by the common system's antenna(s).

Article XII

RIGHTS OF FIRST MORTGAGE

Section 1. Overriding Provisions. Except as provided in Section 3 of Article II hereof, the provisions of this Article take precedence over any other conflicting provisions of this Declaration.

Section 2. Notice of Default. A first mortgagee of a Residential Unit, upon written request, is entitled to written notification from the Association of any default in the performance by the Owner of any obligation under the Declaration, By-laws or Articles of Incorporation which is not cured within sixty (60) days.

Section 3. Liability for Unpaid Assessments. Any first mortgagee of a Residential Unit who obtains title to a Residential Unit pursuant to the remedies provided in the mortgage or by foreclosure of the mortgage shall not be liable for the unpaid assessments of the Residential Unit which accrue prior to the acquisition of title to such Residential Unit by mortgage, but any such mortgage or transferee of such Residential Unit shall be liable for its portion of any future assessments which may be allocated to each Residential Unit. The foregoing notwithstanding, however, the lien for assessments which resulted from the failure of the Owner to pay his or her portion of any taxes, real or personal, which are superior to the lien of any first mortgage hereafter placed on a Residential Unit.

Section 4. Inspection of Insurance Policy. A copy of each insurance policy obtained by the Association shall be made available for inspection by Owners and their mortgages at reasonable times.

Section 5. Restricted Activities. Except as provided in Section 3 of Article II hereof, unless at least seventy-five percent (75%) of the first mortgages of Residential Units, based upon one vote for each mortgage owned, and the Owners who represent at least seventy-five percent (75%) of the votes entitled to be cast by the membership have given their prior written approval, the Association shall not be entitled to:

(A) By act or omission seek to abandon, partition subdivide, encumber, sell or transfer the Common Area owned, directly or indirectly, by the Association for the benefit of the Residential Units. The granting of easements for public utilities or for other public purposes consistent with the intended use of such

Common Area shall not be deemed a transfer within the meaning of this subsection;

(B) Change the method of determining the obligations, assessments, dues or other charges which may be levied of the Association with another corporation as provided in its Articles and By-laws;

(C) By act omission change, waive or abandon any scheme of regulations or enforcements thereof, pertaining to the architectural design or the exterior appearance of Residential Units, the maintenance of the Common Area or Common Facilities, walks, trails, common fences and driveways, or the upkeep of lawns and plantings;

(D) Fail to maintain fire and extended coverage of insurable Common Area or Common Facilities on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value, based on current replacement cost; or

(E) Use hazard insurance proceeds for losses to the Common Area, Common Facilities, or any other property owned by the Association other than for the repair, replacement or reconstruction of such property.

Section 6. Examination of Books and Records. First mortgagees shall have the right to examine the books and records of the Association.

Section 7. Priority of First Mortgages. No provision of the Declaration of By-laws shall be constructed as giving to the Owner or to any other party priority over any rights of first mortgages of Residential Units pursuant to their mortgages in the case of a distribution of insurance proceeds or condemnation awards for losses to or a taking of Common Area.

Article XIII

USE OF COMMON AREA FOR PROMOTION

The Declarant shall have the right, so long as one (1) Lot or Residential Unit is being held by the Declarant for sale in the ordinary course of business, to use a portion lease of the Common Area for the purpose of aiding in the sale or lease of

the Lots or Residential Units, including, but not limited to, the right to use portions of the Common Area for parking for prospective purchasers and such other parties as Declarant determines. The foregoing right shall mean and include the right to furnish and show a model, display and erect signs, billboards and placards and store, keep and exhibit same and distribute audio and visual promotional materials, modified or deleted without the consent of the Members entitled to cast one hundred percent (100%) of the votes of the membership.

Article XIV

DISCLAIMER OF LIABILITY OF ASSOCIATION

Section 1. Disclaimer. Notwithstanding anything contained herein or in the Article of Incorporation, By-laws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents"), the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of user of any portion of the O'Dell's Bay Property including, without limitation, residents and their families, guests, investees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(A) It is the express intent of the Association Document that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the O'Dell's Bay Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the O'Dell's Bay Property and the value thereof;

(B) The Association is not empowered, and has not been created, to act as an entity which enforces or ensures compliance with the laws of the United States, State of Wisconsin, Juneau County and/or any other jurisdiction or the prevention of tortious activities; and

(C) The provisions of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of any person(s), even if assessments funds are chosen to be used for any such reason.

Each owner (by virtue of his or her acceptance of title to his or her Residential Unit) and each other person having an interest in lien upon, or making a use of, any portion of the O'Dell's Bay Property (by virtue of accepting such interest or lien or making such use) shall be bound by this Article and shall be deemed to automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article.

Article XV

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Except as provided in Section 6 of Article X hereof, failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Rules and Regulations. The Association shall have the power to adopt reasonable rules and regulations governing the use of the Lots, the Residential consistent with the rights and duties established in this Declaration and shall supersede any conflicting rules ("Rules of Operation"). These shall include, without limitation, regulations relating to use of parking, storage (of vehicle or other property) and posting of signs. Any such regulation or rule shall be adopted in accordance with the By-laws. A copy of the present Rules of Operation are attached hereto as Exhibit I.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Association or the Owner of any Residential Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded,

after which time the covenants and restrictions shall be automatically renewed for successive periods of ten (10) years, unless terminated as provided herein.

Section 5. Amendment. Except as herein provided, the covenants and restrictions of this Declaration may be amended during the first five (5) year period after the recording of this Declaration by an instrument consented to by the Owners who are entitled to vote not less than ninety percent (90%) of the total votes of the membership and thereafter by an instrument consented to by the Owners who are entitled to vote not less than seventy-five percent (75%) of the first mortgagees of Residential Units, based upon one vote for each mortgage owned, and of Owners other than the Declarant shall be required for any amendment of this Declaration which would affect the right of the Association to do any of the acts specified in Article XII, Section 5(A), (B), (C), (D), and (E).

Section 6. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as Member or Owner on the records of the Association at the time of the mailing.

Section 7. Arbitration. Any controversy relating to the interpretation or enforcement of this Declaration shall be submitted to arbitration according to the rules of the American Arbitration Association for final settlement.

Section 8. Mergers. Upon a merger or consolidation of the Association with another corporation as provided in its Articles and By-laws, its properties, rights and obligations may, by operation of law, the properties, be transferred to another surviving or consolidated association or corporation, or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the O'Dell's Bay Property except as herein above provided.

Section 9. Recording of Consents/Approvals. Whenever this Declaration requires the consents or approvals of the Owners or of the first mortgagees of the O'Dell's Bay Property, it shall be sufficient for such consents or approvals shall be

certified in writing by the Secretary of the Association and such certification shall be recorded in the Office of the Register of Deeds for Juneau County.

Section 10. Force Majeure. Time periods or deadlines for the Declarant's or the Association's performance under any provisions of this Declaration or the By-laws or time during which the nonperforming entity's performance is including, without limitation, labor disputes, embargoes, governmental restrictions or regulations, inclement weather and other acts of God, war or other strife.

Section 11. Conveyance of Additional Common Area. Declarant may convey additional real estate, improved or unimproved, located within Land which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefits of all its Members.

Section 12. Registered Agent for Service of Process. The initial registered agent for service of process shall be Nichols J. Brazeau, Potter, Wafel and Nettesheim, Attorneys at Law, P.O. Box 639, 262 West Grand Avenue, Wisconsin Rapids, Wisconsin 54494-0639. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds for Juneau County, Wisconsin and with the Secretary of State of the State of Wisconsin.

In witness whereof, the undersigned, being the Declarant herein, has unto caused these presents to be executed this 27th day of April, 1989.

O'Dell's Bay Community Association
LTD.

By: Diane Gerke
_____, President

Attest: Audrey Scholl
Secretary

State of Wisconsin)) SS
County of Wood)

The foregoing was executed and acknowledged before me this 27th day of April, 1989, by Richard L. Hilliker and Ralph V. Hurrish personally known to me to be the President and Secretary, respectively, of Wisconsin River Power Company, on behalf of such corporation.

Notary Public
Name: Joyce A Clauson
My Commission Expires: 3/28/93

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

EXHIBIT A TO DELCARATION

Description of Land

Exhibit A
Legal Description of Land
A Parcel of Land
Located in
The SW1/2-NW1/4, NW1/4-SW1/4, NE1/4-SW1/4, SW1/4-SW1/4, and SE1/4-SW/4
All in Section 28, T17N. R4E
Town of Germantown, Juneau County, Wisconsin:

Parcel Excepting Germantown Park, Marina and Sewage Treatment Plant Parcels

Commencing at the southwest corner of Section 28, T17N, R4E; thence NO°31'48"W. 665.96 feet along the west line of said Section 28; thence N88°53'02"E, 370.98 feet; thence NO°31'48"W, 174.99 feet, thence N88°53'02"E 809.95 feet, thence SO°31'48"E, 174.99 feet, thence N88°53'02"E, 126.78 feet, thence SO°31'48"E, 324.58 feet; thence N88°53'02", 537.74 feet to a point which is 100.00 feet from the high water mark of Castle Rock Lake and the point of beginning of this description;

thence S88°53'02"W, 537.74 feet; thence NO°31'48"W, 324.58 feet; thence S88°53'02"W, 126.78 feet; thence NO°31'48"W, 174.99 feet; thence S88°53'02"W 809.95 feet; thence SO°31'48"E, 174.99 feet; thence S88°53'02"W, 370.98 feet to a point of the west line of Section 28, T17N, R4E; thence NO°31'48"W, 2225.51 feet along said west line of Section 28; thence S89°31'48"E, 300.00 feet, more or less to a point of that is 100.00 feet from the high water mark of Castle Rock Lake; thence southerly, southeasterly and southwesterly along a line that is 100.00 feet from said high water mark of Castle Rock Lake to the point of beginning.

Excepting There from the following described parcel to be known as the Marina Parcel;

Commencing at a point 1647.75 feet North of and 17.80 feet East of the southwest corner of Section 28, T17N, R4E; thence East, 52.70 feet ; thence along the arc of a curve to the left, radius 167.00 feet, the long chord of which bears N66°00'00"E, 135.85 feet, a distance of 139.91 feet; thence N42°00'00"E. 137.78 feet; thence along the arc of a curve to the right, radius 449.00 feet, the chord of which bears N78°30'00"E, 534.15 feet, a distance of 572.07 feet to the

southwesterly corner of Lot 23 or the Plat of O'Dell's Bay on Castle Rock Lake and the point of beginning of this description;

thence along the arc of a curve to the left, radius 449.00 feet, the long chord of which bears $S86^{\circ}46'13''W$, 424.74 feet, a distance of 442.43 feet; thence $N31^{\circ}27'27''W$, 224.82 feet; thence $N29^{\circ}04'20''E$, 340.00 feet more or less to a point that is 100.00 feet from the high water mark of Castle Rock Lake; thence easterly along a line that is 100.00 feet from said high water mark of Castle Rock Lake to the northwesterly corner of Lot 23 of the Plat of O'Dell's Bay on Castle Rock Lake; thence $S9^{\circ}00'00''W$, 333.14 feet along the westerly line of said Lot 23 to the point of beginning

EXHIBIT B TO DECLARATION

Description of Parcel

Exhibit B
A Parcel of Land
Located in
The SW1/4-SW1/4, SE1/4-SW1/4, NW,-SW, and NE1/4-SW1/4
of Section 28, T17N, R4E
Town of Germantown, Juneau County, Wisconsin

Plat of O'Dell's Bay on Castle Rock Lake

Beginning at a point 1647.75' North of and 17.80'E of the S.W. corner of said section 28; thence East 52.70'; thence along the arc of the curve to the left, Radius-167.00'. The long chord of which bears N65°00'E 135.85'. a distance of 139.91'; thence N42°00'E 137.75'; thence along the arc of a curve to the right, Radius-449.00'. The long chord of which bears N78°30'E 534.15'. A distance of 572.07'; thence N09°00'E 333.14'; thence S72°51'02"E 138.20';, thence S09°00'W 220.00'; thence along the arc of a curve to the left, Radius-367.00'. The chord of which bears S72°00'E 152.61'. A distance of 153.73'; thence S84°00'E 290.25'; thence N40°00'E 260.27'; thence S81°24'10"E 81.44'; thence S76°58'E 35.80'; thence S44°51'06"E 104.10'; thence S37°17'22"E 100.12'; thence S47°13'33"E 54.97'; thence S58°04'E 44.84'; thence S70°00'02"E 104.80'; thence S79°18'16"E 117.83'; thence S40°00'W 203.68'; thence along the arc of the curve to the right, Radius-233.00', the chord of which bears S18°32'47"W 159.34' a distance of 161.29'; thence N56°00'W 66.00'; thence along the arc of a curve to the left, Radius-233.00', the chord of which bears N15°00'E 151.71', a distance of 154.53'; thence S86°00'W 204.32'; thence N26°44'56"W 67.15'; thence N38°11'34"W 77.33'; thence N57°03'01"W 79.77'; thence N84°00"W 130.78'; thence S33°00'W 200.00'; thence N56°52'31"W 90.66'; thence N81°45'03"W 96.51'; thence N72°35'15"W 98.20'; thence N81°45'03"W 96.51'; thence N72°35'15"W 98.20'; thence N59°34'48"W 106.42'; thence N81°16'07"W 89.03'; thence S72°24'43"W 80.55'; thence S44°17'07"W 74.94'; thence S06°00'W 74.00'; thence S02°41'51"E 92.59'; thence S31°20'25"W 115.32'; thence 26°36'17"W 100.85'; thence N88°00'W 152.00'; thence N42°35'32"W 75.58'; thence N22°00'E 158.19'; thence along the arc of a curve to the left, Radius-100.00', the chord of which bears N12°20'50"W 112.84', a distance of 119.89'; thence along the arc of a curve to the right, Radius-223.00', the chord of which bears S76°17'13"W 110.47', a distance of 111.53';

thence W52.09' to the East Right of Way Line of 17th Ave.; thence N00°31'48"W 66.00', along said Right of Way, to the point of beginning.

EXHIBIT C TO DECLARATION

Description of Common Area

Exhibit C
Legal Description of the Common Area
A Parcel of Land
Located in
The NW1/4-SW1/4
of Section 28, T17N, R4E
Town of Germantown, Juneau County, Wisconsin

Community Center-Lot 23 of Plat of O'Dell's Bay on Castle Rock Lake

Lot 23 of the Plat of O'Dell's Bay on Castle Rock Lake as recorded on April 19, 1989 in Volume 9 of Plats, Page 56, Juneau County Register of Deeds.

EXHIBIT D TO DECLARATION

Description of Expansion Property

Exhibit D
Legal Description of Expansion Property
A Parcel of Land
Located in
The SW1/4-NW1/4, NW1/4-SW1/4, NE1/4-SW1/4, SW1/4-SW1/4, and SE1/4-SW1/4
All in Section 28, T17N, R4E
Town of Germantown, Juneau County, Wisconsin

Parcel Excepting Germantown Park, Marina and Sewage Treatment Plant Parcels
and the Flat of O'Dell's Bay on Castle Rock Lake.

Connecting at the southwest corner of Section 28, T17N, R4E; thence NO°31'48"W, 665.96 feet along the west line of said Section 28; thence N88°53'02"E, 370.98 feet; thence NO°31'48"W, 174.99 feet; thence N88°53'02"E, 809.95 feet; thence SO°31'48"E, 174.99 feet; thence N88°53'02"E, 126.78 feet; thence SO°31'48"E, 324.58 feet; thence N88°53'02"E, 537.74 feet to a point which is 100.00 feet from the high water mark on Castle Rock Lake and the point of beginning of this description;

thence S88°53'02";W, 537.74 feet; thence NO°31'48"W. 324.58 feet; thence S88°53'02"W. 126.78 feet; thence NO°31'48"W, 174.99 feet; thence S88°53'02"W, 809.95 feet; thence SO°31'48"E, 174.99 feet; thence S88°53'02"W, 370.98 feet to a point on the west line of Section 28; T17N, R4E; thence NO°31'48"W, 2225.51 feet along said west line of Section 28; thence S89°31'23", 300.00 feet, more or less to a point that is 100.00 feet from the high water mark of Castle Rock Lake; thence southerly, southeasterly and southwesterly along a line that is 100.00 feet from said high water mark of Castle Rock Lake to the point of beginning.

Excepting There from The Following Described Parcel To Be Known As The
Marina Parcel;

Connecting at a point 1647.75 feet North of and 17.80 feet East of the southwest corner of Section 28, T17N, R4E; thence East, 52.70 feet; thence , along the arc of a curve to the left, radius 167.00 feet, the long chord of which bears N66°00'00"E, 135.85 feet, a distance of 139.91 feet; thence N42°00'00"E, 137.78 feet; thence along the arc of a curve to the right, radius 449.00 feet, the chord of

which bears N78°30'00"E, 534.15 feet, a distance of 572.07 feet to the southwesterly corner of Lot 23 of the Plat of O'Dell's Bay on Castle Rock Lake and the point of beginning of this description;

thence along the arc of a curve to the left, radius 449.00 feet, the long chord of which bears S86°46'13"W, 424.74 feet, a distance of 442.43 feet; thence N31°27'27"W, 224.82 feet; thence N29°04'20"E, 340.00 feet, more or less to a point that is 100.00 feet from the high water mark of Castle Rock Lake; thence easterly along a line that is 100.00 feet from said high water mark of Castle Rock Lake to the northwesterly corner of Lot 23 of the Plat of O'Dell's Bay on Castle Rock Lake; thence S9°00'00"W, 333.14 feet along the westerly line of said Lot 23 to the point of beginning.

Also Expecting;

The Plat of O'Dell's Bay on Castle Rock Lake as recorded in Volume 9 of Plats, Page 56, Juneau County Register of Deeds.

EXHIBIT E TO DECLARATION

Description of Common Facilities

Exhibit E

Timetable and Specifications: Common Facilities

Common Facility	Projected Date of Completion
Clubhouse	August 31, 1989
Tennis Courts	August 31, 1989
Parking Lot (ten cars)	August 31, 1989
Swimming Pool	August 31, 1989

EXHIBIT F TO DECLARATION

Description of Common Driveways

EXHIBIT G TO DECLARATION

Permit

Exhibit G
Permit

_____, 1989

O'Dell's Bay
Condominium Association, Inc.
262 West Grand Avenue
Wisconsin Rapids, Wisconsin 54494-0639

Re: Permit to use the strip of land lying between the water's edge of
Castle Rock Lake and the real property made subject to the Declaration
of O'Dell's Bay, a Condominium (the "Shoreline Property")

To Whom It May Concern:

The Shoreline Property lies within the boundary of a hydroelectric project known as Federal Energy Regulatory Commission ("FERC") Project 1984, said Shoreline Property is owned by the Wisconsin River Power Company and is subject to regulation by the Federal Energy Regulatory Commission (hereinafter referred as the "FERC") in accordance with the terms and conditions of a license (hereinafter referred to as the "License") issued by the FERC.

The License permits the Declarant to grant to certain third parties the right to construct certain boat docks and appurtenant facilities on the Shoreline Property

and to use the Shoreline Property for purposes of pedestrian ingress and egress and certain marina related purposes.

Wisconsin River Power Company hereby grants to O'Dell's Bay Condominium Association, Inc. the right to construct and maintain certain boat docks and appurtenant facilities and to use the Shoreline Property for pedestrian ingress and egress and certain marina related purposes in accordance with the draft of Easement Agreement attached hereto as Exhibit A.

This permit is subject to the License and FERC regulations and if, for any reason, the FERC alters its current policies and modifies, revokes or cancels the above-referenced License or the License expires in accordance with its terms Wisconsin River Power Company shall have the unilateral right to modify, revoke or cancel this permit. Wisconsin River Power Company shall also have the right to unilaterally modify, revise or amend the draft of Easement Agreement attached hereto.

Sincerely yours,

Wisconsin River Power Company

Richard L. Hilliker

EXHIBIT H TO DECLARATION
(also Exhibit A to Permit)

Drafts of Easement

Exhibit H to Declaration

Easement Agreement

This Easement Agreement dated this 20th day of March, 1994 by and between **Wisconsin River Power Company** (hereinafter referred to as the "Grantor") and **O'Dell's Bay Community Association, Ltd.**, a non stock, non profit corporation (hereinafter referred to as the "Association").

RECITALS

(A) Pursuant to that certain Declaration of Covenants, Conditions and Restrictions of O'Dell's Bay Subdivision dated April 72th, 1989 (the "Declaration"), Grantor, as declarant, caused to be subjected to the terms of the Declaration certain real property and any and all improvements thereon located in the Town of Germantown, Juneau County, Wisconsin, and more particularly described and illustrated in Exhibit A attached hereto (the "Property").

(B) Grantor is the owner of a certain strip of real property located along the shoreline of the Castle Rock Flowage, adjacent to the Property and more particularly described in Exhibit B attached hereto (the "Easement Strip"). The Easement Strip lies within the boundary of a hydroelectric project known as Federal Energy Regulatory Commission ("FERC") Project 1984 (the "Project") and is subject to the FERC license held by Grantor for the Project (the "License").

(C) The Association is a non stock, nonprofit corporation. Membership in the Association is mandatory for every person or entity who is a beneficial owner of a fee or undivided buyers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation. Membership is appurtenant to any and may not be separated from ownership of any part of the Property which is subject to assessment by the Association.

(D) It is the desire of Grantor to grant an easement on, over and across the Easement Strip to the Association, and it is the desire of the Association to accept such grant of easement, in accordance with terms and conditions herein contained.

(E) The Grantor has authority under its FERC license and applicable laws and regulations to grant the easement in accordance with the terms and conditions set forth herein.

Now therefore, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **It is agreed**:

1. Grantor hereby grants and conveys to the Association a permanent and perpetual easement for pedestrian and permitted recreational uses on, over and across the entire Easement Strip (the "easement"); provided, however that this easement shall be solely for pedestrian and permitted recreational uses and the Association shall have no rights to construct or place any improvements on the Easement Strip, whatsoever, except in accordance with the terms and conditions of this Easement Agreement.

2. Subject to the non-exclusive easement described in paragraph 3 below, the Association is granted the exclusive right to use the Easement Strip for recreational and pedestrian purposes. Recreational use of the Easement Strip is hereby restricted to the following activities: swimming, boat storage in locations indicated in Exhibit C, hiking, picnicking, fishing, and beach and recreational activities (including the temporary beaching of sailing vessels). The Easement Strip may not be used for any other purpose without the consent of the Grantor, which consent may be withheld for any reason whatsoever.

3. The public shall have the right to use the Easement Strip for pedestrian purposes, to fish from the shoreline of the Easement Strip at locations 100 feet or more from any permitted piers or docks owned by the Association, and to make the same recreational use of the Easement Strip as is provided to the Association in paragraph 2 and to that extent this Easement shall be a non-exclusive easement; provided, however, that the public shall not have the right to use any improvements constructed or placed on or appurtenant to the Easement Strip by the Association and if Grantor or any successor, as the license of the Project, shall no longer be obligated to provide public access over and across the Easement Strip, then the right of public to use the Easement Strip shall terminate and this paragraph shall have no further force or effect.

The Grantor may in its sole discretion establish specific walking paths to direct members of the general public around swimming beaches and improvements

constructed by the Association, if it is determined by grantor that such action is necessary to assure safe, non-conflicting use of the Easement Strip.

4. It is further understood and agreed by the parties hereto that Grantor or its successor, as licensee of the Project, shall have the right to take all action as Grantor may, in its reasonable discretion, deem necessary with respect to the Easement Strip in order to conduct the operations of Project 1984 or otherwise to maintain its licensee status in good standing with the FERC.

The FERC has reserved the authority to require changes in the public's use if the Easement Strip in order to preserve life, health and property and it ensure that the operation of the Easement Strip is consistent with the recreational uses of the Easement strip is consistent with the recreational uses of the Project. In the event such changes are ordered by the FERC, Grantor shall have the right to modify this Easement by recording an Affidavit and Declaration of Amendment signed by the FERC in this Easement (including any Exhibit hereto). Any such changes shall become affective and binding on the Association on the later of (i) the date such Affidavit and Declaration of Amendment is recorded or (ii) the date notice of the contents of such Affidavit and Declaration of Amendment is provided to the Association in accordance with Paragraph 17 below.

5. The Association, its members employees, agents, licensees and invitees shall not construct or place any improvements of any type, whatsoever, on the Easement Strip without prior written consent of Grantor, which consent may be withheld for any reason, whatsoever, provided, however, that the Association may construct or place or arrange for the construction or placement on the Easement Strip of those improvements set forth in Exhibit C hereto, such improvements to be as described in Exhibit C, including, but not limited to, type, size, construction, materials and location; and provided further that the construction, operation, use, and maintenance of any permitted improvements shall not materially detract from the scenic, recreational and environmental resources of the remaining Project lands and waters. Any modifications of improvements must be consented to in writing by Grantor and Grantor may withhold its consent for any reason, whatsoever.

6. It is understood and agreed that any permitted improvements installed on the Easement Strip shall be for the exclusive use of the Association, its members, employees agents, licensees and invitees. The Association may assess its members collectively or individually for the cost of constructing or maintaining such improvements, but shall not engage in any business or commercial activity with respect thereto (such as renting boat slips to persons not members of the

Association) nor permit its members to do so, whether or not for profit. The Association hereby agrees to pay or reimburse Grantor for any real estate or personal property taxes attributable to such improvements.

7. It is further understood and agreed by the parties hereto that the Association, its members, employees, agents, licensees and invitees shall not use the Easement Strip for any form or type of camping. Fires shall be confined to fire rings or enclosures permitted under paragraph 5. Motorized vehicular traffic on, over or across the Easement Strip is absolutely prohibited hereunder, except to facilitate maintenance or construction work by or with the consent of Grantor.

8. It is further understood and agreed by the parties hereto that the Association, its members, employees, agents, licensees and invitees shall not have the right to alter the physical characteristics of the Easement Strip, in any manner, whatsoever, including, but not limited to, the cutting down or planting of trees or other vegetation, or the modification of land elevations, without the prior written consent of Grantor, which consent may be withheld for any reason, whatsoever.

9. The Association, its members, employees, agents, licensees and invitees shall not use the Easement Strip in any manner which could endanger health, create a nuisance or be otherwise incompatible with recreational use of the lands and waters within Project 1984.

10. The Association shall maintain, repair and/or replace any and all improvements, now or hereafter, located on the Easement Strip and shall maintain the scenic and recreational aesthetics of the Easement Strip. Any such maintenance and repair shall be the sole responsibility of the Association. If the Association shall fail to maintain improvements located on the Easement Strip, or if the Association shall no longer have the legal duty to maintain such improvements or if the Association ceases to exist, then the owners of any fee or undivided fee interest in the Property (the "Owners") shall be jointly responsible for the maintenance of such improvements.

11. Grantor hereby covenants to cooperate fully with the Association in securing any permits, approvals or licenses that may now or in the future be required to locate, construct, maintain, repair, and replace the improvements contemplated hereunder and hereby grants permission to the Association to make application for all of the above in Grantor's name or in the name of the Association, as appropriate.

12. It shall be a default hereunder if the Association or the Owners shall fail to perform their obligations and duties set forth in this Easement Agreement and such failure shall continue for thirty (30) days after receipt of written notice setting forth such failure provided, however, that if such failure cannot be cured within such thirty (30) day period, the Association or the Owners shall not be in default hereunder if the Association or the Owners commence to cure such failure within the thirty (30) day period and continue to diligently pursue such cure.

13. Upon the occurrence of a default under this Easement Agreement, Grantor shall have the right to terminate this Easement by the recording of an Affidavit and Declaration of Termination executed by two officers of Grantor stating that the Association (or the Owners, as the case may be) failed to perform its duties and obligations hereunder, that the Grantor sent the written notice of such failure required hereunder, and that such failure was not cured in accordance with the terms and conditions set forth herein and, as a result of such default, the Grantor has thereby terminated the Easement Agreement in accordance with its terms. Upon the recording of the Affidavit and Declaration of Termination, the Association, its members employees, agents, licensees and invitees shall have no further rights or interests hereunder.

14. Grantor may, but shall not, in any event , be obligated to, make any payment or perform any act hereunder to be made or performed by the Association; provided, however, that no entry by Grantor upon the Easement Strip for such purposes shall constitute or be deemed to be an interference with this Easement; and provided, further, that no such payment or performance by Grantor shall constitute or be deemed to be a waiver or consent to a default by the Association hereunder, or shall prevent Grantor from pursuing any other right or remedy available hereunder, at law or in equity. All sums paid by Grantor and all costs and expenses (including, but not limited to, attorney's fees) incurred by Grantor in connection with any such payment or performance, together with interest thereon at the lesser of (a) the rate per annum equal to two percent (2%) in excess of the Prime Rate, as such rate is announced from time to time by First Wisconsin National Bank, Milwaukee, Wisconsin or successor thereto at its principal place of business, or (b) the highest rate permitted by applicable law, shall be due and payable by the Association within twenty one (21) days after the receipt of notice from Grantor setting forth the amounts due and owing pursuant to this Paragraph 14.

15. The rights and privileges granted herein shall accrue to the benefit of, be appurtenant to and run with the Property, and the Easement granted herein shall

constitute a permanent perpetual encumbrance on the Easement Strip in accordance with the terms and conditions contained herein. The rights, obligations, and privileges hereunder shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16. Grantor may enforce this instrument by appropriate action and shall it prevail in such litigation, Grantor shall be entitled to recover all of its cost and expenses, including, but not limited to, reasonable attorney's fees.

17. The Association's address for notices is c/o Brazeau, Potter, Wefel and Netteshsim, P.O. Box 639, 262 West Grand Avenue, Wisconsin Rapids, Wisconsin 54494, Attention: Nicholas J. Brazeau, and Grantor's address for notices is P.O. Box 8050, 231 First Avenue, North, Wisconsin Rapids, Wisconsin 54494.

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

In Witness Whereof, the Grantor has executed this instrument as of the day and year first met forth above.

Wisconsin River Power Company

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

State of _____)
) SS.
County of Wood)

Personally came before me this __20th__ day of __March__, 1994 the above named Richard L. Hilliker, the President of Wisconsin River Power Company, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public
Wood County, Wisconsin
My Commission: is permanent

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

Exhibit A
To
Easement Agreement

Parcel Excepting Germantown Park, Marina and Sewage Treatment Plant Parcels

Commencing at the southwest corner of Section 28, T17N, R4E; thence NO°31'48"W. 665.96 feet along the west line of said Section 28; thence N88°53'02"E, 370.98 feet; thence NO°31'48"W, 174.99 feet, thence N88°53'02"E 809.95 feet, thence SO°31'48"E, 174.99 feet, thence N88°53'02"E, 126.78 feet, thence SO°31'48"E, 324.58 feet; thence N88°53'02", 537.74 feet to a point which is 100.00 feet from the high water mark of Castle Rock Lake and the point of beginning of this description;

thence S88°53'02"W, 537.74 feet; thence NO°31'48"W, 324.58 feet; thence S88°53'02"W, 126.78 feet; thence NO°31'48"W, 174.99 feet; thence S88°53'02"W 809.95 feet; thence SO°31'48"E, 174.99 feet; thence S88°53'02"W, 370.98 feet to a point of the west line of Section 28, T17N, R4E; thence NO°31'48"W, 2225.51 feet along said west line of Section 28; thence S89°31'48"E, 300.00 feet, more or less to a point of that is 100.00 feet from the high water mark of Castle Rock Lake; thence southerly, southeasterly and southwesterly along a line that is 100.00 feet from said high water mark of Castle Rock Lake to the point of beginning.

Excepting There from the following described parcel to be known as the Marina Parcel;

Commencing at a point 1647.75 feet North of and 17.80 feet East of the southwest corner of Section 28, T17N, R4E; thence East, 52.70 feet ; thence along the arc of a curve to the left, radius 167.00 feet, the long chord of which bears N66°00'00"E, 135.85 feet, a distance of 139.91 feet; thence N42°00'00"E. 137.78 feet; thence along the arc of a curve to the right, radius 449.00 feet, the chord of which bears N78°30'00"E, 534.15 feet, a distance of 572.07 feet to the southwesterly corner of Lot 23 or the Plat of O'Dell's Bay on Castle Rock Lake and the point of beginning of this description;

thence along the arc of a curve to the left, radius 449.00 feet, the long chord of which bears S86°46'13"W, 424.74 feet, a distance of 442.43 feet; thence N31°27'27"W, 224.82 feet; thence N29°04'20"E, 340.00 feet more or less to a point that is 100.00 feet from the high water mark of Castle Rock Lake; thence

easterly along a line that is 100.00 feet from said high water mark of Castle Rock Lake to the northwesterly corner of Lot 23 of the Plat of O'Dell's Bay on Castle Rock Lake; thence S9°00'00"W, 333.14 feet along the westerly line of said Lot 23 to the point of beginning.

Exhibit B
To
Easement Agreement

Legal Description of Easement Strip

Description of area between O'Dell's Bay Subdivision and Castle Rock Flowage:

A parcel of land located in Juneau County, Wisconsin lying between the property (as described in Exhibit A) and the water's edge of Castle Rock Flowage, running from the easterly extension of the Property's northwestern-most boundary to the water's edge. Said parcel is about 100 feet wide and about 3000 feet long. Notwithstanding anything set forth herein to the contrary, said strip shall extend beyond the water's edge of the Castle Rock Flowage in locations designated on Exhibit B-1 solely for the purposes set forth herein.

A depiction of the Easement Strip is attached hereto as Exhibit B-1.

In the event that Property is expanded pursuant to the Declaration, then, at Grantor's option, said Easement Strip may be extended, from time to time, by amendment to this Easement Agreement, which amendment shall revise Exhibit A hereto and this Exhibit B to reflect the expansion of the Property and which amendment shall be executed by Grantor and recorded in the Office of the Register of Deeds for Juneau County, Wisconsin. Said amendment need not be executed by the Association and shall be effective upon recording.

Said Easement Strip may be extended to encompass a strip 3500 feet in length.

Exhibit C
To Easement Agreement
Permitted Improvements on Easement Strip

The following uses and activities are permitted on the Easement Strip:

Swimming, boat launching (but only if a boat launch is a permitted improvement), boat storage (but only in slips, or in designated areas at docks or piers, or, on a temporary basis, on the beach), hiking, picnicking, and fishing.

Prohibited Activities

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

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

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

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

Exhibit D
To
Easement Agreement

Permitted Public Uses

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

1. Hiking, jogging or walking;
2. Beach-combing with metal detectors and small tools; shallow (less than one foot deep) holes may be dug in sand provided said holes are promptly refilled (no digging is permitted in vegetated areas);
3. Bird watching, nature photography or similar nature observation conducted on foot;
4. Bank fishing, except within one hundred feet of any dock, pier, or area identified (by signage or buoys) as a swimming beach; and
5. Foot travel associated with otherwise lawful hunting activities; provided, however, the sling, bow, knife, or other hunting weapon is not permitted.
6. Picnicking in groups of six or fewer people, but not within 100 feet of any dock, pier, or area identified (by signage or buoys) as a swimming beach.

No other activities may be conducted on the Easement Strip by the general public.

Prohibited Activities

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

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

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

Exhibit E
To Easement Agreement
Permitted Improvements on Easement Agreements

The following improvements may be installed and maintained on the Easement Strip, upon approval by Grantor (which approval shall not be unreasonably withheld) of detailed plans and specifications for said improvements, in accordance with paragraph 5 of that certain Easement Agreement by **Wisconsin River Power Company** (the “Grantor”) to **O’Dell’s Bay Community Association, Ltd.** (the “Association”).

1. Convenience Piers

a. Location and Number

There shall be a maximum of three convenience piers (to be used for fishing and the pickup and discharge of passengers), each of which shall be located within the approximately 200’ x 200’ area (extending lakeward from the ordinary high water line) designated on Exhibit B-1 to the Easement Agreement.

b. Type and Size

The convenience piers shall be temporary or permanent, low profile, four to six foot wide piers. The size of the convenience piers shall not extend beyond the limits of the areas designated on Exhibit B-1.

2. Lighting Fixtures

a. Location and Number

No more than two dusk-to-dawn light fixtures may be installed at or near each convenience pier.

b. Type and Size

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

By-Laws
Of
O'Dell's Bay Community Association, Ltd.

Article I.
Name and Location

The name of the corporation is "O'Dell's Bay Community Association, Ltd.", hereinafter referred to as the "Association." The principal office of the Association shall be located at W5240 North Osprey Drive, New Lisbon, Wisconsin 53950, but meetings of Members and Directors may be held at such places within the State of Wisconsin as may be designated by the Board of Directors.

Article II
Definitions

Section 1. "Association" shall mean and refer to O'Dell's Bay Community Association, Ltd, its successors and assigns.

Section 2. "By-laws" shall mean the By-laws of the Association and any amendments thereto.

Section 3. "Common Area" shall mean and refer to all real property, at any time, owned in fee by the Association and held for the common use and enjoyment of the Owners pursuant to the Declaration, and to all improvements thereon.

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

Section 5. "Declarant" shall mean and refer to Wisconsin River Power Company, a Wisconsin corporation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for O'Dell's Bay, dated_____, 1989, recorded in the office of the Register of Deeds of Juneau County, Wisconsin.

Section 7. "Land" shall mean all of the real property described in Exhibit A to the Declaration, which property may (in accordance with the provisions of the Declaration) be made subject to the Declaration in whole or in part from time to time at the discretion of the Declarant.

Section 8. "Lot" shall mean and refer to a single residential building Lot subject to the Declaration whether originally denominated as such or created pursuant to provisions of the Declaration dealing with the aggregation of building lots.

Section 9. "Owner" or "Member" shall mean and refer every person or entity who is the beneficial owner of an undivided interest in any Residential Unit which is subject to the Declaration including contract buyers; but not excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Residential Unit" shall mean and refer to a single residential unit and any and all interests appurtenant thereto which is subject to the Declaration, whether said unit is a separate single residential lot, with or without improvements; a single residential lot containing a residence which shares common wall(s) with other single residences; or a single residential unit within a building.

Article III Meetings of Members

Section 1. Annual Meetings. The Board of Directors shall set the date and time for each year's annual meeting. The meeting date and time shall be posted not less than 60 days prior to in the association office.

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

Printed Name: _____

O'Dell's Address: _____

Signature: _____ **Date:** _____

Note: For this change to be approved, 2/3 of the membership votes available (not merely 2/3 of the votes cast) must be cast in favor. Please return promptly. A ballot not returned is the same as a vote opposed to the proposed changes.

PLEASE RETURN PROMPTLY

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

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

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

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

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

Printed Name _____

O'Dell's Address _____

Signature _____ Date _____

Note: For this change to be approved, 2/3 of the membership votes available (not merely 2/3 of the votes cast) must be cast in favor. Please return promptly. A ballot not returned is the same as a vote opposed to the proposed changes.

PLEASE RETURN IMMEDIATELY

Article IV
Voting Rights of Members

Section 1.

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

The Declarant or its successor or assigns shall, if they continue to be Owners, be entitled to participate in the affairs of the Association, and shall be entitled to cast one (1) vote or grant one (1) consent or approval for each Residential Unit owned.

Class A Members shall be all Members other than the Class B Members. With respect to any and all Association matters to be conducted in accordance with the vote, consent or approval of Members, Class A Members shall be entitled to cast one vote, or grant one consent or approval, for each Residential Unit owned. With respect to any Residential Unit owned by more than one Member, the vote or consent incident to such Residential Unit shall be exercised as such Members may determine, but no

event shall more than one vote or consent be cast with respect to any Residential Unit.

Class B Members shall be the Declarant under the Declaration, or any successor or successors thereto, who shall have the right to cast five (5) votes, or give five (5) consents or approvals, for each Residential Unit owned. So long as there remains Land which has not been submitted to this Declaration, Declarant shall be deemed to own (for purposes of determining Class B voting rights only) that certain number of Residential Units determined by taking the number of Residential Units owned by taking number of Residential Units owned by persons or entities other than the Declarant and subtracting that number from One Hundred Forty-Four (144). For example, if all of the Land has not yet been submitted to this Declaration and if One Hundred (100) Residential Units are owned by persons or entities other than the Declarant shall be deemed to own Forty-Four (44) Residential Units and shall the right to cast five (5) consents or approvals, for each such Residential Unit. Class B Membership rights shall cease on the earlier of:

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

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

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

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

Article V
Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, who shall be Members of the Association. The initial number of directors, who shall serve until their successors are elected as hereinafter provided, shall be three (3). There shall be a minimum of three (3) and a maximum of nine (9) directors.

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

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

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

Article VI
Nomination and Election of Directors

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

Committee shall make as many nominations for election to the Board of Director as it shall in its discretion determine, but not less than the number of vacancies that are required to be filled. Additional nominations may also be made from the floor by and Owner or Owners.

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

Article VII Meetings of Directors

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

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

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

convened. All such waivers shall include the same information as would have been required in a proper notice of the meeting, and shall be filed with and made a part of the minutes of the meeting.

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

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

Article VIII

Powers of and Duties of the Board of Directors

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

- (A) adopt and publish rules and regulations governing the use of the Common Area and Common Facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (B) suspend the voting rights and right to use of the recreational facilities by a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations.
- (C) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Members by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

(D) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(E) in furtherance of their powers and duties hereunder, to employ a manager, independent contractors, or such other employees as they deem necessary and to prescribe their duties.

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

(A) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the members;

(B) supervise all officers, agents and employees of this Association, to see that their duties are properly performed;

(C) as more fully provided in the Declaration, to;

(1) fix the amount of the annual assessment against each Residential Unit at least thirty (30) days in advance of each annual assessment period; and

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date, or bring an action at law against the Owner personally obligated to pay the same;

(D) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (E) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (F) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (G) cause the Common Area and Common Facilities to be maintained.

Article IX

Officers and Their Duties

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

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

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

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

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

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

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

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

President

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

Vice-President

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

Secretary

- (C) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

- (D) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall: disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; prepare an annual budget, balance sheets, and a statement of income and expenditures to be presented to the

Members at the regular meeting, and cause to be delivered a copy of each to the Members; and shall provide assistance to the Finance Committee in connection with the conduct of its affairs.

Article X Committees

Section 1. The Association may have the following standing committees:

Nominating Committee
Recreation Committee
Maintenance Committee
Architectural Committee
Finance Committee

Unless otherwise provided herein, each committee shall consist of a Chairperson and two or more additional persons, and shall include a member of the Board of Directors. The committees shall be appointed by the Board of Directors prior to each annual meeting of the Association, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting. The Board of Directors may appoint such other committees as it deems desirable.

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

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

Section 4. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair and improvement of the Common Area and Common Facilities of the Association; shall periodically review the adequacy of the insurance coverage afforded the Association and advise

the Board of Directors; and shall perform such other functions as the Board in its discretion, determine.

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

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

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

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

Article XI

Books and Records

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

Article XII

Assessments

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

Article XIII

Corporate Seal

The Association shall have no corporate seal.

Article XIV

Amendments

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

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

Article XV
Fiscal Year

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

In witness whereof, we, being all of the Directors of O'Dell's Bay Community Association, Ltd., have hereunto set our hands _____ day of _____, 1989.

EXHIBIT I TO DECLARATION

Rules of Operation

Exhibit I
O'Dell's Bay
Rules and Regulations

The words and phrases used herein shall have the same meaning as when used in the Declaration of Covenants, Conditions and Restrictions for O'Dell's Bay.

Residential Unit Owners shall comply at all times with the terms and conditions of the Declaration, the rules and regulations and all determinations and decisions of the Architectural Control Committee, the Nominating Committee, and such other committees as may be appointed by the Board of Directors and the following rules and regulations:

Parking

At no time shall motorcycles, all-terrain vehicles, campers, recreational vehicles, trucks or one-ton capacity or more, buses or similar vehicles, whether motorized or not, be parked on the driveway except temporarily in specifically marked guest areas.

No vehicle shall be stored or repaired on the driveways or guest parking areas.

Garbage and Trash

Dumpsters will be provided by the Association at a central location within the development.

The Association will engage a competent trash hauler, schedule regular collections and notify the Members of this service.

Members will conform to the requirements of the Association's hauler as contained in the Agreement.

Garbage, trash or similar material will not be placed or permitted in the common area, except in designated areas.

Waste or trash receptacles, if any, in the Common Area are for the convenience of persons using said areas. The deposit of garbage or trash from a residence shall not be permitted.

Interior

All owners utilizing and enjoying their interior ponds and shoreline/bank areas will maintain said areas in a scenic, uncluttered condition by removal of all recreational items including but not limited to fishing equipment, water toys, chairs, blankets, cans, bottles, etc.; when not in use.

Fishing. Catch and Release Policy: Residents will practice a catch and release policy for game fish. Residents are allowed to harvest and keep panfish.

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

Storage

Residential Unit Owners shall make all reasonable efforts to store boats, snowmobiles and other seasonal equipment in a garage or auxiliary building.

The Recreational Committee, if one has been appointed by the Board of Directors, shall formally poll the Residential Unit Owners from time to time to determine their preferences regarding operation of any recreational facility. The Recreation Committee, if one has been appointed by the Board of Directors, shall recommend such rule changes or additional rules as it deems necessary from time to time by the Board of Directors.

Recreational facilities shall be available for use during any interval from sundown to sunrise shall be prohibited, except by the express written approval of the Board of Directors.

The users of any recreational facility, including Residential Unit Owners, families thereof, guests, members of the public, players and spectators shall do so with regard for the safety of all other persons using the facility, and for the preservation of the playing surface and any improvements thereon.

Users of any recreational facility shall be responsible for removing all debris, trash, garbage and the like from the recreational facility at the end of their use.

The Association shall provide trash receptacles of sufficient size to service a play area and provide for disposal of material collected therein on a regular basis.

All persons using any of the recreational facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use. No Residential Unit Owner shall make any claim against the Association, its servants, agents or employees, for or on account of, any loss or damage to life, limb or property sustained as a result of, or in connection with any such use of any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees or licensees of such Residential Unit Owner growing out of the use of the recreational facilities, except where such loss, injury or damage can clearly be proved to have resulted from, and been proximately caused by, the direct negligence of the Association or its agents, servants or employees in the operation, care or maintenance of such facilities.

Community Piers and Racks

The Association will provide at least one community pier for use by Residential Unit Owners and their guests.

There shall be no diving from the pier.

Fishing from the pier is permitted at the Residential Unit Owner's own risk.

Moorage at the pier for loading and unloading Residential Unit Owners' boats is permitted for brief periods of time only.

The Association will provide at least one canoe rack and may provide additional canoe racks on the beach for use by the Residential Unit Owners. All storage of canoes, sail-boards, kayaks and similar non-motorized craft shall be in or on these racks in the approved manner.

To the extent available, one space in a canoe rack may be reserved free of charge by each Residential Unit Owner who shall indicate his or her desire o

reserve a space in writing to the Association by April 1st of each year. The date of receipt of notice will determine priority for a space in canoe racks.

The Association may reserve spaces in the canoe racks for the common use of the Residential Unit Owners and their guests.

Boats, including pontoons, may be moored, parked or temporarily stored for brief periods of time in designated areas on the Association beach.

Dogs or other pets may not be chained, tied or otherwise confined or restrained in the Common Area or Limited Common Area.

Dogs or other pets are not allowed in the Common Area, except when on a leash and when attended.

The droppings of dogs or other pets shall be immediately removed from the Common Area by the person in attendance.

(A) Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on O'Dell's Bay property, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

(B) Quantity. All other provisions of the Declaration notwithstanding, no Residential Unit Owner shall at any time keep, house or maintain on his or her Residential Unit more than one domestic dog and one domestic cat or two dogs and no cats or no dogs and two cats.

(C) Ordinances. The ordinances and lawfully adopted regulations of the Town of Germantown and Juneau County regarding pet and domestic animal control will be the basis for the policy of the Association.

(D) Disturbance. Pets may not be allowed to create undue noise or cause other disturbance of the right of enjoyment of the other Owners.

Supplemental Declaration to
Declaration of Covenants, Conditions, and
Restrictions for O'Dell's Bay

Whereas, Wisconsin River Power Company as Declarant (the "Declarant"), executed a Declaration of Covenants, Conditions, and Restrictions for O'Dell's Bay, dated April 27, 1989 (the "Declaration"), subjecting certain property located in the Town of Germantown, Juneau County, Wisconsin, more particularly described in Exhibit B attaché thereto (the "Parcel"), to the Declaration and caused the Declaration to be recorded on May 2, 1989, in the Office of the Register of Deeds for Juneau County, Wisconsin, in Volume 347, pages 57-139, inclusive, as Document No. 298407;

Whereas, Article II, Section 3 of the Declaration provides that Declarant may amend the Declaration within ten years from the date of the conveyance of the first Residential Unit (as defined in the Declaration) to any person or entity other than Declarant for the purposes of adding to the Parcel any part or all of the land described in said Article I, Section 3 (the "Expansion Property"), and that the land so submitted shall then be subject to the restrictions in the Declaration and to the jurisdiction of the Association (as defined in the Declaration); and

Whereas, Declarant desires to add a portion of the Expansion Land as more particularly described and depicted on Exhibit A attached hereto (the "Supplemental Property") to the Parcel, reserving the right to further supplement and amend the Declaration from time to time to add the balance of the Expansion Property or any part thereof in accordance with the terms of the Declaration;

Now, therefore, pursuant to Article II, Section 3 of the Declaration, Declarant hereby supplements and amends the Declaration as follows:

The term "Property" as defined in the Declaration is hereby deemed to refer to the Parcel and Supplement Property and the Parcel and Supplement Property shall be deemed to be included within the term "Property" for all purposes pursuant to the Declaration. The distribution of votes and percentage interests with respect to the Supplemental Property shall be as stipulated in the Declaration. The Supplemental Property contains Common Area as that term is defined in the Declaration consisting of the outlots designated on the plat entitled First Addition to O'Dell's Bay on Castle Rock Lake, recorded in connection

Personally came before me this 19th day of July, 1989. Richard L. Hilliker, and Reginald D. Fanning, the President and Asst. Secretary, respectively, of Wisconsin River Power Company, to me known to be such persons and officers

who executed the foregoing instrument and acknowledged that they executed the same as such officers of said corporation by its authority.

Notary Public, State of Wisconsin
My Commission: expires 3/38/93.
Joyce A. Clauson

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

Exhibit A
O'Dell's Bay

Lots 24 thru 50, inclusive, and Outlots 2 & 3 of First Addition to O'Dell's Bay on Castle Rock Lake.

Second Supplemental Declaration to
Declaration of Covenant, Conditions and
Restrictions for O'Dell's Bay

Whereas, Wisconsin River Power Company, as Declarant (the "Declarant"), executed a Declaration of Covenants, Conditions and Restrictions for O'Dell's Bay, dated April 27, 1989 (the "Declaration"), as supplemented from time to time, subjecting certain property located in the Town of Germantown, Juneau County, Wisconsin, more particularly described in Exhibit B attached thereto, as supplemented from time to time (the "Parcel"), to the Declaration to be recorded on May 2, 1989, in the Office of the Register of Deeds for Juneau County, Wisconsin, in Volume 347, pages 57-139, inclusive, as Document No. 298407;

Whereas, Article II, Section 3 of the Declaration provides that Declarant may amend the Declaration within ten years from the date of the conveyance of the first Residential Unit (as defined in Declaration for the purposes of adding to the Parcel any part of all of the land described in said Article II, Section 3 (the "Expansion Property"), and that the land so submitted shall then be subject to the restrictions in the Declaration and to the jurisdiction of the Association (as defined in the Declaration); and

Whereas, Declarant desires to add a portion of the Expansion Land as more particularly described and depicted on Exhibit A attached hereto (the "Supplemental Property") to the Parcel, reserving the right to further supplement and amend the Declaration from time to time to add the balance of the Expansion Property or any part thereof in accordance with the terms of the Declaration;

Now, Therefore, Pursuant to Article II, Section 3 of the Declaration, Declarant hereby supplements and amends the Declaration as follows:

The term "Property" as defined in the Declaration is hereby deemed to refer to the Parcel and Supplemental Property and the Parcel and the Supplemental Property shall be deemed to be included within the term "Property" for all purposes pursuant to the Declaration. The distribution of votes and percentage interests with respect to the

Supplemental Property shall be as stipulated in the Declaration. The Supplemental Property has been submitted to a condominium, and shall initially contain four residential units (as that term is defined in the Declaration). Declarant does not intend to construct any other Common Facilities as that term is defined in the Declaration on the Supplemental Property.

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

In Witness Whereof, this Second Supplemental Declaration is dated and executed this 11th day of October, 1989, by Declarant.

Wisconsin River Power Company

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

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

State of Wisconsin)) SS.
County of Wood)

Personally came before me this 11th day of October, 1989. Richard L. Hilliker, and Ralph V. Hurrish the President and Secretary, respectively, of Wisconsin River Power Company, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers of said corporation by its authority.

Notary Public, State of Wisconsin
My Commission: expires 3/38/93.
Joyce A. Clauson

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

Exhibit A
Supplemental Property

A parcel of land located in the NW ¼ -SW ¼, Section 28, T17N, R4E, Town of Germantown, Juneau County, Wisconsin, described as follows:

Commencing at the West One-Quarter corner of Section 28, T17N, R4E, thence S00°31'48" E, 766.00 feet along the west line of the southwest one-quarter , thence N89°28'12"E, 993.78 feet to a point on the Northerly right way of Osprey Drive and the point of beginning.

Thence N9°00'00" E, 220.00 feet; thence N60°00'00" E, 150.46 feet; thence S 58°08'47" E, 49.60 feet; thence S37°27'16" W, 198.79 feet; thence along the arc of a curve concave to the Northeast, having a radius of 5.00feet (the chord of which bears S59°05'54" E, 2.69 feet) a distance of 2.72 feet; thence along the arc of a curve concave to the Northwest, having a radius of 35.00 feet, (the chord of which bears S3 °48'59" W, 68.59 feet) a distance of 95.91 feet; thence along the arc of a curve concave to the Southwest , having a radius of 5.00 feet, (the chord of which bears S50°43'46" W, 5.24') a distance of 5.51 feet; thence S19°08'33" W, 66.09 feet to the northerly right way of Osprey Drive; thence along said right of way and the arc of a curve concave to the Northeast having a radius of 367.00 feet, (the chord of which bears N65°00'00" W, 63.97 feet) a distance of 64.05 feet to the point of 64.05 feet to the point of beginning.

Said parcel contains 0.64 acres more or less and is subject to any and all rights of way and easements of record.

Not known as Units 1, 2, 3, 4, O'Dell's Bay Condominium Phase I.

Third Supplemental Declaration to
Declaration of Covenants Conditions and
Restrictions for O'Dell's Bay

Whereas, Wisconsin River Power Company, as Declarant (the "Declarant"), executed a Declaration of Covenants, Conditions and Restrictions for O'Dell's Bay, dated April 27, 1989 (the "Declaration"), as supplemented and amended from time to time, subjecting certain property located in the Town of Germantown, Juneau County, Wisconsin, more particularly described in Exhibit B attached thereto, as supplemented from time to time (the "Parcel"), to the Declaration to be recorded on May 2, 1989, in the Office of the Register of Deeds for Juneau County, Wisconsin, in Volume 347, pages 57-139, inclusive, as Document No. 298407;

Whereas, Article II, Section 3 of the Declaration provides that Declarant may amend the Declaration within ten years from the date of the conveyance of the first Residential Unit (as defined in Declaration) to any person or entity other than the Declarant for the purposes of adding to the Parcel any part of all of the land described in said Article II, Section 3 (the "Expansion Property"), and that the land so submitted shall then be subject to the restrictions in the Declaration and to the jurisdiction of the Association (as defined in the Declaration); and

Whereas, Declarant desires to add a portion of the Expansion Property as more particularly described and depicted on Exhibit A attached hereto (the "Supplemental Condominium Phase II Property") to the Parcel, reserving the right to further supplement and amend the Declaration from time to time to add the balance of the Expansion Property or any part thereof in accordance with the terms of the Declaration;

Now, Therefore, Pursuant to Article II, Section 3 of the Declaration, Declarant hereby supplements and amends the Declaration as follows:

The term "O'Dell's Bay Property" as defined in the Declaration is hereby deemed to refer to the Parcel and Supplemental Condominium Phase II Property and the Parcel and the Supplemental Condominium Phase II Property shall be deemed to be included within the term

“O’Dell’s Bay Property” for all purposes pursuant to the Declaration. The “Expansion Property” as defined in the Declaration is hereby deemed to exclude the Parcel and the Supplemental Condominium Phase II Property for all purposes pursuant to the Declaration. The distribution of votes and percentage interests with respect to the Supplemental Condominium Phase II Property shall be as stipulated in the Declaration. The Supplemental Condominium Phase II Property has been submitted to a condominium, and shall initially contain four Residential Units. Declarant does not intend to construct any Common Facilities (as defined in the Declaration) on the Supplemental Condominium Phase II Property.

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

In Witness Whereof, this Second Supplemental Declaration is dated and executed this 23rd day of February, 1990, by Declarant.

Wisconsin River Power Company

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

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

State of Wisconsin)) SS.
County of Wood)

Personally came before me this 23rd day of February, 1989. Richard L. Hilliker, and Ralph V. Hurrish the President and Secretary, respectively, of Wisconsin River Power Company, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers of said corporation by its authority.

Name: Joyce A. Clauson
Notary Public
State of Wisconsin
My Commission: expires 3/38/93.

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

Exhibit A
Supplemental Condominium Phase II Property

A parcel of land located in the NW1/4-SW1/4, Section 28, T17N, R4E.
Town of Germantown, Juneau County, Wisconsin, described as follows:

Commencing at the West one-quarter corner of Section 28, T17N, R4E. ,
thence S00°31'48" E, 766.06 feet along the West line of the Southwest one-
quarter; thence N89°28'12" E, 993.78 feet to a point on the Northerly right of way
of Osprey Drive; thence along the arc of a curve concave to the Northeast having a
radius of 637.00 (the chord of which bears S56°00'00" E, 63.97 feet) a distance of
64.05 feet; thence N19°08'33" E, 66.09 feet; thence along the arc of a curve
concave to the Southeast having a radius of 5.00 feet (the chord of which bears N
50°43'46" E ,5.234 feet) a distance of 5.52 feet; thence along the arc of a curve
concave to the Northwest having a radius of 35.00 feet (the chord of which bears N
41°33'36" E, 45.70 feet) a distance of 49.66 feet to the point of beginning:

Thence along the arc of a curve concave to the Southeast having a radius of
35.00 feet (the chord of which bears N36°56'25" W, 42.85 feet) a distance of
46.11 feet; thence along the arc of a curve concave to the Northeast having a radius
of 5.00 feet (the chord of which bears N59°05'54" W, 2.69 feet) a distance of 2.72
feet; thence N37°27'16" E, 198.79 feet; thence S58°08'47" E, 69.47 feet; thence
S18°38'34" W, 248.85 feet; thence N50°00'00" W, 59.03 feet; thence
S40°00'00" { W, 70.25 feet; thence N89°11'49" W, 13.79 feet to the point of
beginning.

Said parcel contains 0.37 acres more or less and is subject to any and all
rights of way and easements of record.
O'Dell's Bay

Fourth Supplemental Declaration to
Declaration of Covenants, Conditions and
Restrictions for O'Dell's Bay

Whereas, Wisconsin River Power Company, as Declarant (the "Declarant"), executed a Declaration of Covenants, Conditions and Restrictions for O'Dell's Bay, dated April 27, 1989 (the "Declaration"), as supplemented and amended from time to time, subjecting certain property located in the Town of Germantown, Juneau County, Wisconsin, more particularly described in Exhibit B attached thereto, as supplemented from time to time (the "Parcel"), to the Declaration to be recorded on May 2, 1989, in the Office of the Register of Deeds for Juneau County, Wisconsin, in Volume 347, pages 57-139, inclusive, as Document No. 298407;

Whereas, Article II, Section 3 of the Declaration provides that Declarant may amend the Declaration within ten years from the date of the conveyance of the first Residential Unit (as defined in Declaration) to any person or entity other than the Declarant for the purposes of adding to the Parcel any part of all of the land described in said Article II, Section 3 (the "Expansion Property"), and that the land so submitted shall then be subject to the restrictions in the Declaration and to the jurisdiction of the Association (as defined in the Declaration); and

Whereas, Declarant desires to add a portion of the Expansion Property as more particularly described and depicted on Exhibit A attached hereto (the "Supplemental Condominium Phase III Property") to the Parcel, reserving the right to further supplement and amend the Declaration from time to time to add the balance of the Expansion Property or any part thereof in accordance with the terms of the Declaration;

Now, Therefore, Pursuant to Article II, Section 3 of the Declaration, Declarant hereby supplements and amends the Declaration as follows:

The term "O'Dell's Bay Property" as defined in the Declaration is hereby deemed to refer to the Parcel and Supplemental Condominium Phase III Property and the Parcel and the Supplemental Condominium Phase III Property shall be deemed to be included within the term

“O’Dell’s Bay Property” for all purposes pursuant to the Declaration. The term “Expansion Property” as defined in the Declaration is hereby deemed to exclude the Parcel and the Supplemental Condominium Phase III Property for all purposes pursuant to the Declaration. The distribution of votes and percentage interests with respect to the Supplemental Condominium Phase III Property shall be as stipulated in the Declaration. The Supplemental Condominium Phase III Property has been submitted to a condominium, and shall initially contain four Residential Units. The Supplemental Condominium Phase III Property does not contain any Common Area (as that term is defined in the Declaration) and Declarant does not intend to construct any Common Facilities (as such term is defined in the Declaration) on the Supplemental Condominium Phase III Property.

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

In Witness Whereof, this Second Supplemental Declaration is dated and executed this ____day of _____, 1990, by Declarant.

Wisconsin River Power Company

By: _____

Name:

Its:

Attest: _____

Name:

Its:

State of Wisconsin)

) SS.

County of Wood)

Personally came before me this ____ day of _____, 1989. _____, and _____ the _____ and _____, respectively, of Wisconsin River Power Company, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers of said corporation by its authority.

Name: _____
 Notary Public
 State of Wisconsin
 My Commission: expires _____

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

Exhibit A
Supplemental Condominium Phase III Property

A parcel of land located in the NW1/4-SW1/4, Section 28, T17N, R4E, Town of Germantown, Juneau County, Wisconsin described as follows:

Commencing at the west one-quarter corner of section 28, T17N, R4E, thence S00°31'48" E., 766.06 feet along the west line of the southwest one-quarter; thence N89°28'12" E., 993.78 feet to a point on the northerly right of way of Osprey Drive; thence along the arc of a curve concave to the northeast having a radius of 367.00 feet (the chord off which bears S65°00'00" E., 63.97 feet) a distance of 64.05 feet to the point of beginning:

Thence N19°08'33" E. 66.09 feet; thence along the arc of a curve concave to the southeast having a radius of 5.00 feet (the chord of which bears N50°43'46" E., 5.24 feet) a distance of 5.52 feet; thence along the arc of a curve concave to the northwest having a radius of 35.00 feet (the chord of which bears N41°33'36" E., 45.70 feet) a distance of 49.66 feet; thence S89°11'49" E., 13.79 feet; thence N40°00'00" E., 70.25 feet; thence S50°00'00" E., 59.03; thence S18°38'34" W., 146.25 feet to the northerly right of way of Osprey Drive; thence N83°59'06" W., 26.54 feet along said right of way; thence along the arc of a curve concave to the northeast having a radius of 367.00 feet (the chord of which bears N77°00'00" W., 89.45 feet) a distance of 89.59 feet along said right of way to the point of beginning.

Fifth Supplemental Declaration to
Declaration of Covenants, Conditions and
Restrictions for O'Dell's Bay

Whereas, Wisconsin River Power Company, as Declarant (the "Declarant"), executed a Declaration of Covenants, Conditions and Restrictions for O'Dell's Bay, dated April 27, 1989 (the "Declaration"), as supplemented and amended from time to time, subjecting certain property located in the Town of Germantown, Juneau County, Wisconsin, more particularly described in Exhibit B attached thereto, as supplemented from time to time (the "Parcel"), to the Declaration to be recorded on May 2, 1989, in the Office of the Register of Deeds for Juneau County, Wisconsin, in Volume 347, pages 57-139, inclusive, as Document No. 298407;

Whereas, Article II, Section 3 of the Declaration provides that Declarant may amend the Declaration within ten years from the date of the conveyance of the first Residential Unit (as defined in Declaration) to any person or entity other than the Declarant for the purposes of adding to the Parcel any part of all of the land described in said Article II, Section 3 (the "Expansion Property"), and that the land so submitted shall then be subject to the restrictions in the Declaration and to the jurisdiction of the Association (as defined in the Declaration); and

Whereas, Declarant desires to add a portion of the Expansion Property as more particularly described and depicted on Exhibit A attached hereto (the "Supplemental Condominium Phase IV Property") and on Exhibit B attached hereto (the "Beach Trail"), reserving the right to further supplement and amend the Declaration from time to time to add the balance of the Expansion Property or any part thereof in accordance with the terms of the Declaration;

Now, Therefore, Pursuant to Article II, Section 3 of the Declaration, Declarant hereby supplements and amends the Declaration as follows:

The term "O'Dell's Bay Property" as defined in the Declaration is hereby deemed to refer to the Parcel and Supplemental Condominium

Phase IV Property, and the Beach Trail, the Parcel, the Supplemental Condominium Phase IV Property, and the Beach Trail shall be deemed to be included within the term "O'Dell's Bay Property" for all purposes pursuant to the Declaration. The term "Expansion Property" as defined in the Declaration is hereby deemed to exclude the Parcel and the Supplemental Condominium Phase IV Property and the Beach Trail for all purposes pursuant to the Declaration. The Supplemental Condominium Phase IV Property has been submitted to a condominium declaration, the Declaration of O'Dell's Bay I, a condominium, and shall initially contain twelve Residential Units. The distribution of votes and percentage interests with respect to the Supplemental Condominium Phase IV Property shall be as stipulated in the Declaration. The Supplemental Condominium Phase IV Property does not contain any Common Area (as such term is defined in the Declaration) and Declarant does not intend to construct any Common Facilities (as such term is defined in the Declaration) on the Supplemental Condominium Phase IV Property. The Beach Trail is hereby deemed to be Common Area in accordance with the terms of the Declaration. The Beach Trail has not been submitted to a condominium declaration.

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

In Witness Whereof, this Second Supplemental Declaration is dated and executed this ____day of _____, 1990, by Declarant.

Wisconsin River Power Company

By: _____

Name:

Its:

Attest: _____

Name:

Its:

State of Wisconsin)) SS.
County of Wood)

Personally came before me this ____ day of _____, 1989. _____, and _____ the _____ and _____, respectively, of Wisconsin River Power Company, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers of said corporation by its authority.

Name: _____
 Notary Public
 State of Wisconsin
 My Commission: expires _____

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

Exhibit A
Supplemental Condominium Phase IV Property

A parcel of land located in the NW1/4-SW1/4, NE 1/4-SW1/4, Section 28, T17N, R4E, Town of Germantown, Juneau County, Wisconsin, described as follows:

Commencing at the West one-quarter corner of Section 28, T17N, R4E, thence S0°31'48" E., 766.06 feet along the west line of the southwest one-quarter; thence right of way of Osprey Drive; thence along the arc of a curve concave to the northeast having a radius of 367.00 feet (the chord of which bears S71°59'35" E., 152.52 feet) a distance of 153.64 feet; thence S84°00'00" E., 26.54 feet along the northerly right of way of Osprey Drive to the point of beginning.

Thence N18°38'34" E., 295.10 feet; thence S65°33'51" E., 105.91 feet; along the arc of a curve concave to the northeast having a radius of 1055.53 feet (the chord of which bears S74°50'43" E., 224.88 feet) a distance of 225.31 feet; thence S40°00'00" W., 263.76 feet to the northerly right of way of Osprey Drive; thence N84°00'00" W., 239.59 feet along said right of way to the point of beginning.

Exhibit B
(continued)
A Parcel of Land
Located in
The NW1/4-SW1/4 & The NE1/4-SW1/4 Section 28, T17N, R4E
Town of Germantown, Juneau County, Wisconsin

As Given By
Mid- State Associates, Inc.
Baraboo, Wisconsin
Project 9252.d2
October 1990

Description of Trail to Beach West of Lot 6

A parcel of land located in the NW1/4-Sw1/4 and the NE1/4-SW1/4 of Section 28, T17N, R4E; Town of Germantown, Juneau County, Wisconsin which is bounded by a line described as follows:

Commencing at the west one-quarter corner of Section 28, T17N, R4E; thence S0°31'48" E, 766.06 feet along the west line of the southwest one-quarter; thence N89°28'12" E, 993.78 feet to a point on the northerly right of way of Osprey Drive; thence along the arc of a curve concave to the northeast having a radius of 367.00 feet (the chord of which bears S71°59'35" E, 152.52 feet), a distance of 153.64 feet along said right of way; thence S84°00'00" E, 266.13 feet along said right of way at the point of beginning;

Thence N40°00'00" E, 263.76 feet, thence S76°34'00" E, 22.36 feet to the northwest corner of Lot Six of O'Dell's Bay on Castle Rock Lake; thence S40°00'00" W, 260.27 feet along the west line of said Lot Six to the southwest corner said Lot Six and the northerly right of way of Osprey Drive; thence N84°00'00" W, 24.12 feet along said right of way to the point of beginning.

Said parcel contains 0.123 Acre, more or less, and is subject to all easements and rights of way of record.

Association Budget for 22 Lots
1989

Expenses

General and Administrative

Supplies	\$ 25	
Postage	20	
Printing & Copying	25	
Secretarial Service	75	
Accounting & Legal	250	
Insurance	1500	
Bank Charges	25	
Management Fee	<u>200</u>	\$2120

Operations

Lawn Maintenance	\$ 250	
Maintenance Reserve	100	
Trash Removal	250	
Pier Installation & Removal	300	
Electricity	<u>250</u>	\$1150

Clubhouse

Insurance	\$ 250	
Maintenance	3000	
Repair	100	
Trash Removal	250	
Sewer Charge	200	
Lawn Maintenance	600	
Snow Removal	500	
Electricity	900	
L P Gas	500	
Supplies	300	
Reserve	<u>500</u>	\$7100

Pool

Insurance	\$ 1300	
Maintenance	600	
Electricity	600	
L P Gas	800	

Chemicals	400	
Repair & Clean Up	250	
Reserve	<u>500</u>	\$4450
Tennis Courts		
Clean Up & Repair	\$ 250	
Reserve	<u>250</u>	\$500
Parking Lot		
Reserve	<u>\$ 500</u>	<u>\$500</u>
Total		<u>15820</u>
Revenues		
Residential Unit Owners dues - 22 x \$300		\$6600
Marina slip lessor fees - 25 x \$185		4625
Wisconsin River Power Co. Guarantee		<u>*4595</u>
		<u>\$15820</u>

*Developer will make up the difference between expenses and income through 12/31/91. Thereafter the association must be self supporting.

O'Dell's Bay Community Association,
Budget for 73 Lots and 25 Slip Lessors
1991

Expenses

Administrative & General

Supplies	\$ 50	
Postage	50	
Printing & Copying	25	
Accounting & Legal	250	
Insurance	2650	
Bank Charges	25	
Telephone-Office	444	
Management Fee	<u>1800</u>	\$5294

Operations

Lawn Maintenance	\$ 750	
Trash Removal (share of joint cost)	1000	
Tie-Up Piers-Inst. & Removal	300	
Electricity (CATV)	250	
Maintenance Reserve	<u>100</u>	\$2400

Clubhouse

Administrative	\$ 1000	
Cleaning & Maintenance	20000	
Telephone	343	
Insurance	2500	
Repairs	200	
Trash Removal(share of joint cost)	1000	
Sewer Charge	100	
Snow Removal	500	
Electricity	2000	
L P Gas	2500	
Supplies & Chemicals	750	
Reserves	1750	
Permits & Government Fees	<u>150</u>	\$33293

\$40987

Contingency \$1013

Total \$42000

Revenues

Lot Owners' Assessments 73 x \$300	\$21900
Marina Members 25 x \$197	4925
Administrative Services	
Sewer District \$10 x 100 hrs	\$1000
Condo I Assoc. \$10 x 135 hrs	\$1350
Condo II Assoc. \$10 x 25 hrs	<u>\$250</u>
Vending & Laundry	100
Interest	<u>100</u>
	\$29675
Developer Subsidy	12325*
Total	\$42000

*Developer will make up the difference between expenses and income through 12/31/91. Thereafter the association must be self supporting.

Spring Tree Corporation
8053 East Bloomington Freeway
Suite 132
Bloomington, MN 55420

"Architectural Control Requirements"

Preliminary Plans:

2 site plans
2 sets House Plans
(preliminary items are recommended but not required)

Final Plans:

- * 2 Site Plans showing house location, proposed grades and significant trees affected.
- * 2 sets House Plans showing exterior elevations and construction details.
- * Vegetation Protection Plan
- * Colors: Must be approved prior to installation or application.
 - Exterior color including trim
 - Type of shingle and color
 - Brick or stone and color

The Approval Process Will Not Begin Until All The Asterisk (*) Items Have Been Received.
Allow Ten (10) Working Days For Architectural Approval.

Submit the above to:

Joan E. Albrecht
Springtree Corporation
4801 West 81st Street
Suite 101
Minneapolis, MN 55437
Phone: (612) 893-1001

Spring Tree Corporation
8053 East Bloomington Freeway
Suite 132
Bloomington, MN 55420

Architectural Control Committee Checklist

Subdivision: _____

Lot: _____ Addition: _____ Address: _____

Builder: _____ Owner: _____

Builder Type: _____ Sq. Ft. _____

	Date Rec'd	Date App'd
Preliminary Plans:		
Site Plans (2)	_____	_____
House Plans (2 sets)	_____	_____

Final Plans:		
* Site Plans (2) show house location, proposed grades and significant trees affected	_____	_____
* House Plans (2 sets) include exterior elevations and construction details	_____	_____
* Vegetation Protection Plan	_____	_____

Colors:

Exterior color including trim _____

Type of shingle and color _____

Brick or stone color _____

***Please Note:** The approval process will not begin until all the asterisk items have been received. ALLOW 10 WORKING DAYS FOR ARCHITECTURAL APPROVAL

Comments:

Approved: _____

Date: _____

Date Plan Returned: _____

(circled items have not been received)

O'Dell's Bay Architectural Guidelines

3-14-89

Page 1 of 3

General:

- Each home should have its own character while displaying consistency of design and attention to detail.

Site/Site Plan:

- Respect existing vegetation and trees; work with and around natural features.
- Use site features to help define spaces, i.e. entry areas, patios, and decks.
- Work with and promote the planned "natural" areas to preserve site features and lower maintenance costs.
- Pond and Lake Lots:
 - Respect diagonal view corridors.
 - Respect cross-drainage issues.
 - Side and rear elevations get less review unless highly visible.
- Corner Lots:
 - Use the corner to your advantage.
 - Houses set diagonally not allowed.
 - Elevations facing each street are equally important.

Home:

Overall Massing:

- Inside and outside plans should work together.
- Consolidate the building "footprints" to minimize construction impact on the lot.
- Integrate the garage into the mass of the home to reduce the impact of the garage.
- Emphasize simple, strong, forms, rather than lots of small or unrelated bits and pieces.
- Be consistent with the style--i.e., vertical lines on Victorian architecture, horizontal on Prairie School, etc.
- Respect the sides and rear elevations--open side mean we see the homes from all sides.

Roofs:

- 6:12 minimum slope.
- Same roof pitch everywhere, but 2:12 maximum pitch difference allowed, if justifiable.
- Avoid mixing different roof forms on the same home--i.e., gables and clipped hips--unless supportive of style.
- Think about fascia size, lines and style.
- Roofs appropriate to style of home
- Don't submit Tudor or Elizabethan style with less than 10/12 pitch.

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Garage:

- De-emphasize garages whenever possible.
- Use single doors occasionally to break up garage entrances.
- Study garage entrances with purpose of making them look less like garages.

Details:

- Brick fronts should wrap corners at least 16"-24" or use substantial trim board.
- Use brick in larger, simpler, areas.
- Avoid small, half-walls
- Avoid small light recessed areas adjacent to garage doors.
- Use "soldier courses" to help establish lines of building.
- Chimneys; metal flues should have tasteful caps; masonry flues should be creative and appropriate to home style.
- Avoid busy "salt and pepper" brick.
- Columns must be sized to the dwelling scale.
- No thin wraps--i.e., around a window.

Entry--Front Door:

- Do careful planning to create an attractive main entrance.
- The entrance should be the same scale as the rest of the home.
- Door style should be consistent with home style.
- Plan for large stoops with adequate space for plants.
- Plan for sufficient weather protection.

Paint:

- Do not use all trim as outline.

- Paint corners same as siding.
- Compatible contrast:
 - Rule: the greater the contrast, the less you use.

Windows:

- Match home style.
- Do not mix types:
 - Grids consistent with home style.
 - Diagonal with Country French only.
- Shutters will not be allowed unless they are sized to close over the window.

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Siding:

- Aluminum siding should be smooth--avoid sheen.
- Vinyl siding must be smooth with no sheen.
- No vertical vinyl joints in masonite allowed on front (limit on other sides).
- Avoid triple 5 or equal unless all clean.
- Mix different siding directions carefully.

Flat Work (an opportunity):

- Sidewalks should not just go the shortest distance.
- Think about features.

Decks:

- Consistent with style--an extension of the home.
- Avoid small underpinning--or float.
- Handle front and/or rear handrails consistent with home style.

Fences:

- Integrate with architecture.

Miscellaneous:

- If future decks, arbors, screen porches, etc. are planned and sufficient information is presently known, we suggest including it for review.

