

**THE DELLS CLUB
CONDOMINIUM
OWNER'S
ASSOCIATION**

**3495 STATE ROAD 13
WISCONSIN DELLS,
WI 53965**

DOCUMENTS

DELLS CLUB CONDOMINIUMS

DISCLOSURE MATERIALS

Location of Condominium: 3495 State Road 13
Wisconsin Dells, Wisconsin 53965

Agent: Allen Maatta, President
Dells Club Condominiums
3495 State Road 13
Wisconsin Dells, Wisconsin 53965

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIALS CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

DELLS CLUB CONDOMINIUM BYLAWS

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- I Initial Bylaws - 11 articles (22 pages) 1979**
- II. Changes to Bylaws of Dells Club Condominium**
 - A 1. Article III, Section 6 recreated limiting ownership to 3 units maximum (passed 3-23-03)**
 - 2. Article V, Sections 1 and 2 limiting the association's insurance coverage by excluding fixtures and furnishings in the unit; and water damage caused by unit owner's appliances or maintenance (passed 3-23-03)**
 - 3. Article VII, Section 5 Rental - Short term rental prohibited (passed 8-09-05)**

Disclosure Materials

THE DELLS CLUB

WISCONSIN DELLS, WISCONSIN

Declarant: Dells Club Realty Corp.
Route 2
Wisconsin Dells, Wisconsin 53965

Declarant's

Agent: Michael Goebel
Route 2
Wisconsin Dells, Wisconsin 53965

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DECLARATION

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THE DELLS CLUB
DECLARATION OF CONDOMINIUM

Dells Club Realty Corp., a Wisconsin corporation (the "Declarant"), does hereby declare that the real estate described below is subject to the Wisconsin Condominium Ownership Act and that all the improvements now or subsequently placed thereon and all appurtenant rights shall be known and described as The Dells Club (the "Condominium"). The address of the Condominium shall be Route 2, Wisconsin Dells, Wisconsin 53965.

1. Description of Land. The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located is in Adams County, Wisconsin, more particularly described as follows:

Lot 1 of Certified Survey Map No. 861, recorded in Volume 4 at page 137 of Adams County Certified Survey Maps.

2. Description of Buildings. Four buildings containing 48 units are in process of construction or preconstruction phase upon the land with locations as shown on the Condominium Plat filed for record in the office of Register of Deeds for Adams County, Wisconsin and incorporated herein by reference. The condominium dwelling units in each building are called "units". The buildings from south to north are designated as "Walnut", "Oak", "Maple" and "Cedar" as indicated on the Condominium Plat.

Each building consists of three modules with four units in each module for a total of 12 units. The lower level of each module contains two units (one on each side). The second level of each module also contains two units (one on each side) and these units extend by means of a stairway to a third level containing a balcony of approximately 260 square feet. All of the modules for all of the buildings are substantially similar except that the length of the module which is furthest east on each building (units 1 through 4) is four feet shorter than the other two modules. The principal materials of which the buildings will be constructed are reinforced concrete foundation, wood frame construction, wood floors, drywall interior partitions, cedar trim, wood exterior and asphalt shingle roofing. Each unit will be designed for an optional natural fireplace. Each unit will have a separate electric baseboard heating system and an electric water heater. Air conditioning sleeves will be provided for each unit. Electricity will be metered separately for each unit. Water will be provided from a central well and pressure system serving two or more buildings. Each building has

between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such unit or common element.

4. Description of Common Elements. The common elements shall include all of the Condominium except its units and shall include, but not be limited to, the following: land, walks, driveways, parking areas, marina areas and piers, the sanitary system in each building and those utility lines and portions of mechanical systems of each building (including an electrical closet) which are intended to serve more than one unit. The common elements shall be repaired and maintained by and at the expense of The Dells Club Condominium Owners Association, Inc., a Wisconsin nonstock, nonprofit corporation serving as the association of unit owners for the Condominium (the "Association"), as more fully provided in the By-Laws of the Association (the "By-Laws").

5. Description of Limited Common Elements. The patio or balcony to which each unit has direct access by a door from the unit is a common element which is permanently assigned to and limited to the use of such unit as a limited common element. As to units with a fireplace, the firepit is a limited common element. The ground-level entranceway of each module is a limited common element for the adjacent four units; the stairway and landing in the entranceway of each module is a limited common element for the adjacent two second level units.

6. Percentage Interests, Voting and Assessments.

(a) The undivided interest in the common elements (including limited common elements) appertaining to each unit is as follows:

| | |
|--|---------|
| (i) Ground level - east module (units 1 and 3) | 1.7847% |
| Ground level - Middle and west modules (units 5, 7, 9 and 11) | 2.0315% |
| Second level - east module (units 2 and 4) | 2.0531% |
| Second level - middle and west modules (units 6, 8, 10 and 12) | 2.2996% |

(b) There shall be one vote appertaining to each unit.

(c) Except for the cost of physical damage insurance premiums on policies which have been obtained by the Board of Directors of the Association, common expenses shall be assessed in equal shares based upon the number of units in the Condominium, with one share assessed to the owners of each unit collectively. The cost of such insurance premiums shall be assessed against the unit owners in proportion to the undivided percentage interest in the common elements appertaining to each unit.

7. Residential Use. All units are intended for and shall be restricted to use by the owner, his family, lessees, invitees and frequenters, for residential purposes only. All buildings are intended for and restricted to use for residential purposes only.

8. Service of Process. The resident agent for the Condominium shall be the Declarant. Service of process shall be made upon the Declarant at Route 2, Wisconsin Dells, Wisconsin 53965 as to matters provided in the Wisconsin Condominium Ownership Act until all units have been sold, conveyed and paid for or until the first meeting of the unit owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting (members or Board of Directors) of the Association.

9. Damage or Destruction. In the event the Condominium is destroyed or damaged in an amount in excess of \$15,000 and insurance proceeds, if any, are insufficient to complete repair or reconstruction, action by the Association by vote of a majority of unit owners, as defined in the By-Laws, taken within 90 days after such damage or destruction shall be necessary to determine to repair or reconstruct the Condominium as more fully described in section 3, Article V of the By-Laws. Damage or destruction to a lesser extent and damage or destruction in an amount in excess of \$15,000 for which insurance proceeds are sufficient to complete repair or reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association as provided in said section of the By-Laws.

10. Further Matters.

(a) All present and future owners of units, tenants of such owners and any other occupants of units, employees of owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association (the "Articles"), and the By-Laws and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance

by such owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Condominium Ownership Act.

(b) The Declarant hereby reserves the right for a period of ten years from date hereof to cause one or more of the units it owns to be maintained as a model unit, and to maintain a sales office in the Condominium, and to display such models and the common elements of the Condominium for purposes of selling units in the Condominium or in other projects of the Declarant.

(c) Rules and regulations (in addition to the By-Laws) concerning the use of the units and the common and limited common elements, including provisions limiting keeping of animals and other pets, may be promulgated and amended by the Board of Directors of the Association. Copies of such rules and regulations shall be furnished by the Board of Directors of the Association to each unit owner prior to their effective date.

(d) The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the right to grant to any municipality of the State of Wisconsin, or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water and for performing any public or quasi-public utility function that said Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements may include necessary rights of ingress and egress and the rights to do whatever may be necessary to carry out the purposes for which the easement is created. The Declarant hereby further reserves for itself and its successors and assigns access to and the right to connect to any such wire or pipes or other conduits for the improvement and benefit of the "Expansion Land" as defined in Section 12(b) of this Declaration.

(e) The Declarant hereby reserves for itself and successor owners of the Expansion Land and for lessees, invitees and frequenters thereof, an easement of ingress and egress over, and access to, in an unlimited manner, the roadways now or hereafter constructed in the Condominium.

(f) The Declarant hereby reserves for itself and successor owners of the Expansion Land an easement for use of the marina and pier and related facilities to be constructed on the land described in section 1 of this Declaration. At such time as four or more living units located on the Expansion Land have been occupied and not been included in the Condominium by an amendment to this Declaration, the owner or owners of living units on the Expansion Land shall contribute semi-annually towards maintenance and repair costs for the marina and pier and related facilities in the proportion that the number of living units on the Expansion Land bears to the total of said number plus the number of units in the Condominium. At any time within ten years from the date of this Declaration, the Declarant may disclaim these reserved rights by an instrument delivered to the Condominium at its then address for service of process at which time the rights reserved by reason of this provision shall terminate together with any subsequent obligation for sharing maintenance and repair costs.

(g) The procedures for determination, payment and collection of common expenses of the Condominium shall be as set forth in Article V of the By-Laws as amended from time to time according to the procedure in the By-Laws.

11. Additional Rights of Lenders.

(a) As to the holder of any mortgage or land contract vendor (the "Lender") of a unit which has notified the Association in writing delivered or mailed by certified mail to the place for service of process stated in Section 8 of this Declaration that it desires to receive notice of the following matters:

(i) The Board of Directors of the Association shall give the Lender written notice by mail of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the By-Laws;

(ii) The Board of Directors of the Association shall give the Lender by mail a copy of the notice of default which is given to any unit owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles, the By-Laws and rules and regulations promulgated thereunder, and any amendments thereto, simultaneously with the giving of required notice to any unit owner; and

(iii) The Board of Directors of the Association shall notify the Lender of physical damage to structure, fixtures or equipment of a unit in an amount exceeding \$2,000 when such damage is known to the

Board of Directors and shall notify all Lenders if common elements of the Condominium are damaged in an amount exceeding \$5,000.

(b) Unless all Lenders have given their prior written approval, the Association shall not:

(i) Change the undivided percentage interest in the common elements of the Condominium appertaining to each unit, except in connection with expansion or reduction as provided in paragraph 12(b);

(ii) Partition or subdivide any unit or the common elements of the Condominium; or

(iii) By act or omission seek to abandon the condominium status of the Condominium except as provided in Section 9 of this Declaration.

(c) Notwithstanding Section 12 of this Declaration, this section shall not be amended unless all Lenders have given their prior written approval.

12. Amendment of Declaration.

(a) This Declaration may be amended with the written consent of at least 75% of the unit owners and 75% of the mortgagees and land contract vendors having interest in the units of the Condominium.

(b) This Declaration may also be amended by the Declarant to change or alter the percentage of ownership in the common or limited common elements where the Declarant alters such percentage in accordance with this section.

(i) The Declarant owns certain land (the "Expansion Land") in Town of Springville, Adams County described as follows which adjoins or is in the vicinity of the land described in Section 1 of this Declaration and is also shown on the Condominium Plat:

Lot One (1), Section Thirty-Six (36), Township Fifteen (15) North, Range Five (5) East, also

Lot Five (5), Section Twenty-Five (25), Township Fifteen (15) North, Range Five (5) East, also

Fractional Northwest Quarter Northwest Quarter lying west of State Highway 13, Section Thirty-One (31), Township Fifteen (15) North, Range Six (6) East, also

Fractional Southwest Quarter Southwest Quarter (SW 1/4 SW 1/4) lying west of State Highway 13, Section Thirty (30), Township Fifteen (15) North, Range Six (6) East,

Excepting therefrom land described in Section 1 of this Declaration.

The Declarant presently intends to construct additional buildings upon the Expansion Land in one or more stages with a maximum of 325 units. The additional buildings shall be of comparable quality and compatible design with the buildings presently included in this Declaration. In general, such units would be located upon the Expansion Land as shown on the Condominium Plat. The Declarant reserves the right to change the design, location and number of units constructed on the Expansion Land. Declarant is also considering construction of tennis courts, a pool and a club house on some portion of the Expansion Land but Declarant has not determined the manner of ownership of any portion or all of such facilities; thus, for example, Declarant may offer to lease the facilities to the Association or may operate the facilities as a private club with membership available to all unit owners and others or may cause the facilities to be included within common areas of this and/or adjoining condominium regimes. Without making any representation hereby that the Declarant or any other party can or will undertake such construction and notwithstanding the provisions of Section 12(a), the Declarant reserves the absolute and unqualified right for the Declarant and its successors and assigns on behalf of each unit owner of the Condominium to amend this Declaration and the Condominium Plat at any time and from time to time within ten years from this date to add to the Condominium all or any part of the Expansion Land and the units constructed or under construction thereon, if any. In the event of any such addition, the undivided percentage interest in the common elements (after addition of units) appertaining to each of the units hereby created shall be the percentage derived by dividing the number of square feet of floor area of each unit by the total number of square feet of floor area for all units in the Condominium after such addition; there shall continue to be one vote appertaining to each unit; and the assessment method shall remain as provided in section 6(c). The Declarant shall determine such percentage interests after the addition and its determination shall be final and binding on all parties. The Declarant may assign in whole or in part, absolutely or for purposes of security, by a written assignment for that purpose, all such powers of amendment.

(ii) At any time within five years from date hereof the Declarant may elect not to construct one, two or three of the four buildings intended to comprise the Condominium. In such case Declarant reserves the right to amend this Declaration and the Condominium Plat to

reduce the number of units, delete the applicable buildings and make a consequent change in interests in common elements in the same manner as described above for expansion, however, any such amendment shall not reduce the land area of the Condominium as described in Section 1 of this Declaration.

IN WITNESS WHEREOF, this document has been executed this 11th day of June 1979.

DELLS CLUB REALTY CORP., a
Wisconsin corporation

BY /s/ Michael Goebel
Michael Goebel, President

Attest:

/s/ Robert Wybourn
Robert Wybourn, Secretary

State of Wisconsin)
 : SS
Adams County)

Personally came before me this 11th day of June, 1979, Michael Goebel, President and Robert Wybourn, Secretary of the above corporation, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers on behalf of said corporation, by its authority.

/s/ Karen A. Steiner
(Karen A. Steiner)
Notary Public,
My commission 9/20/81

This instrument was drafted by Allen N. Rieselbach.

Please return to: Allen N. Rieselbach, Esq.
1800 Marine Plaza
Milwaukee, WI 53202

Recorded on June 11, 1979 in the Office of Register of Deeds for Adams County, Wisconsin, in Vol. 273 of Records, on pages 629-637 as Document No. 266527.

**DELLS CLUB CONDOMINIUM
FIRST AMENDMENT TO BYLAWS OF
DELLS CLUB CONDOMINIUM OWNERS ASSOCIATION, INC.
2009**

WHEREAS, Dells Club Condominium Owners Association, Inc. was created on June 11, 1979 and promptly thereafter adopted the bylaws of that corporation.

NOW, THEREFORE, pursuant to Article XI of the bylaws, the Dells Club Condominium Owners Association, Inc. hereby states an amendment to Article V, Section 2. Insurance as follows:

Article V. Operation of the Property.

Section 2. Insurance is revoked and recreated to read as follows:

Section 2 Insurance. The association shall be required to obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all buildings along with their external windows and doors (but, excluding the units, also excluding the drywall being the vertical boundaries of the unit and the drywall being the upper boundary of the unit as the ceiling of a single story unit or the ceiling of all floors on a multi-level unit, all internal wall dividers and doors, their internal fixtures, furniture, drywall, wall paneling, carpeting or floor covering above the subflooring, all appliances, stoves, refrigerators, ovens, cabinets and countertops, washers and dryers, hot water heaters, air conditioning units, fireplaces, all plumbing in the unit including kitchen and bathroom fixtures, in-sink disposal units, all heating or service machinery contained therein, all electrical or lighting fixtures, furnishings or other personal property supplied or installed by the unit owner) and all common elements. Such insurance shall cover the property and shall name as insureds the association and all unit owners and their mortgagees, as their interests may appear, in an amount equal to, but not less than, the reasonable value of the buildings, without deduction for depreciation.

The description of unit, as stated in the Dells Club Declaration of Condominium, paragraph 3, is further clarified that although the definition of the "unit" implies that part of the vertical walls, as well as the ceiling, including all drywall or other wall covering into the wall stud, may not be part of the unit, its purpose is to establish the vertical, upper and lower boundaries of the unit and, thus, placement of such drywall shall be covered by the unit owner's insurance and not the association's insurance. Thus, for example, the wall studs and ceiling/floor joists would be covered by the association's insurance, but the ceiling or wall drywall and the floor covering above the subflooring, would be covered by the unit owner's insurance. The insulation, odor and moisture retardant, if any, wiring

and electrical boxes are the responsibility of the association.

Each owner who sustains fire or other similar damage is responsible for the debris removal and the odor control. Further, if the debris removal and odor control is not done within timeframe set by the Association, then the Association can complete the removal and odor control at that unit owner's expense.

The association's policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of validity arising from any acts of the insured, and shall provide such policies may not be canceled or substantially modified without at least 10 days prior written notice to the association. Prior to obtaining any policy of fire insurance or any renewal thereof, the association shall obtain an appraisal from the fire insurance company or otherwise of the full replacement value of the buildings and of all common and limited elements without deduction for depreciation, for the purpose of determining the amount of fire insurance to the affected pursuant to this section.

Any water damage caused by a water heater, toilet, tub, shower or similar appliance or caused by the unit owner's failure to maintain the heat at 50 degrees, thus causing pipes to burst, shall be the responsibility of the owner of the unit where the water leak originated or his/her insurer, if any. The association maintains the right to assess all costs associated with water damage, including remediation of mold, etc. to the owner whose unit caused the damage. Said expense, if not paid, will become a lien such as an assessment against the unit. The board, in its sole discretion, shall determine, on a case-by-case basis, whether or not a given claim against a unit owner shall be turned over to the association's insurance company or merely covered out of the association's funds until reimbursed by the unit owner involved.

The association shall also be required to obtain and maintain, to the extent obtainable, public liability insurance at such limits as the association may, from time to time, determine, covering each member of the board of directors, the managing agent, the manager and each unit owner. Such public liability coverage shall also cover cross-liability claims of one insured against another. The board of directors shall review such limits each year. The association may obtain and maintain workers compensation insurance to the extent necessary to comply with law.

Unit owners or their mortgagees or land contract vendors shall be required to carry casualty insurance, with extended coverage, fire, vandalism and malicious endorsements, for their own benefit covering their unit as defined herein and covering those items in their units specifically excluded above. The liability of the carriers issuing insurance obtained by the association, if any, shall not affect or diminish the unit owner's insurance

BY-LAWS

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BY-LAWS OF
THE DELLS CLUB CONDOMINIUM

ARTICLE I

Plan of Unit Ownership

Section 1. Condominium Unit Ownership. The property located in Adams County, State of Wisconsin (the "Property") known as The Dells Club, has been submitted to the provisions of the Wisconsin Condominium Ownership Act by a Declaration of Condominium (the "Declaration") recorded in the office of the Register of Deeds for Adams County on June 11, 1979, as Document No. 266527, Vol. 273, pages 629-637.

Section 2. Applicability of By-Laws and Definitions. These By-Laws are adopted as the By-Laws of The Dells Club Condominium Owners Association, Inc. (the "Association"), a Wisconsin corporation organized under the Wisconsin Nonstock Corporation Law to serve as an association of unit owners under the Wisconsin Condominium Ownership Act. The provisions of these By-Laws are applicable to the Property and any other real estate which becomes subject to the jurisdiction of the Association and to the use and occupancy thereof. The term "Property" and other terms used herein shall, unless the context or the Declaration requires otherwise, have the same meaning as the definitions contained in section 703.02 of the Wisconsin Condominium Ownership Act.

Section 3. Office and Mailing Address. The office and mailing address of the Association and of the Board of Directors of the Association (the "Board of Directors") shall be located at the Property on Route 2, Wisconsin Dells, Wisconsin 53965.

ARTICLE II

Board of Directors

Section 1. Number and Qualification. The affairs of the Association and of the Property shall be governed by the Board of Directors. Until election of a new Board of Directors by the unit owners pursuant to section 1, Article III of these By-Laws, the Board of Directors shall consist of such persons not exceeding three in number as shall have been designated by Dells Club Realty Corp. a Wisconsin corporation (the "Declarant") or shall have been elected by the unit owners pursuant to section 1(b), Article III of these By-Laws. Thereafter the Board of Directors shall be composed of five persons,

all of whom shall be owners or spouses of owners or mortgagees of units, or, in the case of partnership owners or mortgagees, shall be members or employees of such partnership, or in the case of corporate owners or mortgagees, shall be officers, stockholders, or employees of such corporations, or in the case of fiduciary owners or mortgagees shall be the fiduciaries, or officers or employees of such fiduciaries.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of the Property, except such powers and duties as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Directors by the unit owners. The Board of Directors shall have full powers and authority necessary for or desirable for the complete enforcement and administration of the Property and the provisions of the Wisconsin Condominium Ownership Act, the Declaration, these By-Laws and rules and regulations hereunder.

Section 3. Managing Agent and Manager. The Board of Directors may employ for the Property a managing agent which may be the Declarant or a related party and a manager at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize.

Section 4. Election and Term of Office. At the first annual meeting of the unit owners, the term of office of two members of the Board of Directors shall be fixed at three years, the term of office of two members of the Board of Directors shall be fixed at two years and the term of office of one member of the Board of Directors shall be fixed at one year. At the expiration of the initial term of office of each member of the Board of Directors, his successor shall be elected to serve for a term of three years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the unit owners.

Section 5. Removal of Members of the Board of Directors. At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the authorized votes of all unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the unit owners, shall be filled by vote of a majority of the

remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the unit owners.

Section 7. Organization Meeting. The first meeting of the members of the Board of Directors following the first annual meeting of the unit owners shall be held within ten days thereafter, at such time and place as shall be fixed by the unit owners at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors, at least four days prior to the time of such meeting if by mail or at least 48 hours prior to the time of such meeting if by telephone or telegraph.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on 48 hours' notice to each member of the Board of Directors, given by telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two members of the Board of Directors.

Section 10. Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting

at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Fidelity Bonds. The Board of Directors may, in its discretion, obtain fidelity bonds for all officers and employees of the Property handling or responsible for funds. The premiums on such bonds shall constitute a common expense.

Section 13. Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting as such.

Section 14. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, failure to adhere to the provisions of the Declaration or these By-Laws, negligence or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of the unit owners arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be shared equally by all of the unit owners, and the liability of any single unit owner shall be limited to such equal proportionate share of the total liability. At the option of the Board of Directors, directors' liability insurance may be obtained and shall be paid for as a common expense.

Section 15. Informal Action. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as a unanimous vote.

ARTICLE III

Unit Owners

Section 1. Annual Meetings.

(a) Until the first annual meeting of the unit owners as described below, until the Declarant designates otherwise or until the unit owners elect a member of the Board of Directors pursuant to this section prior to the first annual meeting of the unit owners, the initial Board of Directors named in the Articles of Incorporation of the Association shall serve as the Board of Directors.

(b) Prior to the conveyance of 25% of the undivided percentage interest in the common elements, the Declarant shall call a meeting of the unit owners. At such meeting, one of the designees of the Declarant on the Board of Directors shall resign and the unit owners other than the Declarant shall elect a successor by vote of a majority of those unit owners. Such successor shall serve until the first annual meeting of the unit owners. If such successor shall resign prior to the first annual meeting of the unit owners, a successor to him shall be elected in the same manner.

(c) Thirty days after 75% of the units shall have been sold and conveyed by the Declarant or such earlier time as determined by the Declarant but not later than ten years from the date the first unit is conveyed by the Declarant, the Declarant shall call the first annual meeting of the unit owners. At such meeting, the designees of the Declarant and any other members of the Board of Directors elected by the unit owners shall resign as members of the Board of Directors, and all unit owners, including the Declarant, shall elect a new Board of Directors. Thereafter, the annual meeting of the unit owners shall be held on the third day of July of each succeeding year. At such meetings, the Board of Directors shall be elected by ballot of the unit owners in accordance with the requirements of section 4, Article II of these By-Laws. The unit owners may transact such other business at such meetings as may properly come before them.

Section 2. Place of Meetings. Meetings of the unit owners shall be held at the principal office of the Association or at such other suitable place convenient to the unit owners as may be designated by the Board of Directors.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors or upon a petition signed and

presented to the Secretary by unit owners having 25% of the total authorized votes of all unit owners. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. The Secretary shall mail to each unit owner of record or cause to be delivered to each unit owner a notice of each annual or special meeting of the unit owners, at least ten but not more than 20 days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, at the address of his unit or at such other address as such unit owner shall have designated by notice in writing to the Secretary.

Section 5. Adjournment of Meetings. Any meeting of unit owners at which a quorum has or has not attended may be adjourned at the option of the unit owners by vote of a majority of the authorized votes of the unit owners who are present, either in person or by proxy, at such meeting.

Section 6. Title to Units. Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants, in the name of a corporation or partnership, or in the name of a fiduciary.

Section 7. Voting. Each unit owner shall furnish the Association with his name and current mailing address. No unit owner may vote at meetings of the Association until this information is furnished. The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the vote appurtenant to such unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Any such proxy shall be effective only for a maximum period of 180 days following its issuance unless granted to a mortgagee, land contract vendor or lessee of a unit. Each unit owner (including the Declarant and the Board of Directors, if the Declarant, or the Board of Directors or its designee, shall then hold title to one or more units) shall be entitled to cast at all meetings of the unit owners the vote appurtenant to each unit owned. Where ownership is in the name of two or more persons, the vote appurtenant to their unit may be cast by any one joint owner; provided, however, that if any joint owner protests promptly the casting of such vote to the person presiding over the meeting or files a written statement with the Secretary stating that thereafter the vote must be cast prorata in accordance with each joint owner's interest in the unit, then such vote shall thereafter be cast prorata by all joint

owners in accordance with their interests in the unit. Where a unit is leased or has been sold under a land contract, the lessor and land contract vendee, respectively, shall be entitled to vote the vote appurtenant to said unit (where there are two or more vendees or lessors, they shall be considered joint owners). Notwithstanding the provisions of this section, if the Association has recorded a statement of condominium lien on a unit and the amount necessary to release the lien has not been paid at the time of the meeting, such unit owner may not vote at the meeting.

Section 8. Majority of Unit Owners. As used in these By-Laws, the term "majority of unit owners" shall mean those unit owners having more than 50% of the authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of section 7 of this Article III.

Section 9. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners having 25% of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 10. Majority Vote. The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration or by these By-Laws.

Section 11. Action by Unanimous Consent. Any action required to be taken or which may be taken at a meeting of unit owners may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all unit owners entitled to vote thereon. The signature required in each instance shall be that person who is then entitled to cast the vote for a unit. All such consent action shall have the same force and effect as a unanimous vote.

Section 12. Membership.

(a) All unit owners shall be members of the Association. The foregoing is not intended to include persons who hold an interest in a unit merely as security for the performance of an obligation. Land contract vendors shall not be members; land contract vendees shall be members. Membership shall be appurtenant to and may not be separated from ownership of any unit.

(b) Initial membership in the Association shall be established by the recording of the Declaration in the office of the Register of Deeds for Adams County, Wisconsin. Transfer of membership in

the Association shall be established by the recording in the office of the Register of Deeds for Adams County of a deed or other instrument establishing a change of record title to a unit or the recording in said office of a land contract. A certified copy of such instrument or land contract shall be delivered to the Association by the transferee or vendee. The transferee designated by such instrument or the vendee shall thereby become a member of the Association and the membership of the prior owner or vendor shall thereby be terminated. Until such delivery the transferee or vendee shall not be entitled to vote as a member of the Association and shall not be entitled to notice of meetings of unit owners. The Association shall maintain a current roster of names and addresses of every unit owner to whom notice of meetings of the Association must be sent.

Section 13. Committees. The Board of Directors may, in its discretion, appoint various committees consisting of unit owners for the purpose of assisting in the management of the Property for the Association provided that such committee shall not be delegated or have the power to take any action which is reserved to either the Board of Directors or the unit owners according to these By-Laws, the Articles of Incorporation of the Association, the Declaration of Condominium or any statute or other law relating to the Condominium.

ARTICLE IV

Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. The President and Vice President must be members of the Board of Directors.

Section 2. Election of Officers. Officers shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the Chief Executive officer of the Association. He shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Wisconsin Business Corporation Law, including but not limited to the power to appoint from among the unit owners any committee which he decides is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law. The Secretary shall count the votes at meetings of the Association.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 8. Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association may be executed by the President of the Association or by such other person or persons as may be designated by the Board of Directors.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

Proposed Changes to
Bylaws and Declaration of Dells Club Condominium
February, 2003

(Italics type reflects proposed additions)

Operation of the Property

Article V, Section1- Add the following as an additional paragraph:

“In the event of damage to condominium buildings (including all of the units), the apportionment of risk between the Association and the individual unit owner shall be as set forth in Section 2 below.”

Article V, Section 2 - is recreated to read as follows:

“Section 2. Insurance. The Association shall be required to obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all buildings (including all the units and all limited common elements), but not including furniture, *fixtures, stoves, refrigerators, ovens, washers and dryers, hot water heaters*, air conditioning units, *in-sink waste disposal units*, other service machinery contained therein, furnishings or other personal property supplied or installed by the unit owners, *insurance covering which shall be the responsibility of the individual unit owner*. The Association’s insurance shall cover the property and shall name as insureds the Association, and all unit owners and their mortgagees, as their interests may appear, in an amount equal to not less than replacement value of the buildings, without deduction for depreciation. Each policy shall provide that the proceeds shall be payable to the Association or to the insurance trustee as provided herein, as trustee for all unit owners and their mortgagees or land contract vendors as their interests may appear. All such policies shall provide that adjustment of loss shall be made by the Association, and that the net proceeds thereof, if \$10,000 or less, shall be payable to the Association, and if more than \$10,000, shall be payable to the insurance trustee.

All Association policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be canceled or substantially modified without at least 10 days prior written notice to the Association. Prior to obtaining any policy of fire insurance or any renewal thereof, the Association shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings including all of the units and all of the limited common elements without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

Any water damage caused by a water heater that is out of warranty or more than seven years old, whichever is greater, or caused by a poorly maintained toilet or failure to maintain a tub or shower or caused by a unit owner's failure to maintain the heat at 50 degrees, thus causing pipes to burst, shall be the responsibility of the individual unit owner or his/her insurer, if any. The Association maintains the right to assess all costs associated with water damage, including remediation of mold, etc. to the owner whose unit caused this damage which expense, if not paid, will become a lien such as an assessment against the unit. The Board, in its sole discretion, shall determine, on a case by case basis, whether or not a given claim against a unit owner shall be turned over to the Association's insurance company or merely covered out of Association funds until reimbursed by the unit owner involved.

The Association shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Association may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross-liability claims of one insured against the other. The Board of Directors shall review such limits once each year. The Association may obtain and maintain workers compensation insurance to the extent necessary to comply with any applicable laws.

~~Unit owners or their mortgagees or land contract vendors shall be required to carry other insurance for their own benefit covering those items in their unit specifically excluded above provided that all policies shall contain waivers of subrogation, that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance with the carrier issuing insurance obtained by the Association. The insurance obtained by the Association will not cover the contents of units or public liability claims arising out of occurrences happening within the boundaries of the units." A Certificate of Insurance must be provided to the office.~~

(Language dealing with the initial start-up of the condominium has been deleted.)

ARTICLE V

Operation of the Property

Section 1. Determination of Common Expenses. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Property, determine the amount of the common expenses for the forthcoming year and allocate and assess such common expenses against the unit owners according to their respective undivided percentage interests in the common elements, however, if the proposed units in any building are not actually under construction as of March 1 of any year, common expenses for such year shall not be allocated and assessed against such units and shall be allocated and assessed equally amongst all other units. The assessment for common expenses for the entire year shall be effective as of January 1 of each year but shall be payable at such time or times as the Board of Directors shall determine. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of section 2 of this Article V. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including without limitation an amount for working capital, for a general operating reserve, for a reserve fund for replacement, and for making up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale. The Board of Directors shall advise each unit owner in writing of the amount of common expenses payable by him, and shall furnish copies to all unit owners of each budget on which such common expenses are based.

Section 2. Insurance. The Association shall be required to obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all buildings (including all of the units and the bathroom and kitchen fixtures initially installed therein by the Declarant, but not including furniture, furnishings or other personal property supplied or installed by unit owners), together with all air-conditioning equipment and other service machinery contained therein, and all limited common elements; such insurance shall cover the Property and shall name as insureds the Association, and all unit owners and their mortgagees, as their interests may appear, in an amount equal to not less than the replacement value of the buildings, without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Association or the insurance

trustee as provided herein as trustee for all unit owners and their mortgagees or land contract vendors as their interests may appear. All such policies shall provide that adjustment of loss shall be made by the Association, and that the net proceeds thereof, if \$10,000 or less, shall be payable to the Association, and if more than \$10,000, shall be payable to the insurance trustee.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on coinsurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to the Association. Prior to obtaining any policy of fire insurance or any renewal thereof, the Association shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings including all of the units and all of the common and limited common elements without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

The Association shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Association may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year. Until the first meeting of the Board of Directors following the first annual meeting of the unit owners, such public liability insurance shall be in a single limit of at least \$1,000,000,000 covering all claims for bodily injury or property damage arising out of one occurrence. The Association may obtain and maintain workmen's compensation insurance to the extent necessary to comply with any applicable laws.

Unit owners or their mortgagees or land contract vendors shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance, and that all reasonable efforts shall be made to place such additional insurance with the carrier issuing insurance obtained by the Association. The insurance obtained by the Association will not cover the contents of units or public liability claims arising out of occurrences happening within the boundaries of the units.

Section 3. Repair and Reconstruction After Damage.

(a) In the event of any damage to or destruction of the Property in the amount of \$15,000 or less whether or not the insurance

proceeds, if any, are sufficient to complete repair or reconstruction, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction (including any damaged units, and any kitchen or bathroom fixtures initially installed therein by the Declarant, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by unit owners in the units), and the Board of Directors shall disburse any insurance proceeds to the contractors engaged in such repair and reconstruction in appropriate progress payments. Any cost of such repair and reconstruction in excess of the insurance proceeds shall be a common expense and the Board of Directors may assess all the unit owners for such deficit as part of the common expenses.

By acceptance of the deed to his unit, each unit owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to section 11, Article III of these By-Laws and shall constitute the determination by the unit owners and the Association to repair or reconstruct as required by the Wisconsin Condominium Ownership Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the unit owners, then the affirmative vote of one unit owner shall be sufficient to determine to repair or reconstruct.

(b) In the event the Property is destroyed or damaged in an amount in excess of \$15,000 and insurance proceeds, if any, are insufficient to complete repair or reconstruction, the Association by vote of a majority of unit owners shall determine within 90 days after such damage or destruction, whether to proceed with repair or reconstruction. If the Association determines to repair or reconstruct, the Board of Directors shall arrange for such repair or reconstruction in accordance with the preceding paragraph of this section. If the Association, within 90 days after such damage or destruction in excess of \$15,000 and insurance proceeds fails to make a determination of whether to repair or reconstruct, the Property shall be subject to an action for partition at the suit of any unit owner upon his obtaining the written consent of those unit owners having 75% or more of the total authorized votes of all unit owners, however, by acceptance of the deed to his unit, each unit owner shall be deemed to have consented to an action for partition in accordance with the foregoing provisions, and it shall not be necessary for any unit owner to resolicit such consent prior to the commencement of such action.

(c) In the event the Property is destroyed or damaged in an amount in excess of \$15,000 and insurance proceeds, if any, are sufficient to complete repair or reconstruction, the Board of Directors

is authorized and shall arrange for such repair or reconstruction in accordance with paragraph (a) of Section 3 Article V.

By acceptance of the deed to his unit, each unit owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Section 11, Article III of these By-Laws and shall constitute the determination by the unit owners and the Association to repair or reconstruct as required by the Wisconsin Condominium Ownership Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the unit owners, then the affirmative vote of one unit owner shall be sufficient to determine to repair or reconstruct. In the case of partition and sale the net proceeds of sale, together with the net insurance proceeds, shall be divided by the Board of Directors, or the insurance trustee, as the case may be, among all the unit owners in proportion to their respective undivided percentage interests in the common elements, after first paying out of the share of each unit owner, to the extent sufficient for the purpose, all liens on the unit and the undivided percentage interest in the common elements owned by each unit owner.

Section 4. Payment of Common Expenses. All unit owners shall be obligated to pay the common expenses assessed by the Board of Directors pursuant to the provisions of section 1 of this Article at such time or times as the Board of Directors shall determine. A late charge of up to \$20 may be imposed by the Board of Directors against a unit owner if any balance in common expenses remains unpaid by the fifth day of the month when due.

No unit owner shall be liable for the payment of any part of the common expenses assessed against his unit subsequent to a sale, transfer or other conveyance by him thereof (made in accordance with the provisions of section 1, Article VII of these By-Laws). A purchaser of a unit shall be liable for the payment of common expenses assessed against such unit prior to the acquisition by him of such unit except that if the Association or Board of Directors furnishes a statement pursuant to section 703.16 of the Wisconsin Unit Ownership Act, such liability shall be limited to the amount set forth therein.

Each unit owner shall be obligated to pay common expenses hereunder notwithstanding the fact that he may have a pending dispute with the Association or the Board of Directors on any matter.

Section 5. Collection of Assessments. The Board of Directors shall assess common expenses against the unit owners from time to time and at least annually and shall take prompt action to collect from a

unit owner any assessment due which remains unpaid by him for more than 30 days from the due date for its payment.

Section 6. Default in Payment of Common Expenses. In the event of default by any unit owner in paying to the Board of Directors the assessed common expenses, such unit owner shall be obligated to pay interest at the highest rate permitted by law per year on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common expenses. The Board of Directors shall have the right and duty to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such unit owner, or by foreclosure of the lien on such unit granted by section 703.16 of the Wisconsin Condominium Ownership Act.

Section 7. Foreclosure of Liens for Unpaid Common Expenses. In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common expenses, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Association or the Board of Directors, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. Statement of Common Expenses. The Board of Directors shall promptly provide any unit owner, who makes a request in writing, with a written statement of his unpaid common expenses. The statement shall be deemed correct and binding upon upon the Association when signed by anyone of the its four principal officers.

Section 9. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

Section 10. Maintenance and Repair.

(a) All maintenance of and repairs to any unit (including replacement of window panes and glass doors, if any), structural or nonstructural, ordinary or extraordinary shall be made by the owner of such unit. Each unit owner shall be responsible for all damages to any other unit and to the common and limited common elements resulting from his negligence, misuse, misconduct or neglect.

(b) All maintenance, repairs and replacements to the common and limited common elements (unless necessitated by the negligence, misuse, misconduct or neglect of a unit owner, in which case such expense shall be charged to such unit owner) shall be made by the Board of Directors and be charged to all the unit owners as a common expense.

Section 11. Use of Property. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be subject to the following limitations:

(a) The units shall be used for residential purposes only.

(b) The common and limited common elements shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of units.

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(d) No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

(e) A unit owner shall not place any furniture, packages or objects in common elements, except a patio or balcony appurtenant to his unit.

(f) A unit owner shall not permit to be placed into view from the outside of any unit any window covering of other than a neutral color.

(g) A minimum temperature of not less than 50 degrees shall be maintained in each unit at all times. Any unit owner who fails to comply with this provision shall be liable to the Association and to other owners for resulting damages and expenses.

Section 12. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the common and limited common elements shall require additions, alterations or improvements costing in excess of \$10,000 and the making of such additions, alterations or improvements shall have been approved by a majority of unit owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all unit owners for the cost thereof as a common expense. Any additions, alterations or improvements costing \$10,000 or less may be made by the Board of Directors without approval of the unit owners and the cost thereof shall constitute a common expense.

Section 13. Structural Additions, Alterations or Improvements by Unit Owners. A unit owner may make additions, improvements or alterations within his unit which do not impair the structural integrity or lessen the support of any portion of the Property. No unit owner shall make any change in, nor affix anything to, the exterior of his unit or of any portion of the Property. The Board of Directors shall not be liable to any contractor, subcontractor or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with such additions, alterations or improvements. The provisions of this section shall not apply to units owned by the Declarant until such units shall have been conveyed by the Declarant.

Section 14. Rules of Conduct. Rules and regulations concerning the use of the units and the common and limited common elements may be promulgated and amended by the Board of Directors with the approval of a majority of unit owners. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

Section 15. Water Charges. The Board of Directors shall pay all expenses, including maintenance of wells, for water consumed or used in all units and in connection with the common elements as a common expense.

Section 16. Electricity. Electricity required to service the units and the common elements are supplied by the public utility company serving the area. The Board of Directors shall pay the bills for electricity consumed or used in or in connection with the common elements as a common expense. Electricity is separately metered for each unit; each

unit owner shall pay the bills for electricity consumed or used in or in connection with his unit.

Section 17. Right of Access. A unit owner shall grant a right of access to his unit to the manager, the managing agent, and any other person authorized by the Board of Directors, the manager or the managing agent to make inspections, to correct any condition originating in his unit and threatening another unit or the common or limited common elements, to install, alter or repair mechanical or electrical services or other common or limited common elements in his unit or elsewhere in the building, and to correct any condition which violates the provisions of any mortgage covering another unit. Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the unit owner. However, in case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

Section 18. Sanitary Systems. In elaboration of section 10(b) of this Article as to the sanitary system for each building, all maintenance, repair, operation, upgrading by necessary additions or improvements and the taking of all other action necessary to comply with law, regulations and orders of all regulatory authorities shall be by the Board of Directors and shall be charged to all the unit owners as a common expense.

ARTICLE VI

Mortgages

Section 1. Mortgage of Units. Each unit may be separately mortgaged.

Section 2. Notice to Board of Directors. A unit owner who mortgages his unit shall notify the Board of Directors of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Directors. The Board of Directors shall maintain such information in a book entitled "Mortgages of Units".

Section 3. Notice of Unpaid Common Expenses. The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common expenses or other default by the owner of the mortgaged unit.

Section 4. Notice of Default. The Board of Directors, when giving notice to a unit owner of a default in paying common expenses or other default, shall send a copy of such notice to each holder of a

mortgage covering such unit whose name and address has theretofore been furnished to the Board of Directors.

Section 5. Examination of Books. Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once a month.

Section 6. Land Contracts. For purposes of this Article VI and elsewhere in these By-Laws, land contract vendors and vendees shall have the same rights as mortgagees and mortgagors, respectively.

ARTICLE VII

Sales and Leases of Units

Section 1. Sales and Leases. Unit owners may sell or lease their units or any interest therein provided the provisions of this Article are complied with. A unit owner's sale of his unit shall include the sale of (a) the undivided percentage interest in the common and limited common elements appurtenant thereto; (b) the interest of such unit owner in any units theretofore acquired by the Association, or its designee, on behalf of all unit owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of such unit owner in any other assets of the Association ((a), (b) and (c) hereinafter collectively called the "appurtenant interests").

Section 2. No Severance of Ownership. No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any unit may be sold, transferred, or otherwise disposed of, except as a part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all units.

Section 3. Financing of Purchase of Units by Association. Acquisition of units by the Association or its designee, on behalf of all unit owners, may be made from the working capital and assessments for common expenses in the hands of the Board of Directors, or if such

funds are insufficient, the Association may borrow money to finance the acquisition of such unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit so to be acquired by the Association. Title to any real or personal property acquired by the Association shall be taken in the name of the Association. The Association shall act to borrow money, and acquire and convey property in the same manner as corporations formed under Chapter 181, Wisconsin Statutes.

Section 4. Waiver of Right of Partition With Respect to Units Acquired by Association. In the event that a unit shall be acquired by the Association or its designee, on behalf of all unit owners as tenants in common, all such unit owners shall be deemed to have waived all rights of partition with respect to such unit.

Section 5. Rental. Unit owners may rent their units by written lease to whomever and on whatever terms and conditions as they so desire provided the Association is given notice of the name and permanent address of the tenants and further provided that the lease specifically obligates the tenant to abide by the Declaration, these By-Laws and rules and regulations promulgated thereunder.

Section 6. Payment of Assessments. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until he shall have paid in full to the Association all unpaid common expenses theretofore assessed by the Board of Directors against his unit.

ARTICLE VIII

Condemnation

Section 1. Common Elements. In the event of a taking in condemnation or by eminent domain of part or all of the common elements of the Property exclusive of any of the units, the award made for such taking shall be payable to the Association if such award amounts to \$10,000 or less, otherwise it shall be payable to the insurance trustee. The Association shall promptly undertake to restore the common elements. The proceeds of the award shall be disbursed to effect such restoration and any costs in excess of the award shall be a common expense. The Board of Directors shall effect such restoration in accordance with paragraph (a) of section 3, Article V of these By-Laws.

Section 2. Units. In the event of a taking in condemnation or by eminent domain of any of the units exclusive of the common elements

or of any of the units and a portion of the common elements, the Association by vote of a majority of unit owners of the Condominium within 90 days of payment of the award (or other payment if conveyed in lieu of such taking) shall determine whether to proceed with repair or reconstruction. If the Association determines to repair or reconstruct, the Board of Directors shall effect such repair or reconstruction in accordance with paragraph (a) of section 3, Article V of these By-Laws. Any cost of repair or reconstruction in excess of the award shall be a common expense. If the Association determines not to repair or reconstruct or fails to vote within said 90-day period, the entire net proceeds shall be disbursed to those unit owners whose units have been taken in proportion to the percentage of interest in the common elements appertaining to their respective units. If any such unit owner is in default in paying common expenses, the amount of said common expenses shall be deducted from his share of the proceeds. Upon receipt of his share of the proceeds, each unit owner shall execute a release, in form satisfactory to the Association, of their undivided percentage interest in the common elements and shall thereafter no longer be considered a unit owner. The interests of the remaining unit owners in the common elements shall be recomputed by the Board of Directors, whose decision shall be final, to reflect said releases.

ARTICLE IX

Records

Section 1. Records and Audits. The Board of Directors or the managing agent shall keep detailed records of the actions of the Association and the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the unit owners, and financial records, and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account of each unit which, among other things, shall contain the amount of each assessment of common expenses against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board of Directors to all unit owners at least semiannually. In addition, an annual report of the receipts and expenditures of the Association, prepared by an independent certified public accountant which report need not be certified, shall be rendered by the Board of Directors to all unit owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.

ARTICLE X

Miscellaneous

Section 1. Notices. All notices to the Board of Directors or the Association shall be sent by registered or certified mail, c/o the managing agent, or if there is no managing agent, to the office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. Except when delivered in person, all notices to any unit owner shall be mailed or hand delivered to his unit or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices to mortgagees of units shall be mailed or hand delivered to their respective addresses, as designated by the unit owners to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received. Notices to the unit owners or their mortgagees need not be mailed by registered or certified mail.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Insurance Trustee. The insurance trustee shall be a bank in the State of Wisconsin, designated by the Board of Directors and having a capital, surplus and undivided profits of \$500,000 or more. The Board of Directors shall pay the fees and disbursements of any insurance trustee and such fees and disbursements shall constitute a common expense.

Section 7. Conflicts. These By-Laws are set forth to comply with the requirements of the Wisconsin Condominium Ownership Act. In case any of these By-Laws conflict with the provisions of such Act, the provisions of such Act shall control. In case any of these By-Laws conflict with the provisions of the Declaration, the Declaration shall control.

ARTICLE XI

Amendments to By-Laws

Section 1. Amendments to By-Laws. These By-Laws may be modified or amended by vote of at least 67% of the authorized votes of all unit owners, such vote to be taken at a meeting of unit owners duly held for such purposes.

ARTICLES OF INCORPORATION

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United States of America

State of Wisconsin

Office of Secretary of State

To All to Whom These Presents Shall Come:

The undersigned, as Secretary of State of the State of Wisconsin, hereby certifies that on
June 4, 1979 Articles of Incorporation were filed in my office under the provisions
of Chapter 181 of the Wisconsin Statutes, for the following corporation formed

WITHOUT STOCK AND NOT FOR PROFIT:

Name: THE DELLS CLUB CONDOMINIUM OWNERS ASSOCIATION, INC.

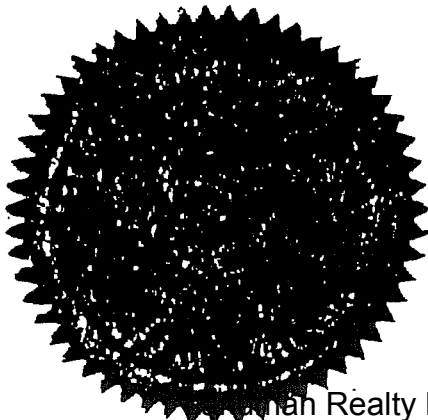
Principal Office: Route 2, Wisconsin Dells, WI 53965

Purposes for which organized: . . . to serve as an association of unit owners under
the Wisconsin Condominium Ownership Act for certain
residential property located in Adams County, State of
Wisconsin . . .

I further certify that a certificate has been filed in my office to the effect that a duplicate of said Articles,
bearing my certificate, was recorded in the office of the Register of Deeds of Adams
County, Wisconsin, on June 11, 1979

THEREFORE, The State of Wisconsin does hereby grant unto the said corporation the powers and privileges
conferred by the Wisconsin Statutes for the purposes stated and in accordance with said Articles.

In Witness Whereof, I have hereunto
set my hand and affixed my official seal,
at Madison, on July 31, 1979



VEL PHILLIPS
SECRETARY OF STATE

Corporations are required by Statute to maintain a registered agent within Wisconsin. The name and address of the initial registered agent were set forth in the Articles of Incorporation, and a specific procedure must be followed in order to change that designation. Form 113 (Sec. State) contains full information and may be utilized to file a change of registered agent and/or the agent's address.

Forms available upon request from Secretary of State, State Capitol, Madison, Wisconsin 53702.

266526

JUN 15 1971

United States of America

State of Wisconsin—Office of the Secretary of State

To All to Whom These Presents Shall Come, Greeting:

The undersigned, as Secretary of State of the State of Wisconsin, certifies that the attached is a duplicate of a document accepted and filed in my office.

IN TESTIMONY WHEREOF, I have hereunto
set my hand and affixed my official seal, at
Madison, Wisconsin, on

JUN 4 '79

VEL PHILLIPS
Secretary of State

ARTICLES OF INCORPORATION
OF
THE DELLS CLUB CONDOMINIUM OWNERS ASSOCIATION, INC.

I, the undersigned, being a natural person over the age of 21 years and acting as incorporator of a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, do hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

Name

The name of the Corporation shall be The Dells Club Condominium Owners Association, Inc.

ARTICLE II

Period of Existence

The period of existence of the Corporation shall be perpetual.

ARTICLE III

Purposes

The purposes for which this Corporation is organized are as follows:

(a) To serve as an association of unit owners under the Wisconsin Condominium Ownership Act for certain residential property located in Adams County, State of Wisconsin (the "Property") subject to the terms and conditions of one or more Declarations of Condominium as the same may be amended from time to time (the "Declarations") as recorded in the office of the Register of Deeds for Adams County, Wisconsin; the first such Declaration is for The Dells Club Condominium;

(b) To serve as a means through which the unit owners may collectively and efficiently manage, maintain, reconstruct and care for the Property in accordance with the Wisconsin Condominium Ownership Act and the Declaration; and

(c) To engage in any lawful activity related to the foregoing within the purposes for which a nonstock, nonprofit corporation may be organized under the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, subject to the Wisconsin Condominium Ownership Act and the Declaration.

ARTICLE IV

Powers

The Corporation shall have all of the powers enumerated in the Wisconsin Nonstock Corporation Law, to the extent not inconsistent with the Wisconsin Condominium Ownership Act, the Declaration and the By-Laws of the Corporation, including without limitation, the following:

- (a) To exercise exclusive management and control of the common elements described in the Declaration;
- (b) To operate, repair, replace, reconstruct, protect and maintain the common elements described in the Declaration;
- (c) To purchase, lease or otherwise acquire units on behalf of all the unit owners and to sell, lease, mortgage, vote the votes appurtenant to, and otherwise deal with said units so acquired on behalf of all the unit owners;
- (d) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs and the maintenance and operation of the Property;
- (e) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common elements described in the Declaration;
- (f) To purchase insurance on the Property and insurance for the benefit of the Corporation and its members;
- (g) To adopt and amend rules and regulations governing the use and operation of the Property;
- (h) To enforce by legal means the provisions of the Wisconsin Condominium Ownership Act, the Declaration, the By-Laws of the Corporation and any rules and regulations governing the use and operation of the Property;
- (i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Corporation; and
- (j) To do all things necessary or convenient to effectuate the purposes of the Corporation.

ARTICLE V

Members

There shall be one class of members designated as "unit owners". The rights and qualifications of members are set forth in the By-Laws of the Corporation.

ARTICLE VI

Principal Office and Registered Agent

The location of the principal office of the Corporation shall be at the Property on Route 2, Wisconsin Dells, Wisconsin, and the initial registered agent shall be Dells Club Realty Corp., a Wisconsin corporation. The address of the initial registered agent is Route 2, Wisconsin Dells, Wisconsin 53965.

ARTICLE VII

Directors

The number of directors of the Corporation shall be fixed in the By-Laws of the Corporation and in no event shall be less than three until the first meeting of unit owners after which in no event shall the number be less than nine. The manner in which directors shall be selected, appointed and removed shall be set forth in the By-Laws of the Corporation.

The number of directors constituting the initial Board of Directors shall be three, and the names and addresses of the initial directors are:

Norman Sponholz
1116 Circle Drive East
Beaver Dam, Wisconsin 53916

Robert Larsen
705 West Marshall
Rice Lake, Wisconsin 54868

Michael Goebel
108 South Cherry
Marshfield, Wisconsin 54449

PROPOSED ANNUAL OPERATING BUDGET

X

THE DELLS CLUB CONDOMINIUMS
WISCONSIN DELLS, WISCONSIN

PROPOSED ANNUAL OPERATING BUDGET

48 UNITS

| | |
|--|-----------------|
| Grounds, Landscaping, Snow Removal | \$ 3,000.00 |
| Maintenance | 4,800.00 |
| Common Utilities | 500.00 |
| Office Supplies | 200.00 |
| Trash Pick-Up | 720.00 |
| Miscellaneous & Contingency | <u>2,000.00</u> |
| Per Year | \$11,220.00 |
| Per Unit Per Year | 233.75 Yr. |
| Per Unit Per Month | 19.48 Mo. |
| Plus Insurance Estimate \$809/ Bldg./Yr. | |
| Average per Unit per Month | <u>5.61</u> |
| (Range - \$4.80 to \$6.20 per Month) | |
| TOTAL Per Unit Per Month | \$ 25.09 |

This proposed budget is based upon experience with other buildings; however, at this time it is only an estimate and is subject to variation based upon actual experience and changes in circumstances.

This proposed budget does not include any long-term maintenance or replacement reserve for proportionate share of operating expenses of any additional amenities.

DISCLOSURE ON EXPANSION OF THE CONDOMINIUM

DISCLOSURE ON EXPANSION OF THE CONDOMINIUM

Declarant owns approximately 50 acres of land (the "Expansion Land") which adjoins the Condominium to the North and is shown on the Condominium Plat.

Declarant presently intends to construct additional buildings upon the Expansion Land with a maximum of 325 units. The additional buildings shall be of comparable quality and compatible design with the buildings presently included in this Condominium. In general, such units would be located upon the Expansion Land as shown on the Condominium Plat, however, Declarant reserves the right to change the design, location and number of units constructed on the Expansion Land.

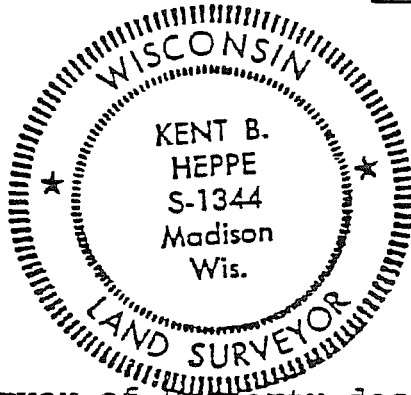
Declarant is also considering construction of tennis courts, a pool and a club house on some portion of the Expansion Land but Declarant has not determined the manner of ownership of any portion or all of such facilities; thus, for example, Declarant may offer to lease the facilities to the Association or may operate the facilities as a private club with membership available to all unit owners and others or may cause the facilities to be included within common areas of this and/or adjoining condominium regimes.

At this time Declarant intends that the expansion might take place in four additional stages within a period of not more than ten years.

Declarant has reserved the absolute and unqualified right to amend the Declaration to expand the Condominium to add land, buildings and other improvements for purposes of such expansion. In the event of expansion the undivided percentage interest in common elements for each unit shall be derived by dividing the number of square feet of floor area of each unit by the total number of square feet of floor area for all units in the Condominium after such expansion; there shall continue to be one vote for each unit, and the assessment method shall remain in equal shares based upon the total number of units (with continuation of physical damage insurance premiums being assessed in proportion to percentage interests in common elements).

The undersigned hereby certifies that this Condominium Plat consisting of this page and the following eight pages is a correct representation of The Dells Club, a condominium, and the identification and location of each unit and the common elements can be determined from this Condominium Plat. This certification is made pursuant to section 703.11, Wisconsin Statutes.

Dated May 31, 1979.

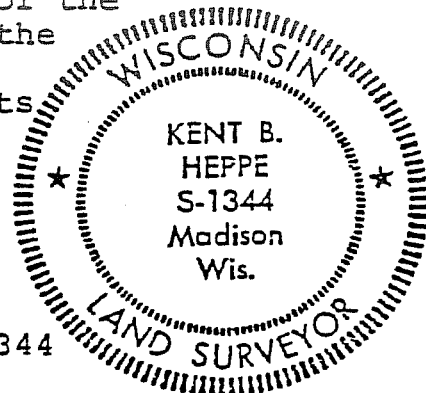


Kent B. Heppe
Kent B. Heppe,
Wisconsin Licensed Land Surveyor No. 1344

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|--|-------------|
| Survey of Property described in the Declaration. . . . | 2 |

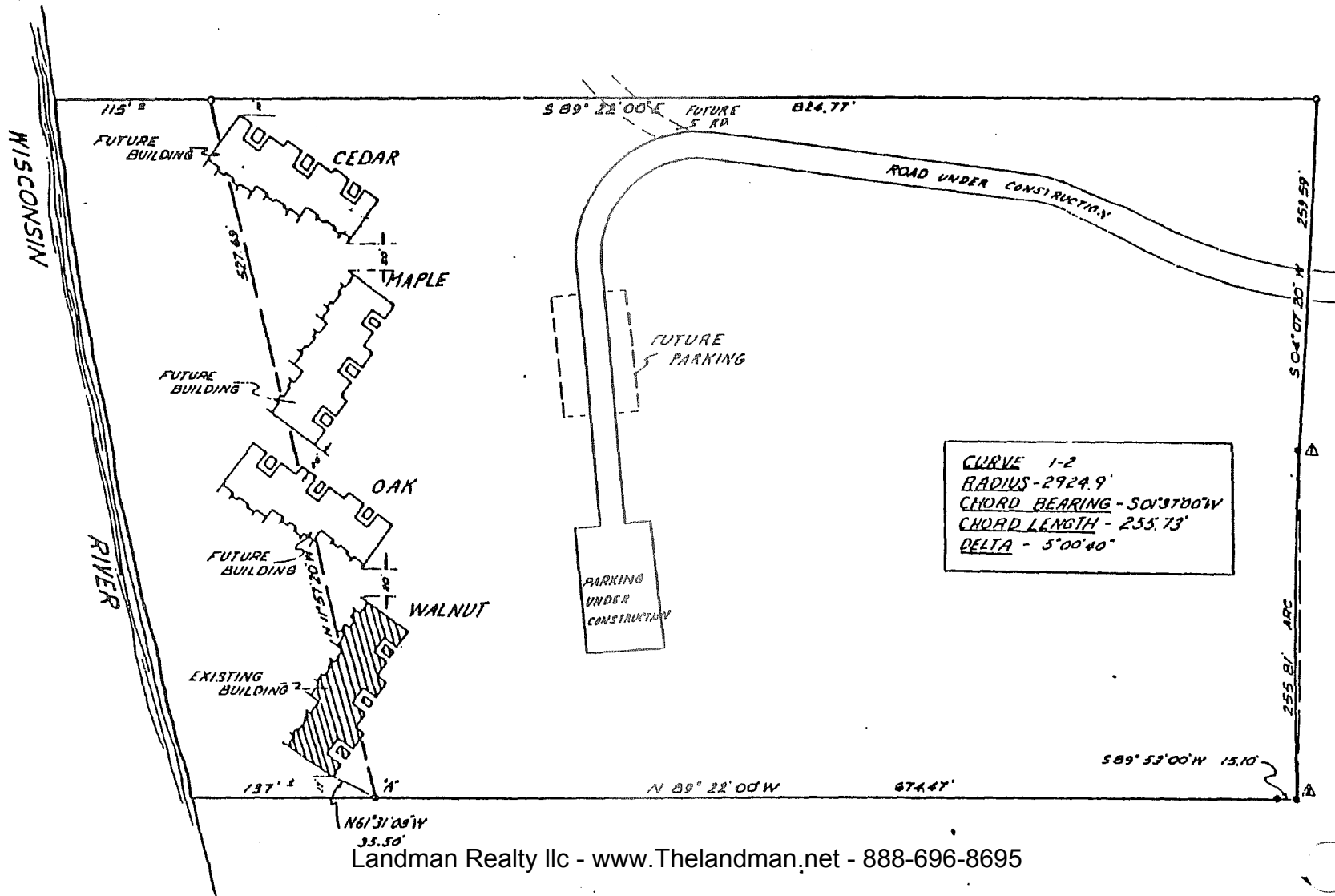
The undersigned hereby certifies that he has surveyed and mapped the real estate described and pictured on page 2 of this Condominium Plat; that said map is a correct representation of the exterior boundaries of the land and shows the location of any building located or to be located thereon and that said map represents Lot 1 of Certified Map No. 861 recorded in Vol. 4, page 137 of Adams County Certified Survey Maps. Dated April 24, 1979.

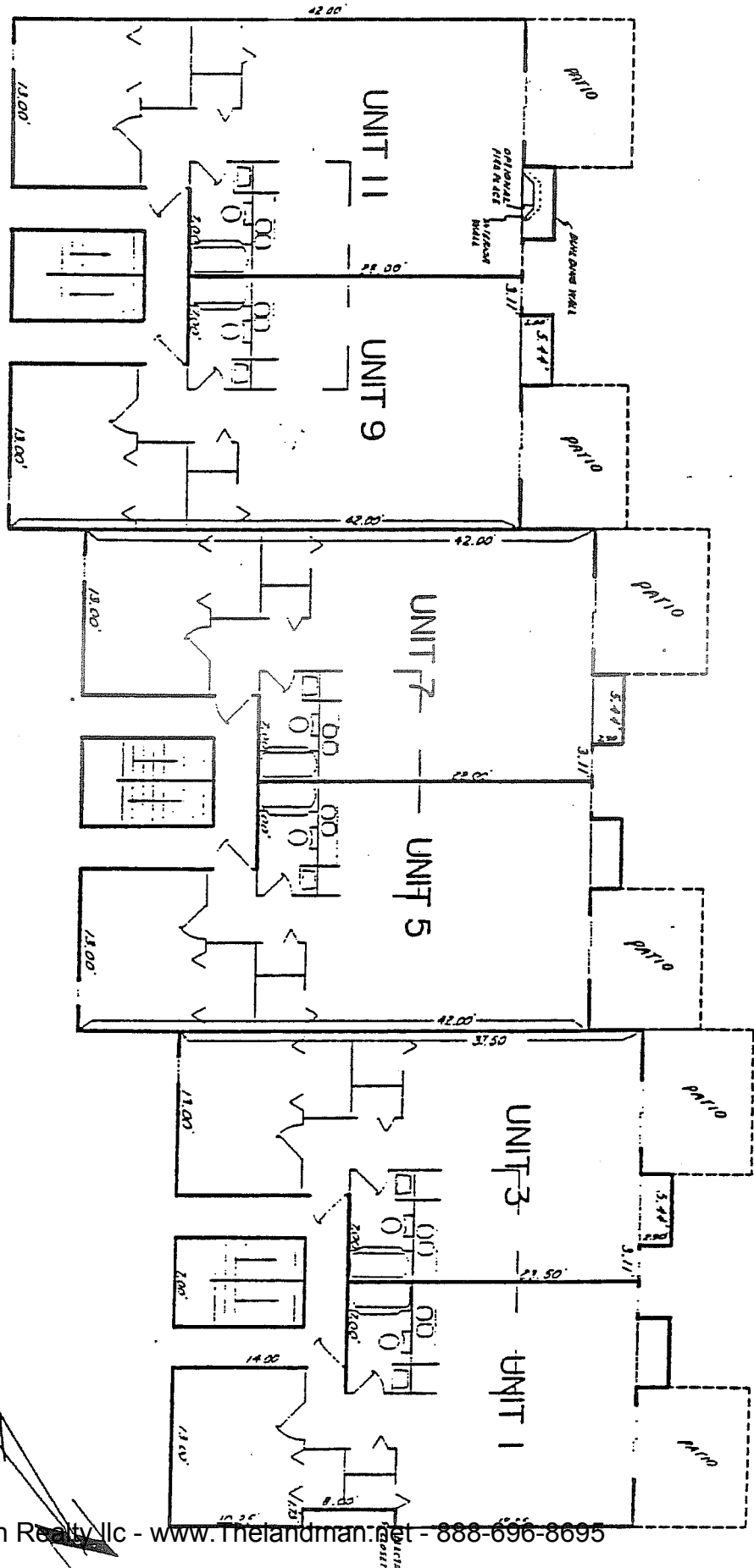


Kent B. Heppe
Kent B. Heppe,
Wisconsin Licensed Land Surveyor No. 1344

| | |
|--|---|
| Maple and Walnut Buildings Level 1 | 3 |
| Maple and Walnut Buildings Level 2 | 4 |
| Maple and Walnut Buildings Level 3 (Balcony) | 5 |
| Oak and Cedar Buildings Level 1 | 6 |
| Oak and Cedar Buildings Level 2 | 7 |
| Oak and Cedar Buildings Level 3 (Balcony) | 8 |
| General outline of land, buildings and common elements of Expansion Land | 9 |

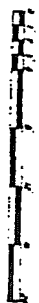
AND PART OF THE S.W 1/4 OF THE S.W. 1/4
OF SEC. 31, T. 15 N., R. 6 E., TOWN OF SPRINGVILLE
ADAMS COUNTY, WISCONSIN





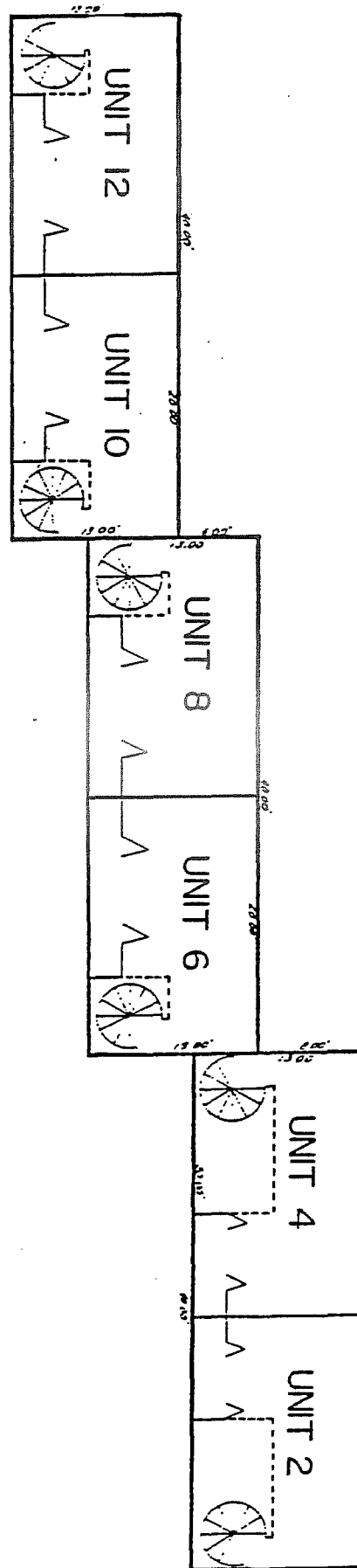
DELLS CLUB DETAIL OF UNITS 1, 3, 5, 7, 9 AND 11 OF THE MAPLE AND WALNUT BUILDINGS (LEVEL - D)

KIEHROWSKI ENGINEERING INC.
WISCONSIN RAPIDS, WISCONSIN
UNAPPROVED BY LANCE A. HARTEN



DETAIL. OF UNITS 2, 4, 6, 8, 10 AND 12
OF THE WALNUT AND MAPLE BUILDINGS.
(LEVEL-2)

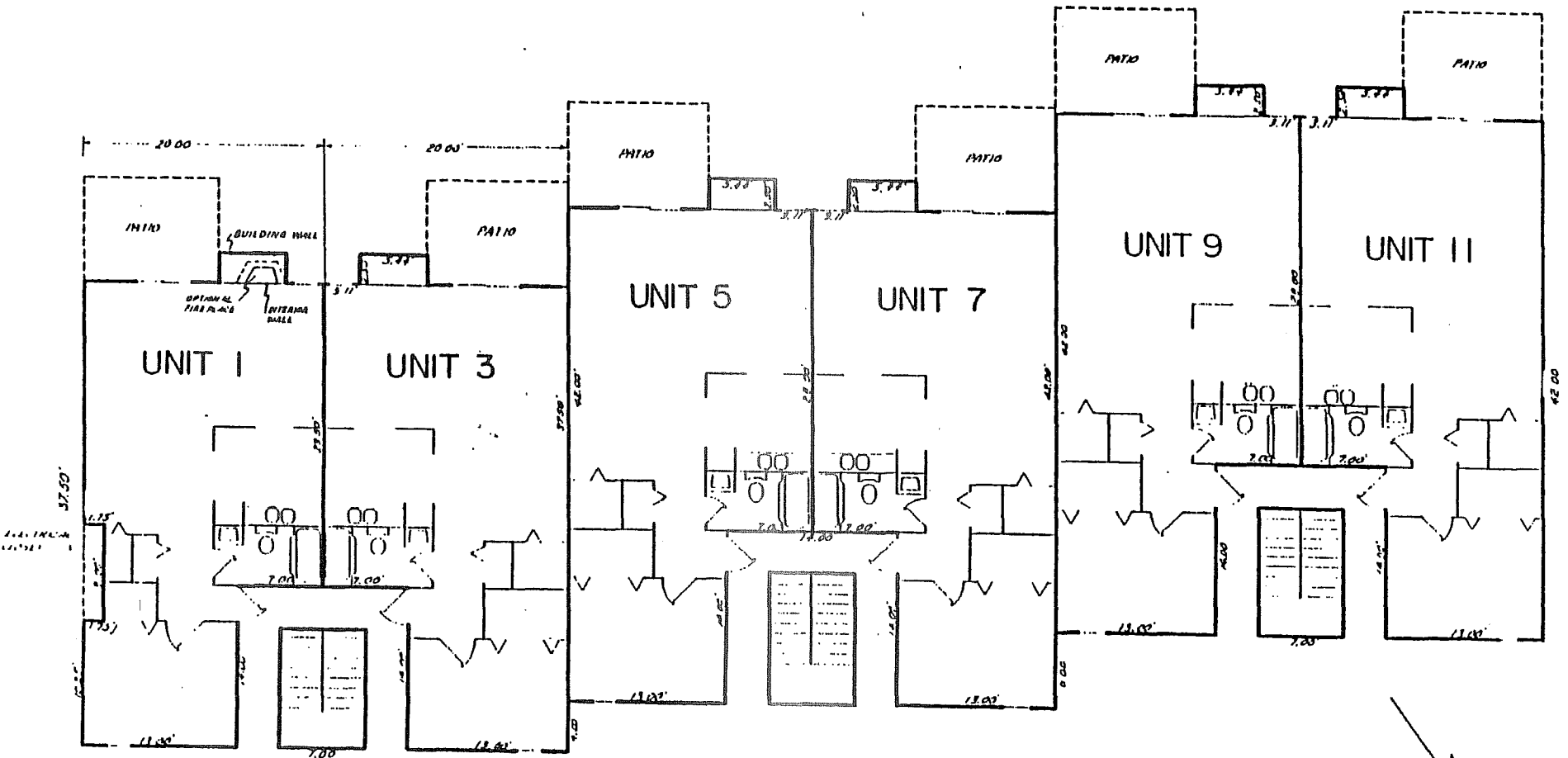
MAP NO. 4-41C
PAGE 8



DELLES CLUB
DETAIL OF UNITS 2, 4, 6, 8, 10 AND 12
OF THE WALNUT AND MAPLE BUILDINGS
(LEVEL - 3)

NEEDHAM ENGINEERING INC
WISCONSIN RAPIDS, WISCONSIN
DRAFTED BY: LANCE J. HARTKE

MAP NO. 9-11E
PAGE 5



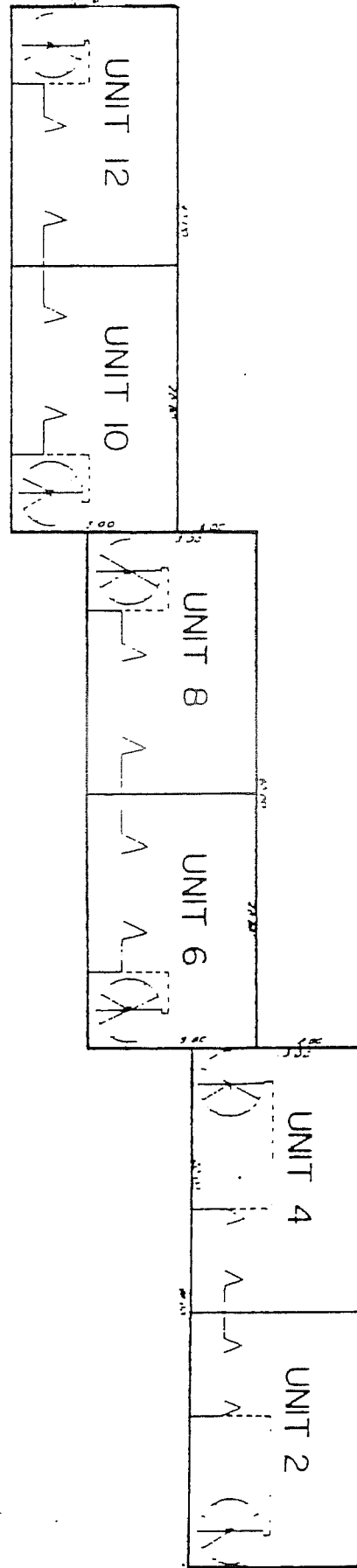
DELLS CLUB

DETAIL OF UNITS 1, 3, 5, 7, 9 AND 11
OF THE OAK AND CEDAR BUILDINGS.

(LEVEL - 1)

KIEDIKWSKI ENGINEERING INC
WISCONSIN RAPIDS, WISCONSIN
DRAWN BY: LANCE J. HARBEC

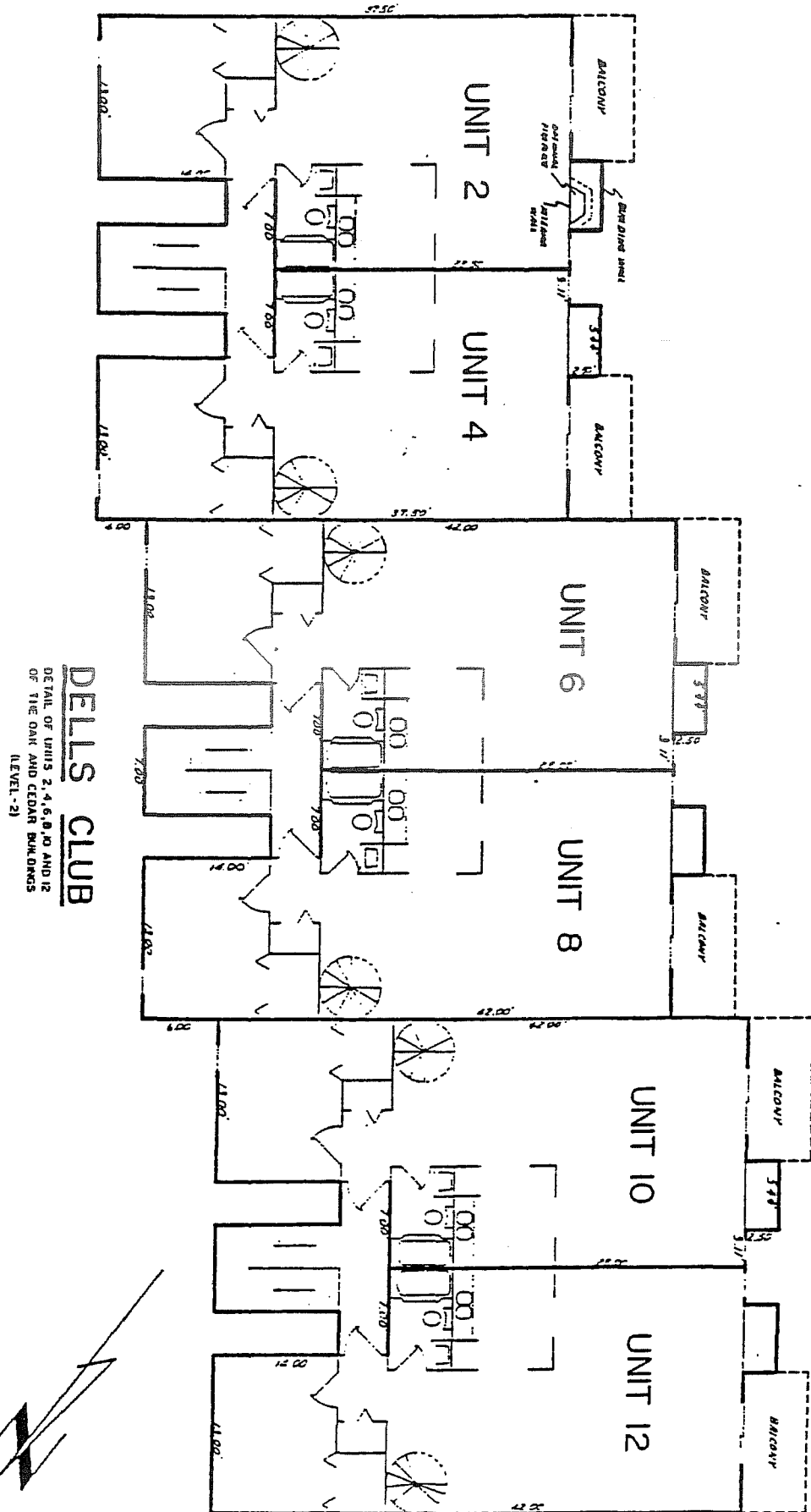
MAP NO. 3-10...
PAGE 6

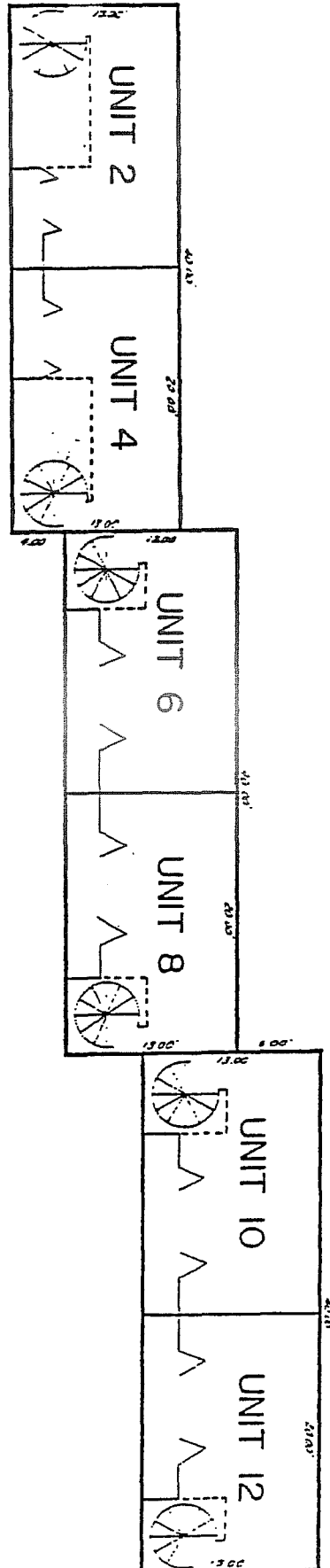


DELLS CLUB
 10 TOWNHOMES 2 & 4 BDRM
 IN THE WALKOUT AND ADJACENT TO THE CLUB
 LEVEL 50



PREPARED BY THE LANDMAN GROUP, INC.
 ARCHITECTURAL DESIGN, CONSTRUCTION
 LOCATED IN THE 2ND FLOOR

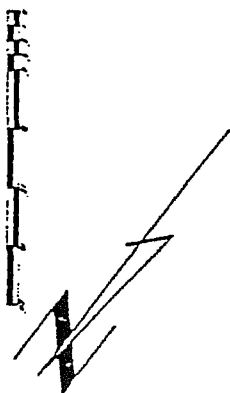


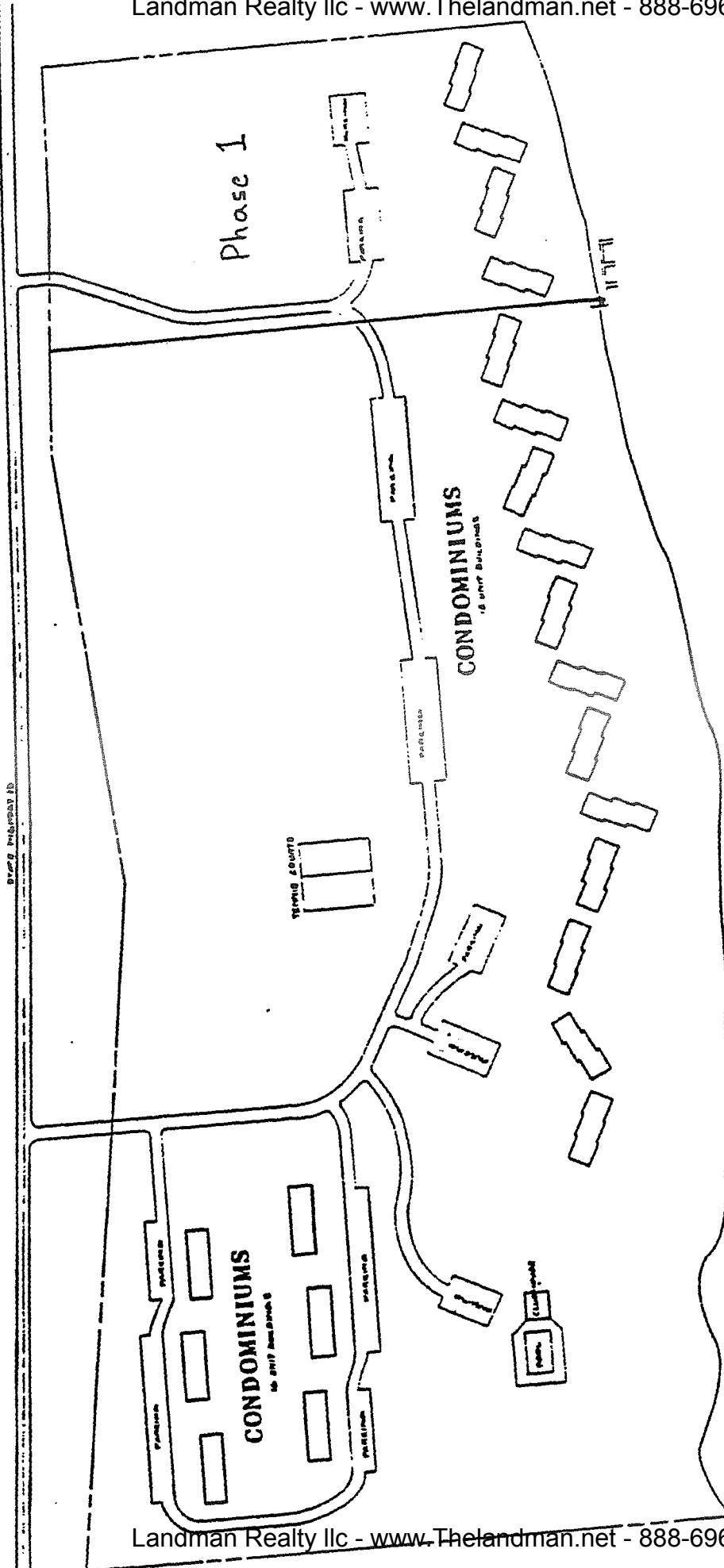


DELLS CLUB

DETAIL OF UNITS 2, 4, 6, 8, 10 AND 12
OF THE OAK AND CEDAR BUILDINGS
(LEVEL - 3)

MEYERSON ENGINEERING INC.
WISCONSIN RAPIDS, WISCONSIN
DRAWN BY: LANCE J. HARECH





WISCONSIN RIVER

PROPOSED MASTER PLAN
THE DELLS CLUB CONDOMINIUMS
WISCONSIN DELLS, WISCONSIN



VOL. 280 PAGE 425

The undersigned having certified a Condominium Plat of The Dells Club (Maple, Walnut, Oak and Cedar Buildings), a condominium, on May 31, 1979 which was recorded on June 11, 1979 in the Office of the Register of Deeds for Adams County, Wisconsin as Document No. 266528, hereby corrects such Plat as follows:

1. As to Units 1 through 4 in each of such Buildings -

Overall length is corrected from 37.5 feet to 36 feet.

Length of wall between Units 1 and 3 and between Units 2 and 4 is corrected from 23.5 feet to 22.0 feet.

2. As to Units 5 through 12 in each of such Buildings -

Overall length is corrected from 42 feet to 40 feet.

Length of wall between Units 5 and 7, between Units 6 and 8, between Units 9 and 11 and between Units 10 and 12 is corrected from 28 feet to 26 feet.

3. As to Unit 1 in each of such Buildings -

Length of exterior wall from electrical closet to patio is corrected from 19.25 feet to 17.75 feet.

Office } SS Dated December 28, 1979.
r. ms.

For record the 6 day
D. 1980 at 9:15

M., and recorded in Vol.

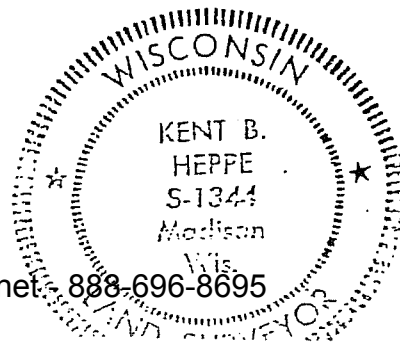
of Records) page 425

m. y. saimidiya

W. J. B. REGISTER

This instrument was drafted (and return to):

Allen N. Rieselbach
1800 Marine Plaza
Milwaukee, WI 53202



FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM

THE DELLS CLUB - PHASE II

WISCONSIN DELLS, WISCONSIN 53965

FIRST AMENDMENT TO CONDOMINIUM PLAT

274653

VOL 288 PAGE 576

THE DELLS CLUB CONDOMINIUMS
FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
(Phase II)

WHEREAS, Dells Club Realty Corp., a Wisconsin corporation (the "Declarant"), as declarant and pursuant to the Wisconsin Condominium Ownership Act, executed a Declaration of Condominium dated June 11, 1979 affecting certain property in Adams County, Wisconsin (the "Declaration"), and caused the Declaration to be recorded on said date in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 273 of Records on pages 629-637 as Document No. 266527; and

WHEREAS, in Section 12(b) of the Declaration, Declarant reserved the right to amend the Declaration within 10 years from the date thereof to add to the Condominium any part or all of the land described in said section and the units constructed or to be constructed thereon;

WHEREAS, the name of the Condominium as stated in the Declaration is followed by the word ("Condominium") instead of being followed by the words "a condominium" as required by Section 703.09(1)(a) of the Wisconsin Condominium Ownership Act.

NOW, THEREFORE, pursuant to Section 12(b) of the Declaration and Section 703.26 of the Wisconsin Condominium Ownership Act and in clarification and correction of the Declaration, Declarant hereby amends and restates the following portions of the Declaration:

The name of the Condominium is clarified and corrected to: The Dells Club Condominiums.

1. Description of Land. The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located is in Adams County, Wisconsin, and is more particularly described as follows:

Lot 1 of Certified Survey Map No. 861
recorded in Volume 4 at page 137 and
Lot 2 of Certified Survey Map No. 1006
recorded in Volume 4 at pages 372 and
373 of Adams County Certified Survey
Maps.

Register's Office } SS
ADAMS COUNTY, WIS.

Received for record the 26 day
of NOV A. D., 1980 at 2:25
o'clock P. M., and recorded in Vol.
288 of Records page 576-580
Herin H. Jarrid By:
Julie A. Goodhue
Deputy

VOL 288 PAGE 577

2. Description of Buildings. Eight buildings containing 96 units are constructed, in the process of construction or in pre-construction phase upon the land with locations as shown on the Condominium Plat dated May 31, 1979 filed for record on June 11, 1979 in the Office of the Register of Deeds for Adams County, Wisconsin and the First Amendment to Condominium Plat (Phase II) also filed for record in said Office. The Condominium dwelling units in each of these buildings are called "units". These buildings from south to north are designated as "Walnut", "Oak", "Maple", "Cedar", "Aspen", "Birch", "Cherry", and "Elm" as indicated on the Condominium Plat and the First Amendment to Condominium Plat (Phase II).

Each of these buildings consists of three modules with four units in each module for a total of 12 units. The lower level of each module contains two units (one on each side). The second level of each module also contains two units (one on each side), and these units extend by means of a stairway to a third level containing a balcony of approximately 260 square feet. All the modules for all the buildings are substantially similar except that the length of the module which is furthest east on the Aspen and Birch buildings (units 1 through 4) is four feet shorter than the other two modules.

The principal materials of which the buildings will be constructed are reinforced concrete foundation, wood frame construction, wood floors, drywall interior partitions, cedar trim, wood exterior and asphalt shingle roofing. Each unit will be designed for an optional natural fireplace. Each unit will have a separate electric baseboard heating system and an electric water heater. Air conditioning sleeves will be provided for each unit. Electricity will be metered separately for each unit. Water will be provided from a central well and pressure system serving two or more buildings. The sanitary system for each building consists of septic tank(s) and leach bed, which may be a common or shared system for more than one building as to buildings subsequent to those described on the Condominium Plat dated May 31, 1979.

There are also four buildings ("Garage Buildings") which are common elements and which are shown on the First Amendment to Condominium Plat (Phase II) (see Section 5 of this Declaration for details).

3. Description of Units. (Unchanged).

4. Description of Common Elements. The common elements shall include all of the Condominium except its units and shall include, but not be limited to, the following: Garage Buildings (remaining material in this Section 4 is unchanged).

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5. Description of Limited Common Elements.

(a) (Existing material in this Section).

(b) The Garage Buildings contain a total of 30 divided cubicles ("Garage Spaces") which are intended for parking and/or storage of vehicles, boats and other items which are incidental to the residential purposes of the Condominium. Each Garage Space bears a number for identification as shown on the First Amendment to Condominium Plat (Phase II). All of the Garage Spaces are reserved and assigned initially for the exclusive use of Unit 3 in Cherry building. However, Declarant intends to transfer Garage Spaces for consideration to other units in the manner provided in the immediately following paragraph.

The owner of any unit may, subject to the rights of any existing mortgagee, grant, by execution and recording of a deed, the use of a Garage Space which has been reserved and assigned to that unit to any other unit. Thereafter the grantor shall have no further right to use such Garage Space. Either or both of grantor or grantee shall notify the Association promptly stating such transfer.

Upon a partition and termination of the Condominium, a fair market value shall be determined for each Garage Space and allocated to the unit to which such Garage Space is then reserved and assigned before allocating remaining assets amongst unit owners in accordance with undivided percentage interests in the common elements.

6. Percentage Interests, Voting and Assessments.

(a) The undivided interest in the common elements (including limited common elements) appertaining to each unit is as follows:

- (i) Ground level All buildings except Cherry
and Elm east module (units
1 and 3) .8053
- (ii) Ground level - All buildings except Cherry
and Elm middle and west modules (units 5, 7,
9, and 11) .. .9094
- (iii) Second level - All buildings except Cherry
and Elm east module (units
2 and 4) 1.0577

VOL 288 PAGE 579

- (iv) Second level - All buildings except Cherry and Elm - middle and west modules (units 6, 8, 10 and 12) 1.2476
- (v) Ground level - Cherry and Elm buildings - all modules (units 1, 3, 5, 7, 9 and 11) .9094
- (vi) Second level - Cherry and Elm buildings - all modules (units 2, 4, 6, 8, 10 and 12) 1.2477

(b) There shall be one vote appertaining to each unit.

(c) Except for the cost of physical damage insurance premiums on policies which have been obtained by the Board of Directors of the Association, and except for expenses related to maintenance, repairs, insurance and utilities for Garage Buildings, common expenses shall be assessed in equal shares based upon the number of units in the Condominium, with one share assessed to the owners of each unit collectively. The cost of such insurance premiums except as to coverage for the Garage Buildings shall be assessed against the unit owners in proportion to the undivided percentage interest in the common elements appertaining to each unit. The cost of maintenance, repairs, insurance and utilities for the Garage Buildings shall be calculated at least annually (or at more frequent times as determined by Board of Directors of the Association); the total shall be divided by the number of Garage Spaces, and the resulting amount for each Garage Space shall be assessed against the owners of the unit to which each Garage Space is reserved and assigned at the time of assessment.

(Remaining material in Declaration is unchanged).

IN WITNESS WHEREOF, this Document has been executed this
20th day of November, 1980.

DELLS CLUB REALTY CORP.,
a Wisconsin corporation

BY

, President


Attest:

Norman Sponholz, Asst. Secretary

VOL 288 PAGE 580

State of Wisconsin)
 : SS
Adams County)

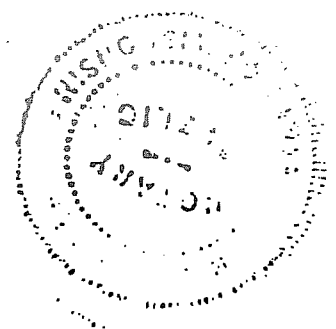
Personally came before me this 20th day of November, 19 80
the above named J. D. Bergman, President and
Norman Sponholtz Asst., Secretary to me known to be such
persons and officers who executed the foregoing instrument and acknowledged
that they executed the same as such officers, by its authority, for the
purposes therein contained.



(R. J. Steiner)
Notary Public Columbia County
My commission expires March 11, 1984

This instrument was drafted by Attorney Allen N. Rieselbach.

Please return to: Allen N. Rieselbach
1800 Marine Plaza
Milwaukee, Wisconsin 53202

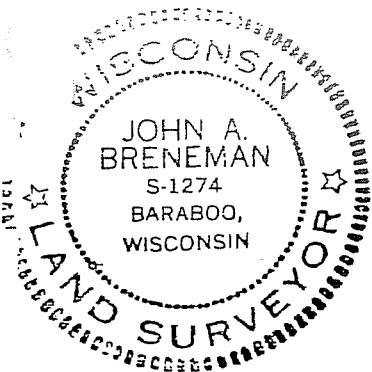


274654

FIRST AMENDMENT TO CONDOMINIUM PLAT
THE DELLS CLUB - PHASE II

The undersigned hereby certifies that this First Amendment to Condominium Plat consisting of this page and the following fifteen pages is a correct representation of Phase II of The Dells Club, a condominium, and that the identification and location of each unit and the common elements in such Phase II can be determined from this First Amendment to Condominium Plat. This certification is made pursuant to Section 703.11, Wisconsin Statutes. The original Plat was recorded in the Office of the Register of Deeds for Adams County as Document No. 266528.

Dated Nov. 7th, 1980.



John A. Breneman
John A. Breneman
Registered Land Surveyor #S-1274

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| <u>Description</u> | <u>Page</u> |
|--|-------------|
| Survey of Phase II Property Described in the Declaration | 3 |

The undersigned hereby certifies that he has surveyed and mapped the real estate described and pictured on Page 3 of this First Amendment to the Condominium Plat; that said map is a correct representation of the exterior boundaries of the land and shows the location of any building located or to be located there-

Register's Office } SS
ADAMS COUNTY, WIS.

Received for record the 26 day

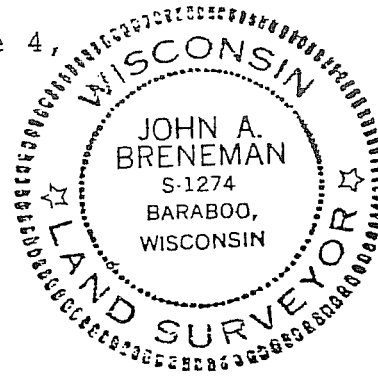
A. D., 1980 at 2:25
P. M., and recorded in ~~Vol~~ Five

1 of 16 pages, Env. 3
Kenton H. Young, B.S.

on and that said map represents Lot 2 of
Certified Map No. 1006 recorded in Volume 4,
Pages 372 & 373 of Adams County Certi-
fied Survey Maps.

Dated November 7TH, 19 80.

John A. Breneman
John A. Breneman, R.L.S. #S-1274



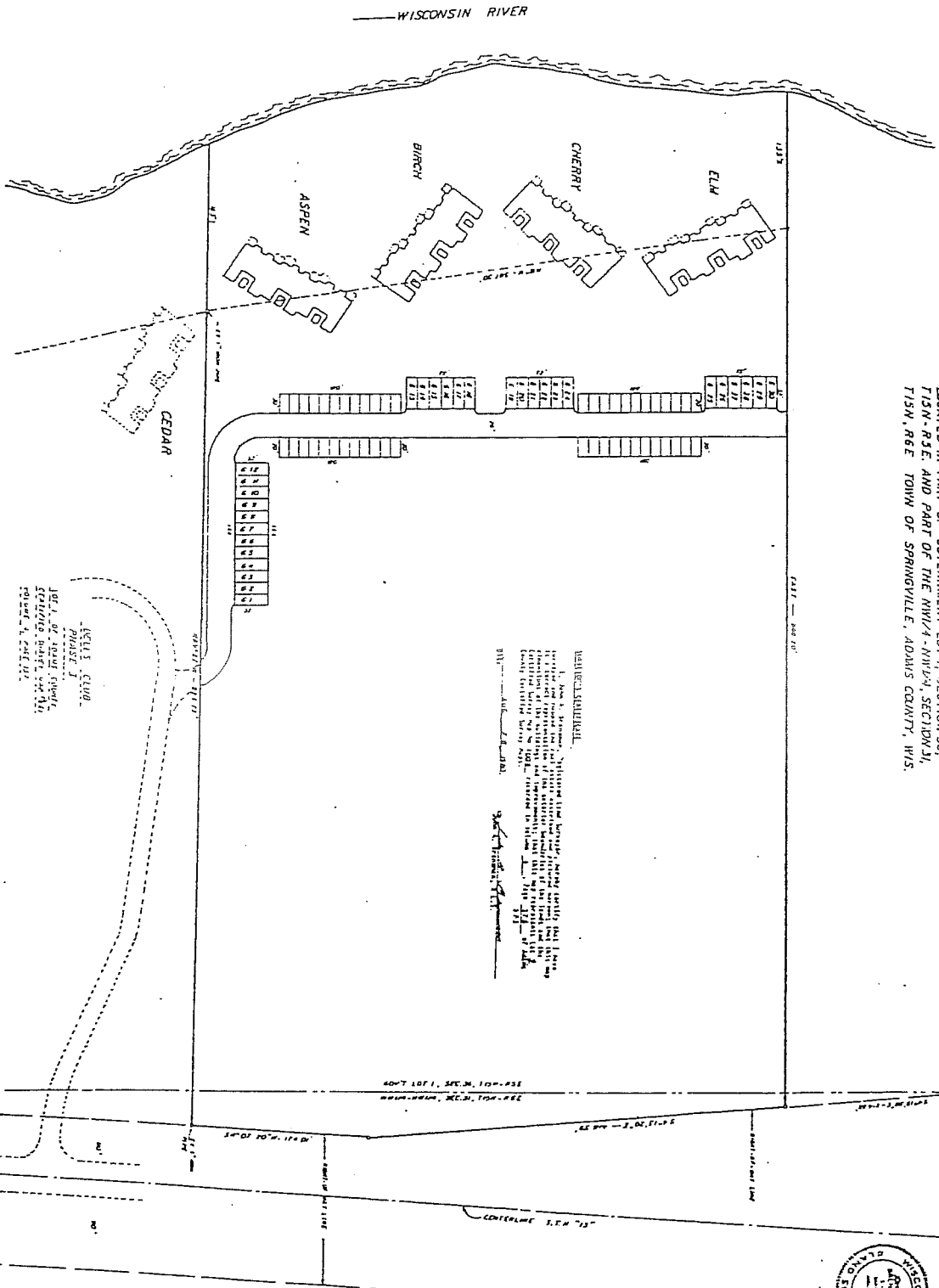
| | |
|---|----|
| Aspen Building Level 1 | 4 |
| Aspen Building Level 2 | 5 |
| Aspen Building Level 3 (balcony) | 6 |
| Birch Building Level 1 | 7 |
| Birch Building Level 2 | 8 |
| Birch Building Level 3 (balcony) | 9 |
| Cherry Building Level 1. | 10 |
| Cherry Building Level 2. | 11 |
| Cherry Building Level 3 (balcony). | 12 |
| Elm Building Level 1 | 13 |
| Elm Building Level 2 | 14 |
| Elm Building Level 3 (balcony) | 15 |
| General Outline of Land, Buildings & Common Elements of Expansion Land | 16 |

This instrument drafted by Allen N. Rieselbach, Esq. (1800
Marine Plaza Milwaukee, Wisconsin 53202).

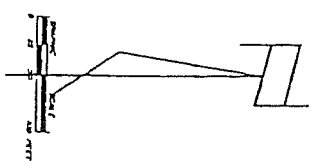
DELLS CLUB

PHASE II

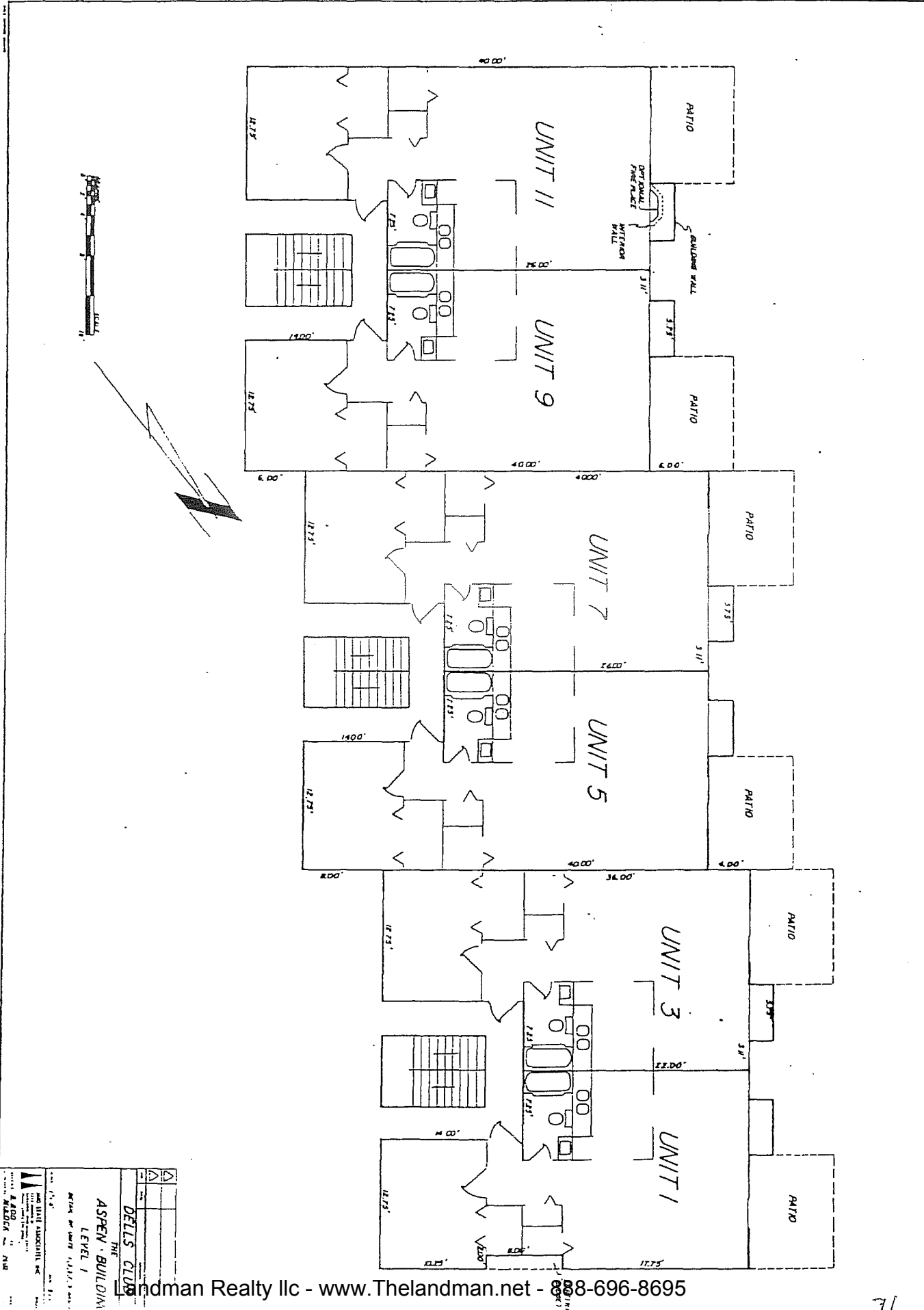
LOCATED IN PART OF GOVERNMENT LOT 1, SECTION 36,
T13N-R3E, AND PART OF THE NW1/4-NW1/4, SECTION 31,
T13N-R3E TOWN OF SPRINGVILLE, ADAMS COUNTY, WIS.

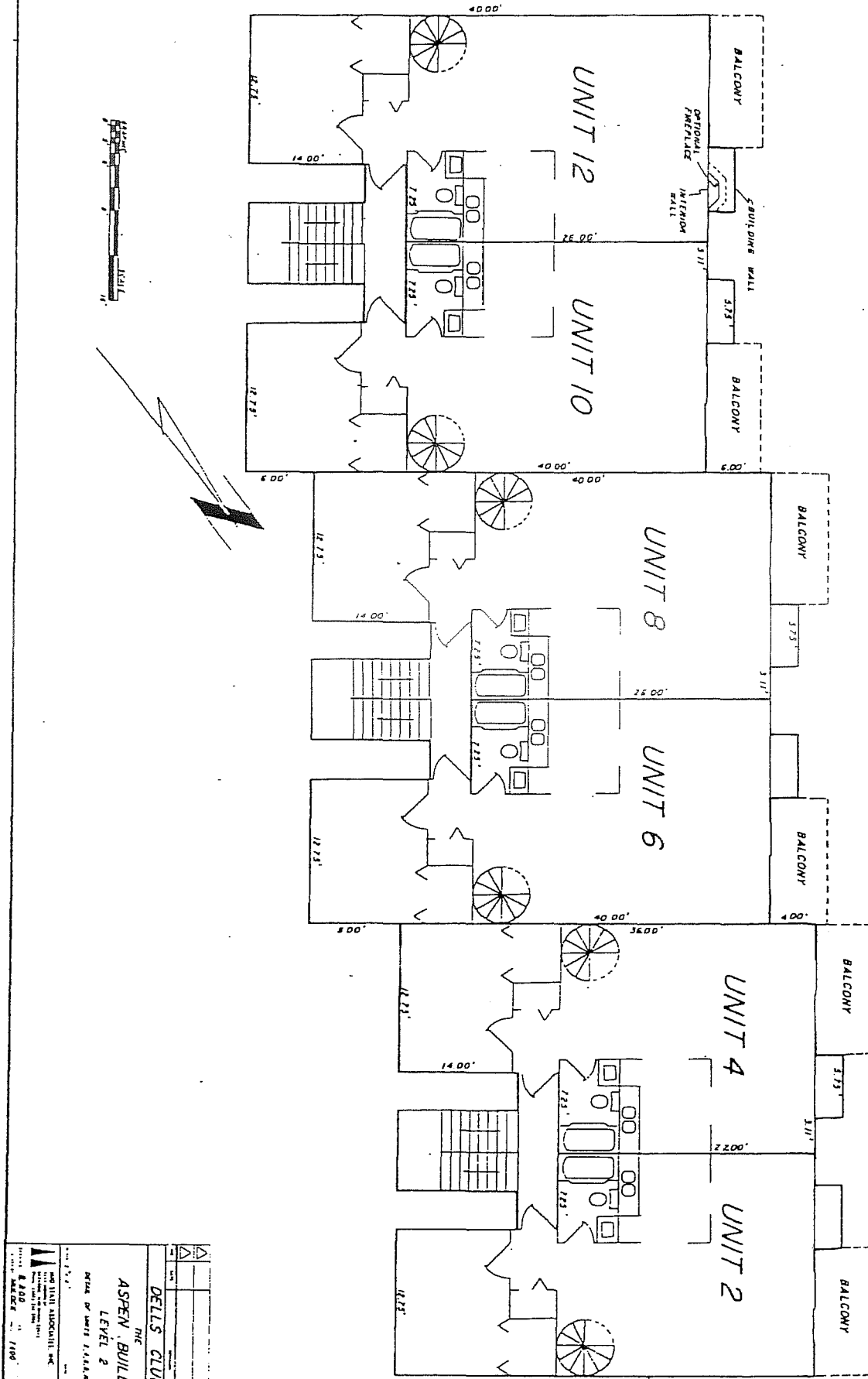


NOTES:
1. See a survey, "Subdivision Map, Springville, Adams County, Wis." dated 10/1/1911, recorded in the Adams County Register, Vol. 1, p. 101, which shows the location of the site and the location of the site in relation to the surrounding land.
2. The site is located in the NW1/4 of Section 31, T13N-R3E, and in the NW1/4 of Section 36, T13N-R3E, both of which are in the Town of Springville, Adams County, Wis.
3. The site is located in the NW1/4 of Section 31, T13N-R3E, and in the NW1/4 of Section 36, T13N-R3E, both of which are in the Town of Springville, Adams County, Wis.
4. The site is located in the NW1/4 of Section 31, T13N-R3E, and in the NW1/4 of Section 36, T13N-R3E, both of which are in the Town of Springville, Adams County, Wis.

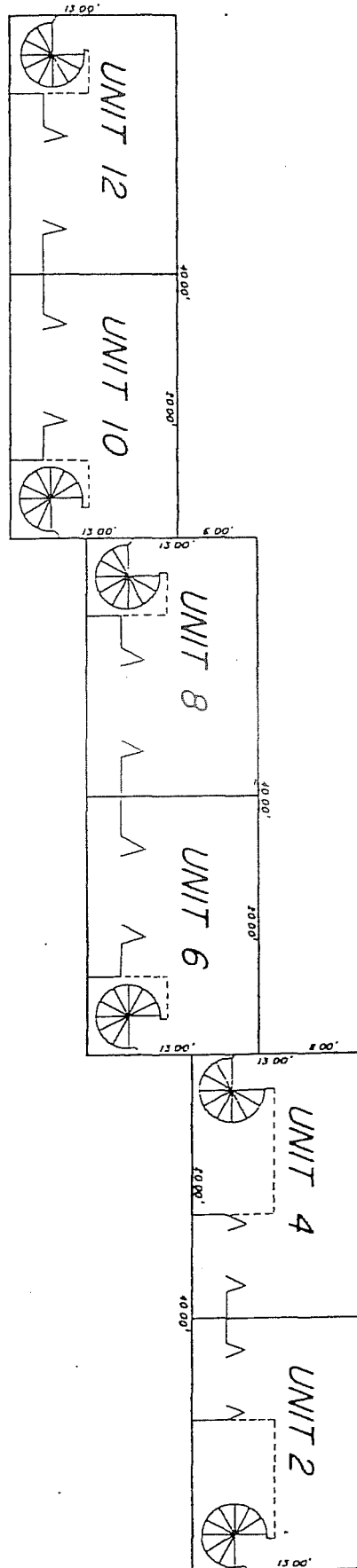


| | |
|---|----------------------------|
| DELLS CLUB | |
| PHASE II | |
| LOCATED IN PART OF GOVT LOT 1, SEC. 36, T13N-R3E, AND PART OF THE NW1/4-NW1/4, SECTION 31, T13N-R3E TOWN OF SPRINGVILLE, ADAMS COUNTY, WIS. | |
| DATE: 11/1/11 | BY: ADAM J. SMITH |
| SCALE: 1" = 100' | PROJECT: DELLS CLUB |
| OWNER: LANDMAN REALTY LLC | PREPARED BY: ADAM J. SMITH |
| REVISION: 1 | DATE: 11/1/11 |

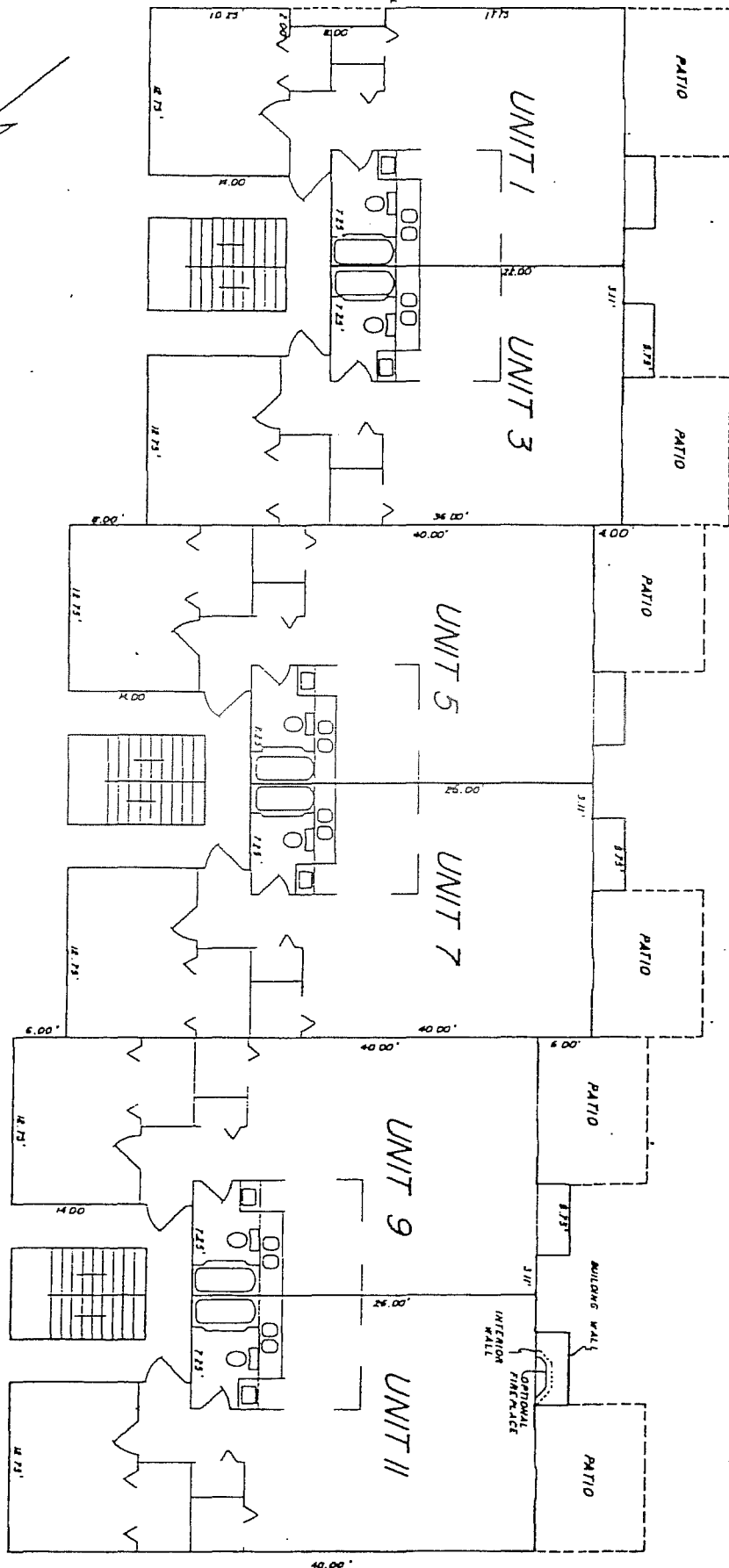
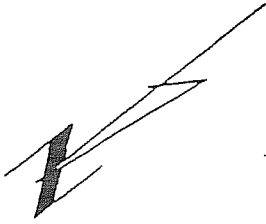


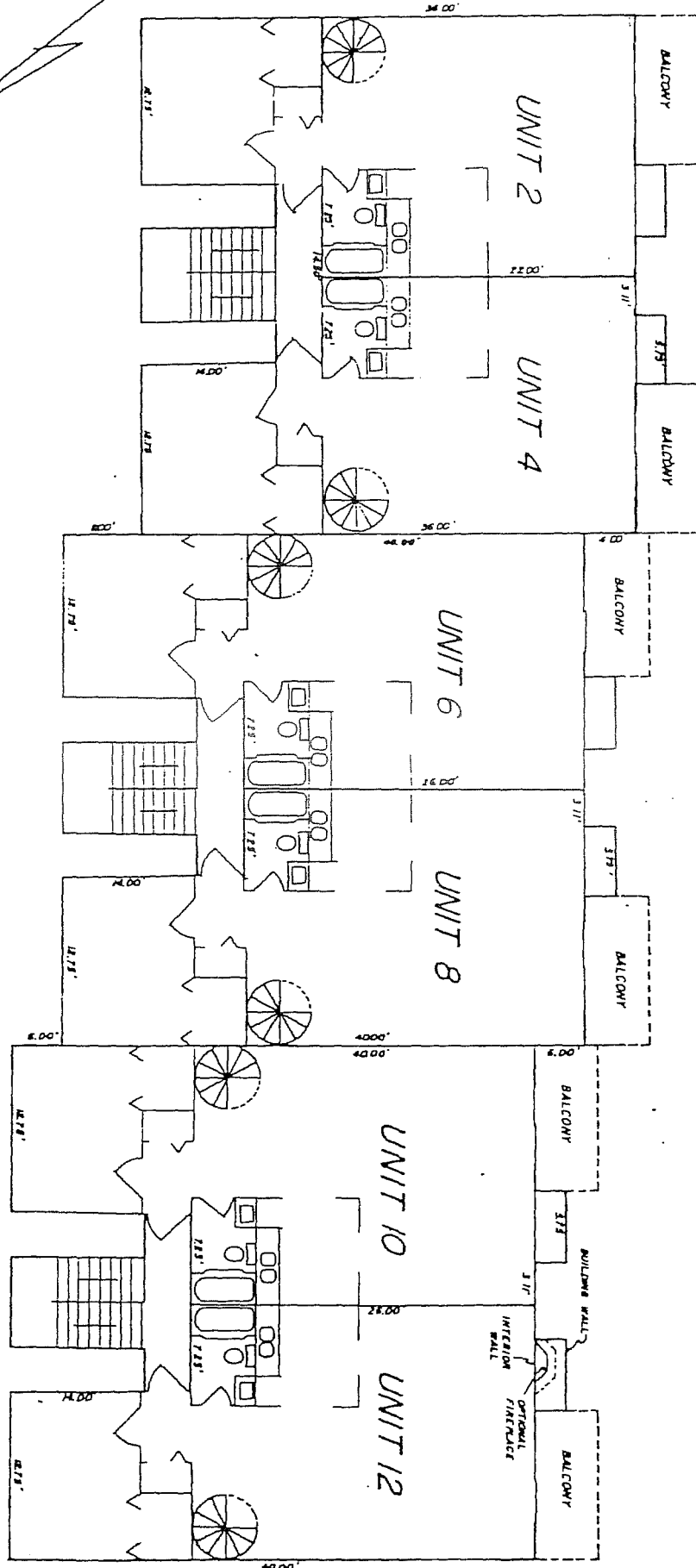


| | |
|-------------------------------|-----------------|
| THE ASPEN BUILDING LEVEL 2 | |
| DELS CLUB | |
| OFFICE OF LANDMAN REALTY LLC | |
| DATE: 8/10/12 | BY: J. L. L. L. |
| PROJECT: 8/10/12 | REVISION: 1/00 |

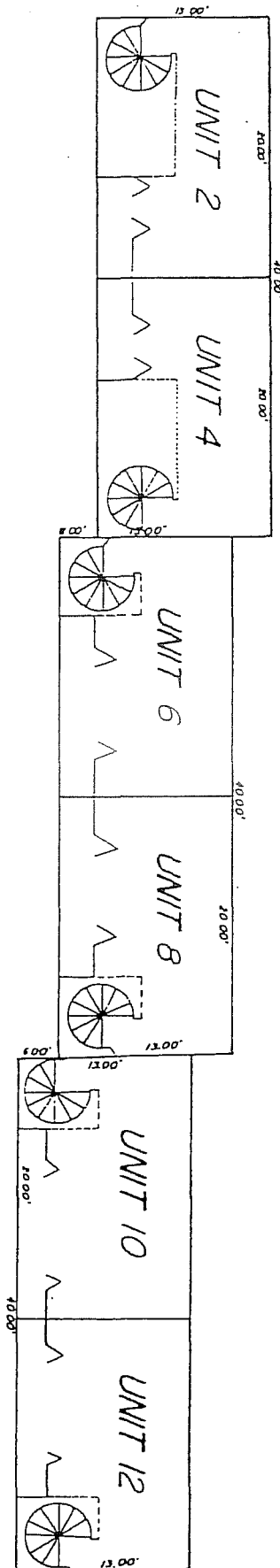
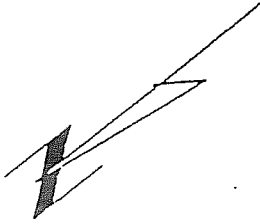


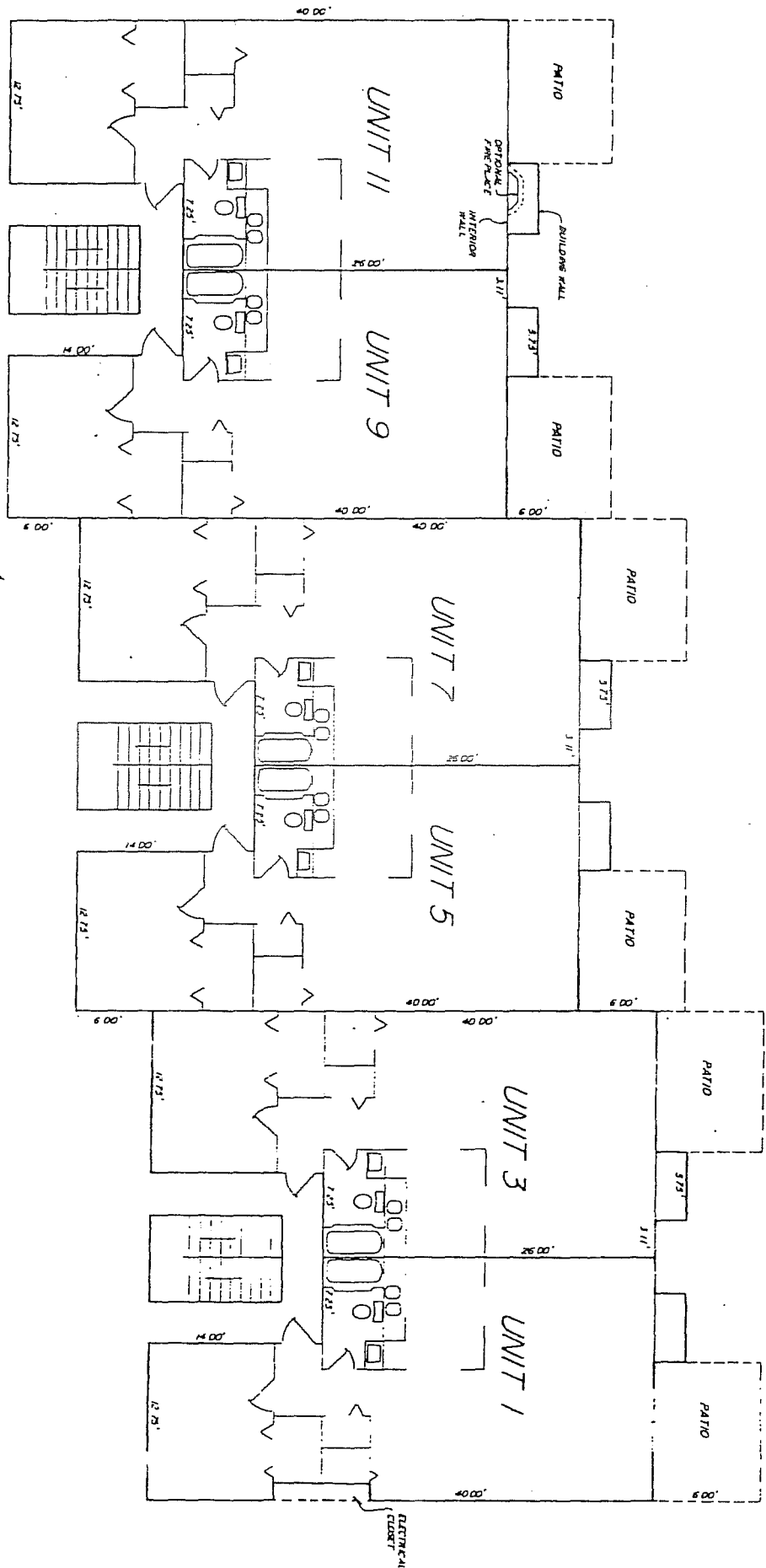
| | |
|------------------------|------------------------|
| DELTA CLUB | ASPEN BUILDING |
| LEVEL 3 | LEVEL 3 |
| DATE: 08/08/08 | DATE: 08/08/08 |
| BY: [Signature] | BY: [Signature] |
| FOR: [Signature] | FOR: [Signature] |
| PROJECT: 08/08/08 | PROJECT: 08/08/08 |
| SCALE: 1/8" = 1'-0" | SCALE: 1/8" = 1'-0" |
| REVISION: 08/08/08 | REVISION: 08/08/08 |
| DESIGN: 08/08/08 | DESIGN: 08/08/08 |
| CONSTRUCTION: 08/08/08 | CONSTRUCTION: 08/08/08 |

[illegible]



| | |
|------------------------|--|
| DELTA CLUB | |
| BIRCH BUILDING | |
| LEVEL 2 | |
| DATE: 11/14/17 | |
| DRAWN BY: J. LANDMAN | |
| CHECKED BY: J. LANDMAN | |
| SCALE: 1/8" = 1'-0" | |

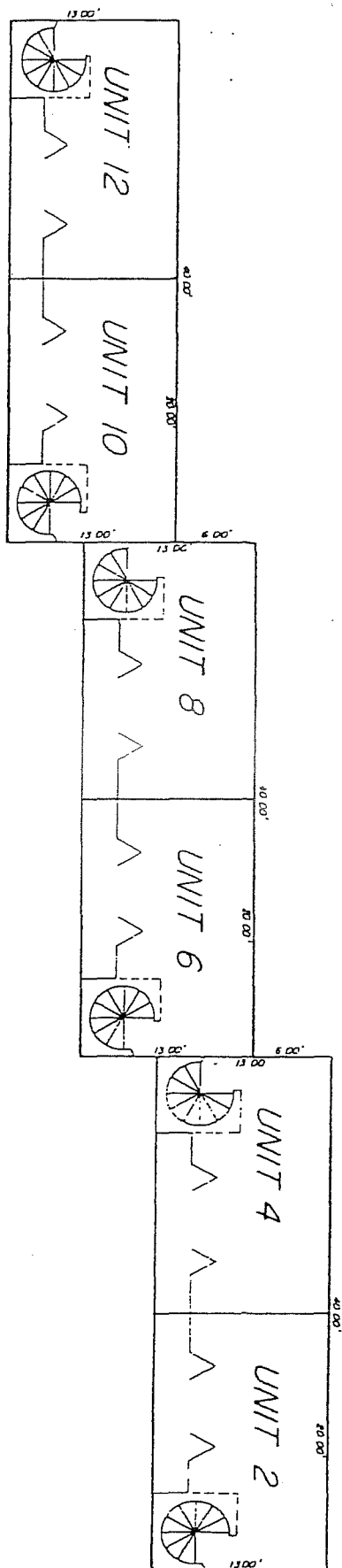
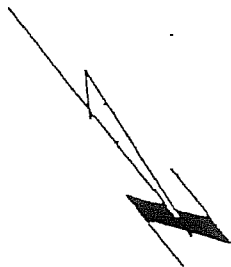
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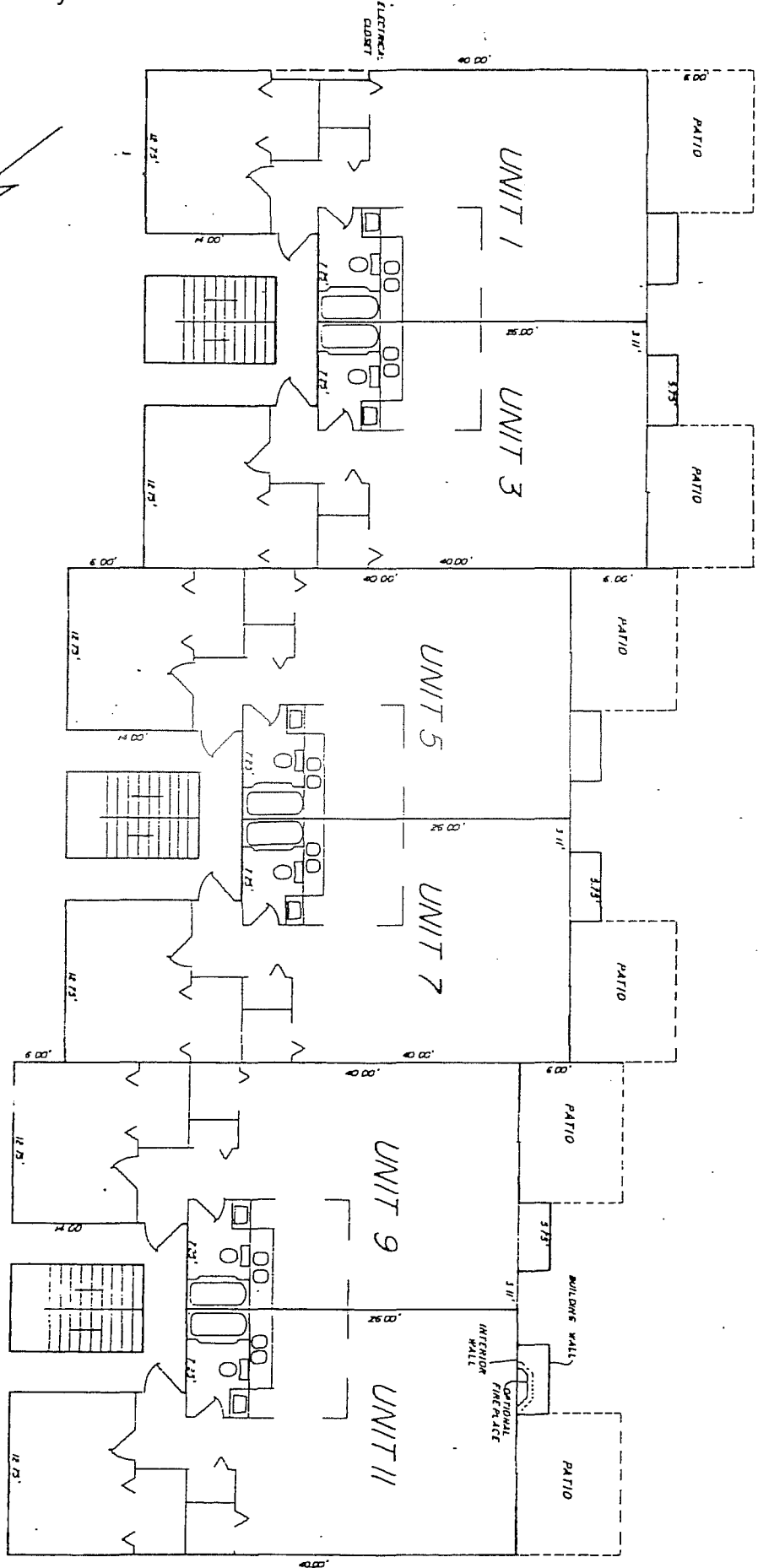


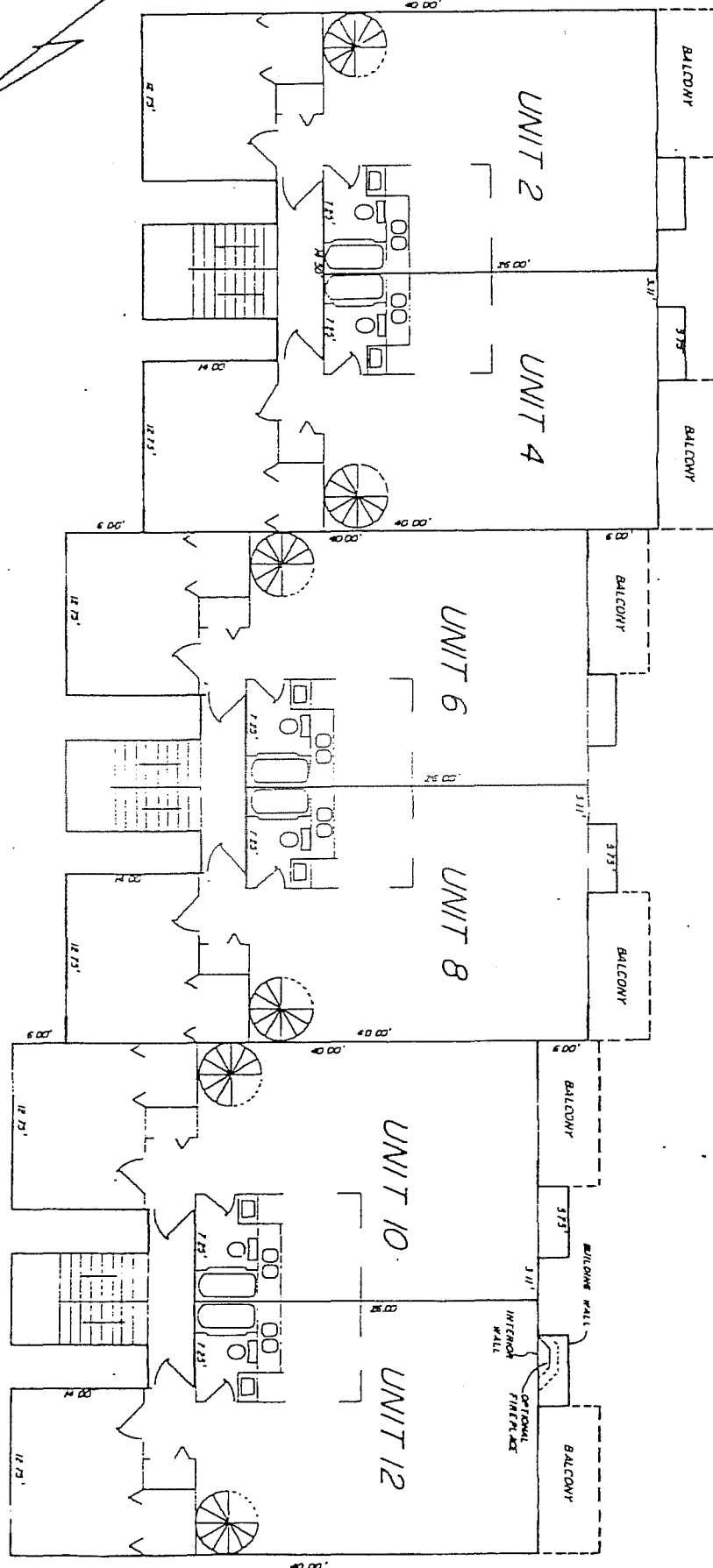
CHERRY BUILDING
LEVEL 1
Rental of units 1, 2, 3, 5, 6, 8, 9
11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 8

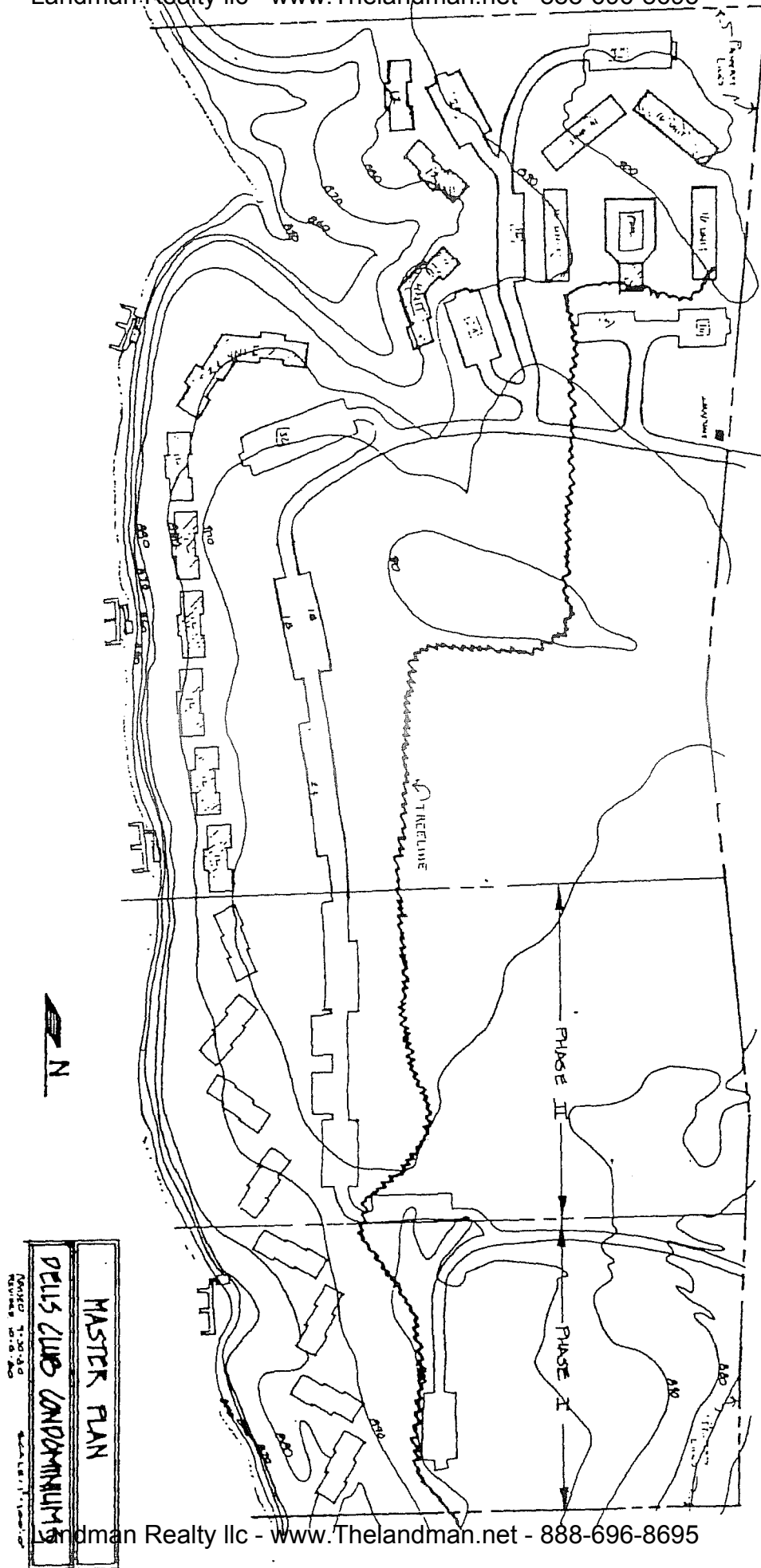


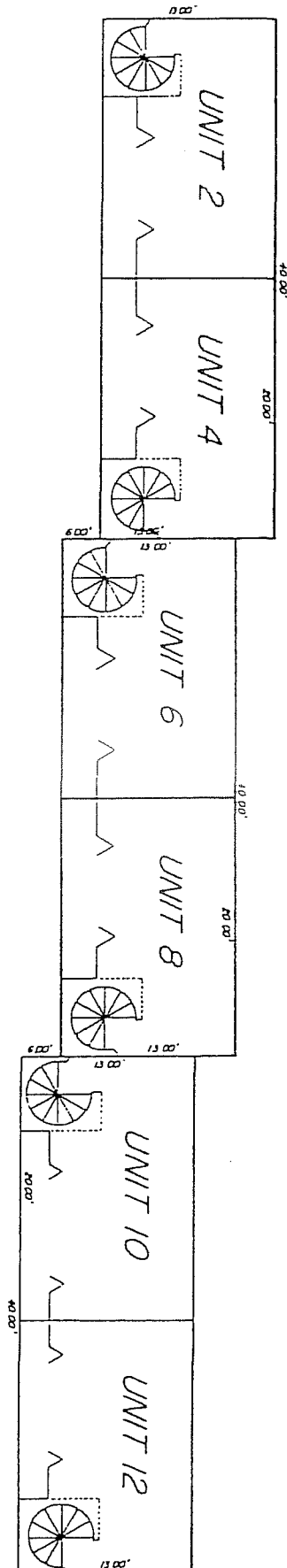
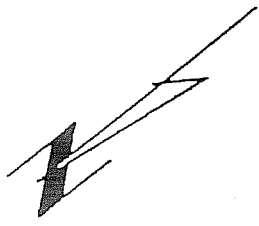
~~Landman Realty llc - www.TheLandman.net - 888-696-8695~~



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THE DELLS CLUB - PHASE III
WISCONSIN DELLS, WISCONSIN 53965

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM

SECOND AMENDMENT TO CONDOMINIUM PLAT

THE DELLS CLUB CONDOMINIUMS
SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
(Phase III)

WHEREAS, Dells Club Realty Corp., a Wisconsin corporation (the "Declarant"), as declarant and pursuant to the Wisconsin Condominium Ownership Act, executed a Declaration of Condominium dated June 11, 1979 affecting certain property in Adams County, Wisconsin (the "Declaration"), and caused the Declaration to be recorded on said date in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 273 of Records on pages 269-637 as Document No. 266527; and

WHEREAS, in Section 12(b) of the Declaration, Declarant reserved the right to amend the Declaration within 10 years from the date thereof to add to the Condominium any part or all of the land described in said section and the units constructed or to be constructed thereon; and

WHEREAS, pursuant to said Section 12(b) of the Declaration, Declarant executed a First Amendment to Declaration of Condominium dated November 20, 1980 and caused same to be recorded on November 26, 1980 in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 288 of Records on pages 576-80 as Document No. 274653 (the "First Amendment") and thereby added additional property and the units contained thereon to the Condominium; and

WHEREAS, Declarant now desires to add additional property and the units contained thereon to the Condominium;

NOW, THEREFORE, pursuant to Section 12(b) of the Declaration and Section 703.26 of the Wisconsin Condominium Ownership Act, Declarant hereby amends and restates the following portions of the Declaration:

1. Description of Land. The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located is in Adams County, Wisconsin, and is more particularly described as follows:

Lot 1 of Certified Survey Map No. 861 recorded in Volume 4 at page 137 and Lot 2 of Certified Survey Map No. 1006 recorded in Volume 4 at pages 372 and 373 and Lot 3 of Certified Survey Map No. 1238 recorded in Volume 5 at pages 239-40 of Adams County Certified Survey Maps.

2. Description of Buildings. Ten buildings containing 120 units are constructed, in the process of construction or in pre-construction phase upon the land with locations as shown on the Condominium Plat dated May 31, 1979 filed for record on June 11, 1979 in the Office of the Register of Deeds for Adams County, Wisconsin and the First Amendment to Condominium Plat (Phase II) and the Second Amendment to Condominium Plat (Phase III) also filed for record in said Office. The Condominium dwelling units in each of these buildings are called "units". These buildings from south to north are designated as "Walnut", "Oak", "Maple", "Cedar", "Aspen", "Birch", "Cherry", "Elm", "Fir" and "Hawthorn" as indicated on the Condominium Plat, the First Amendment to Condominium Plat (Phase II) and the Second Amendment to Condominium Plat (Phase III).

Each of these buildings consists of three modules with four units in each module for a total of 12 units. As to each building other than the Fir and Hawthorn buildings, the lower level of each module contains two units (one on each side); the second level of each module also contains two units (one on each side), and these units extend by means of a stairway to a third level containing a balcony of approximately 260 square feet. In the Fir and Hawthorn buildings, each module consists of four levels. The first and second level of each module contain two units (a two-level unit on each side). The third and fourth level of each module also contain two units (a two-level unit on each side), with the fourth level consisting of a balcony containing approximately 260 square feet. All the modules for all the buildings are substantially similar except that the length of the module which is furthest east on the Aspen, Birch, Walnut, Oak, Maple and Cedar buildings (containing units 1 through 4 in each building) is four feet shorter than the other two modules.

The principal materials of which the buildings are constructed are reinforced concrete foundation, wood frame construction, concrete and/or wood floors, drywall interior partitions, cedar trim, wood exterior and asphalt shingle roofing. Each unit is designed for an optional natural fireplace. Each unit has a separate electric baseboard heating system and an electric water heater. Air conditioning sleeves are provided for each unit. Electricity is metered separately for each unit. Water is provided from a central well and pressure system serving two or more buildings. The sanitary system for each building consists of septic tank(s) and leach bed, which may be a common or shared system for more than one building as to buildings added to the Condominium subsequently to those described on the Condominium Plat dated May 31, 1979. (The foregoing description of materials will apply to units contained in the Fir and Hawthorn buildings upon the completion of construction of such units.)

There are also five buildings ("Garage Buildings") which are common elements and which are shown on the First Amendment to Condominium Plat (Phase II) and the Second Amendment to Condominium Plat (Phase III) (see Section 5 of this Declaration for details).

3. Description of Units. (Unchanged).
4. Description of Common Elements. (Unchanged).
5. Description of Limited Common Elements.
 - (a) (Unchanged).

(b) The Garage Buildings contain a total of 36 divided cubicles ("Garage Spaces") which are intended for parking and/or storage of vehicles, boats and other items which are incidental to the residential purposes of the Condominium. Each Garage Space bears a number for identification as shown on the First Amendment to Condominium Plat (Phase II) and the Second Amendment to Condominium Plat (Phase III). All of the Garage Spaces are reserved and assigned initially for the exclusive use of Unit 3 in Cherry building. However, Declarant intends to transfer Garage Spaces for consideration to other units in the manner provided in the immediately following paragraph.

(Remaining material in this section is unchanged.)

6. Percentage Interests, Voting and Assessments.

(a) The undivided interest in the common elements (including limited common elements) appertaining to each unit is set forth in Exhibit A, attached to this Declaration.

(Remaining material in this section and the Declaration is unchanged).

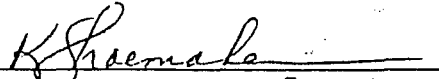
IN WITNESS WHEREOF, this Document has been executed
this 28th day of April, 1981.

DELLS CLUB REALTY CORP.,
a Wisconsin corporation

BY 

, President

Attest:


, Secretary

State of Wisconsin)
: SS
Adams County)

Personally came before me this _____ day of _____, 1981, the above named _____, President and _____, Secretary to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority, for the purposes therein contained.

(_____)
Notary Public, State of Wisconsin
My commission

This instrument was drafted by Attorney Bruce T. Block.

Please return to: Bruce T. Block
1800 Marine Plaza
Milwaukee, Wisconsin 53202

| | WALNUT | OAK | MAPLE | CEDAR | APSEN | BIRCH | CHERRY | ELM | FIR | HAWTHORN |
|---------|--------|-------|-------|-------|-------|-------|--------|-------|--------|----------|
| UNIT 1 | .6030 | .6030 | .6030 | .6030 | .6030 | .6030 | .6809 | .6809 | 1.2771 | 1.2771 |
| UNIT 2 | .7920 | .7920 | .7920 | .7920 | .7920 | .7920 | .9304 | .9304 | .9304 | .9304 |
| UNIT 3 | .6030 | .6030 | .6030 | .6030 | .6030 | .6030 | .6809 | .6809 | 1.0998 | 1.0998 |
| UNIT 4 | .7920 | .7920 | .7920 | .7920 | .7920 | .7920 | .9304 | .9304 | .9304 | .9304 |
| UNIT 5 | .6809 | .6809 | .6809 | .6809 | .6809 | .6809 | .6809 | .6809 | 1.0998 | 1.0998 |
| UNIT 6 | .9304 | .9304 | .9304 | .9304 | .9304 | .9304 | .9304 | .9304 | .9304 | .9304 |
| UNIT 7 | .6809 | .6809 | .6809 | .6809 | .6809 | .6809 | .6809 | .6809 | 1.0998 | 1.0998 |
| UNIT 8 | .9304 | .9304 | .9304 | .9304 | .9304 | .9304 | .9304 | .9304 | .9304 | .9304 |
| UNIT 9 | .6809 | .6809 | .6809 | .6809 | .6809 | .6809 | .6809 | .6809 | 1.0988 | 1.0988 |
| UNIT 10 | .9304 | .9304 | .9304 | .9304 | .9304 | .9304 | .9304 | .9304 | .9304 | .9304 |
| UNIT 11 | .6809 | .6809 | .6809 | .6809 | .6809 | .6809 | .6809 | .6809 | 1.2771 | 1.2771 |
| UNIT 12 | .9304 | .9304 | .9304 | .9304 | .9304 | .9304 | .9304 | .9304 | .9304 | .9304 |

EXHIBIT A

SECOND AMENDMENT TO CONDOMINIUM PLAT
THE DELLS CLUB - PHASE III

The undersigned hereby certifies that this Second Amendment to Condominium Plat consisting of this page and the following seven pages is a correct representation of Phase III of The Dells Club Condominiums, and that the identification and location of each unit and the common elements in such Phase III can be determined from this Second Amendment to Condominium Plat. This certification is made pursuant to section 703.11, Wisconsin Statutes. The original Plat was recorded in the office of the Register of Deeds for Adams County as Document No. 266528 and the First Amendment to Condominium Plat was recorded in the same office as Document No. 274654.

Dated _____, 198__.

Michael D. Goebel
Registered Land Surveyor #S-1241

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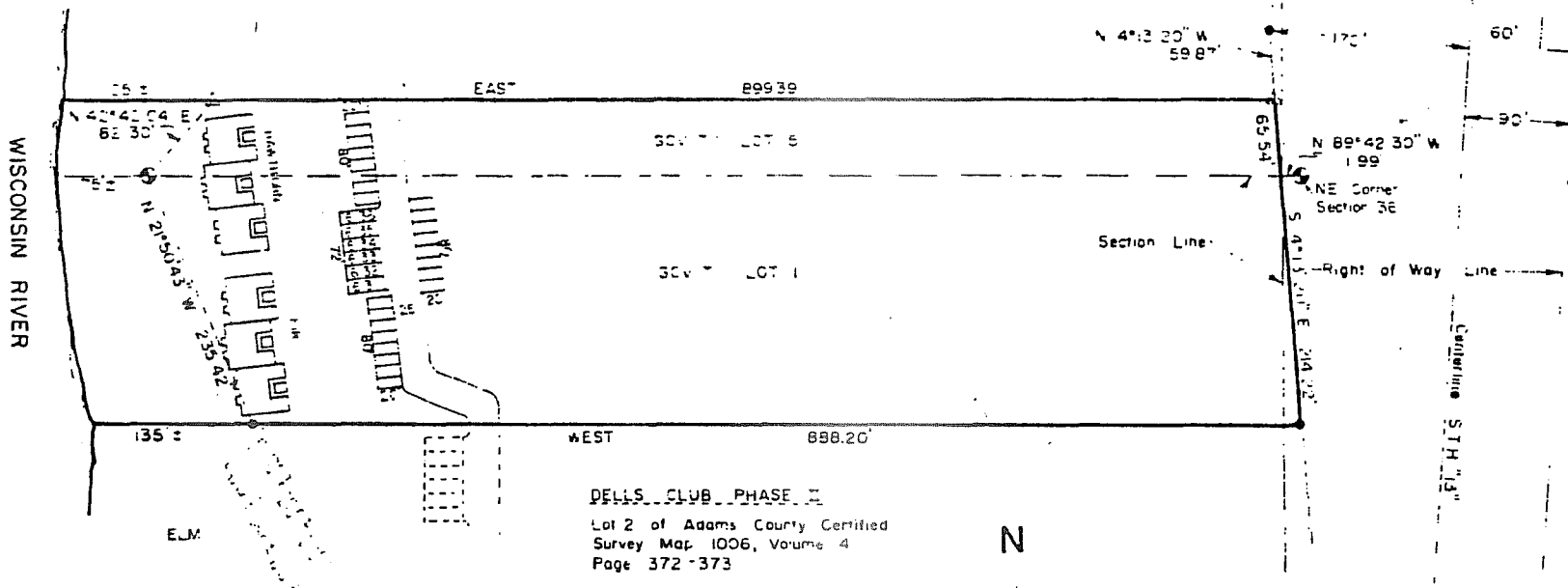
| <u>Description</u> | <u>Page</u> |
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| Survey of Phase III Property Described in the Declaration | 3 |
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| Fir and Hawthorn Buildings Level 2 | 5 |
| Fir and Hawthorn Buildings Level 3 | 6 |
| Fir and Hawthorn Buildings Level 4 (balcony) | 7 |
| General Outline of Land, Buildings and Common Elements of Condominium and Expansion Land | 8 |

This instrument was drafted by Bruce T. Block (1800 Marine Plaza, Milwaukee, Wisconsin 53202).

LOCATED PARTLY IN GOV'T LOT 1, SECTION 36,
PARTLY IN GOV'T. LOT 5, SECTION 25, IN T15N.,
R.5E., AND PARTLY IN THE NW 1/4 OF THE NW 1/4
OF SECTION 31, T.15N., R.6E., TOWN OF SPRINGVILLE,
ADAMS COUNTY, WISCONSIN.

Michael D. Goebel

Michael D. Goebel April 2, 1981
Registered Land Surveyor S-1241



MICHAEL D. GOEBEL, REGISTERED LAND SURVEYOR S-1241, HEREBY CERTIFY
THAT I HAVE SURVEYED AND MAPPED THE REAL ESTATE DESCRIBED AND
PICTURED HEREON; THAT THIS MAP IS A CORRECT REPRESENTATION OF
THE EXTERIOR BOUNDARIES OF THE LANDS AND THE DIMENSIONS OF
THE BUILDINGS AND IMPROVEMENTS; THAT THIS MAP REPRESENTS
LOT 3 CERTIFIED SURVEY MAP 1238, RECORDED IN VOLUME 5,
PAGE 239-240, OF ADAMS COUNTY CERTIFIED SURVEY MAPS.

APRIL 2, 1981

Michael D. Goebel
MICHAEL D. GOEBEL, R.L.S.



N

SCALE 1"=100'

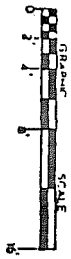
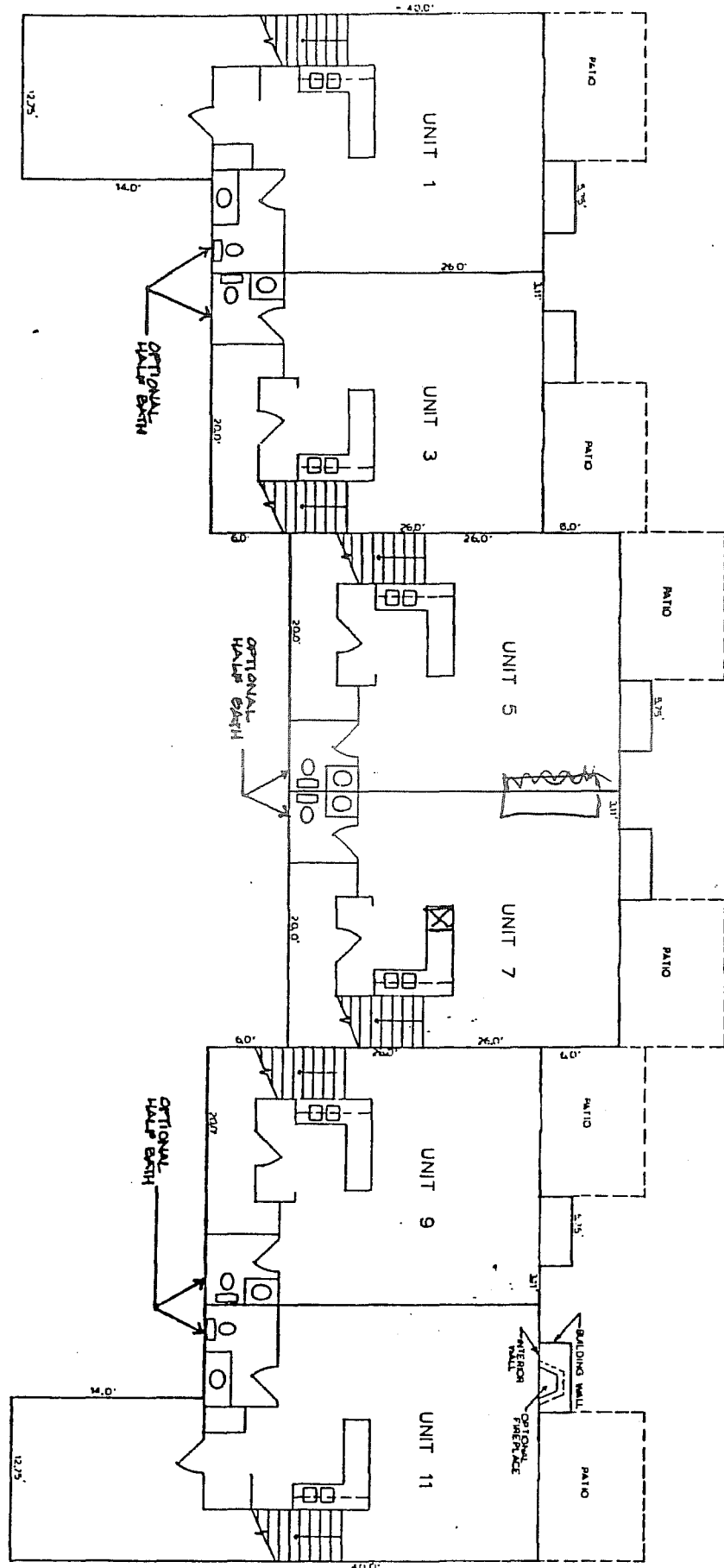


DELLES CLUB

PHASE III

LOCATED PARTLY IN GOV'T LOT 1, SECTION 36,
PARTLY IN GOV'T LOT 5, SECTION 25, T.15N.,
R.5E., AND PARTLY IN THE NW 1/4 OF THE NW 1/4
OF SECTION 31, T.15N., R.6E., TOWN OF
SPRINGVILLE, ADAMS COUNTY, WIS.

WESTBROOK ASSOCIATES, INC
CONSULTING ENGINEERS
Box 49, Plain Wis 53577

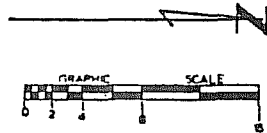
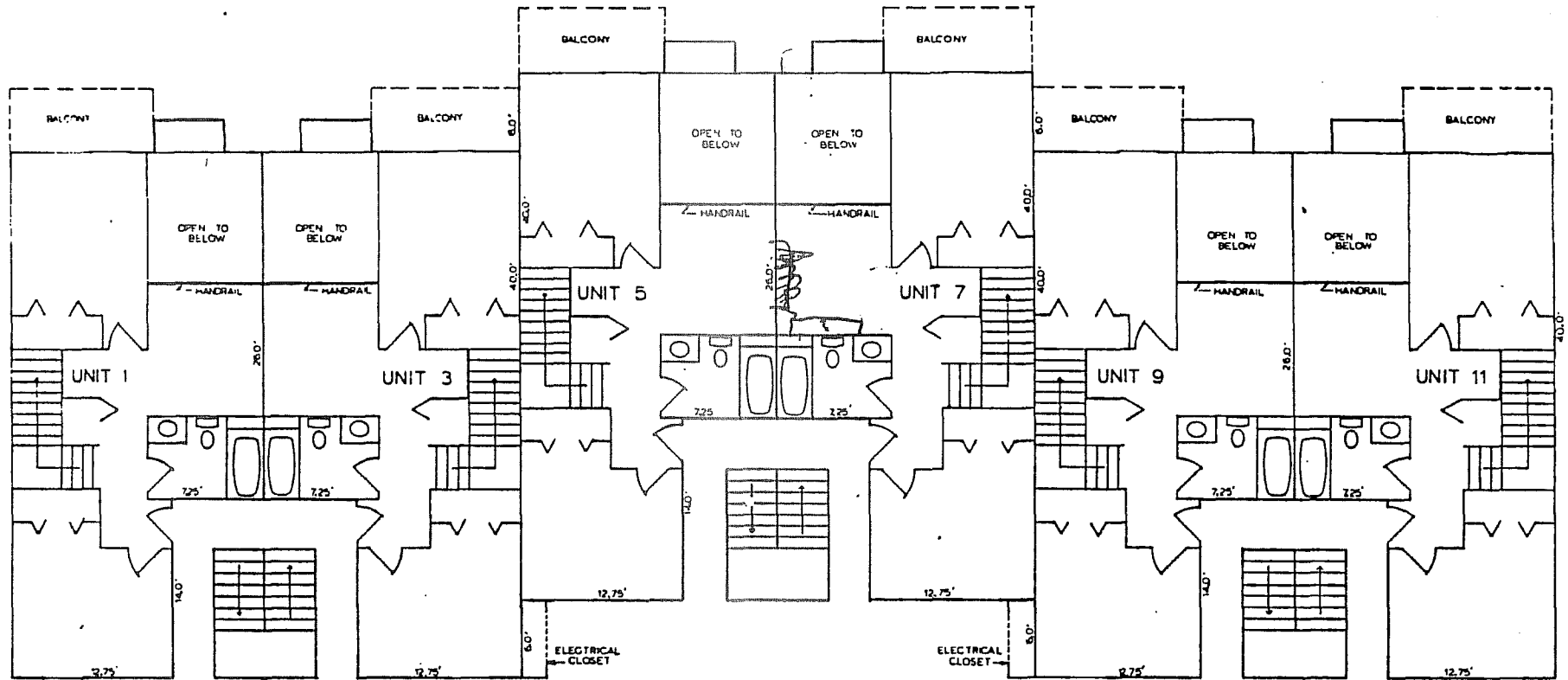


DOUTHITT ASSOCIATES INC.
ARCHITECTS & ENGINEERS

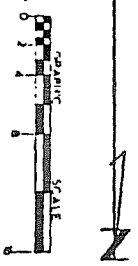
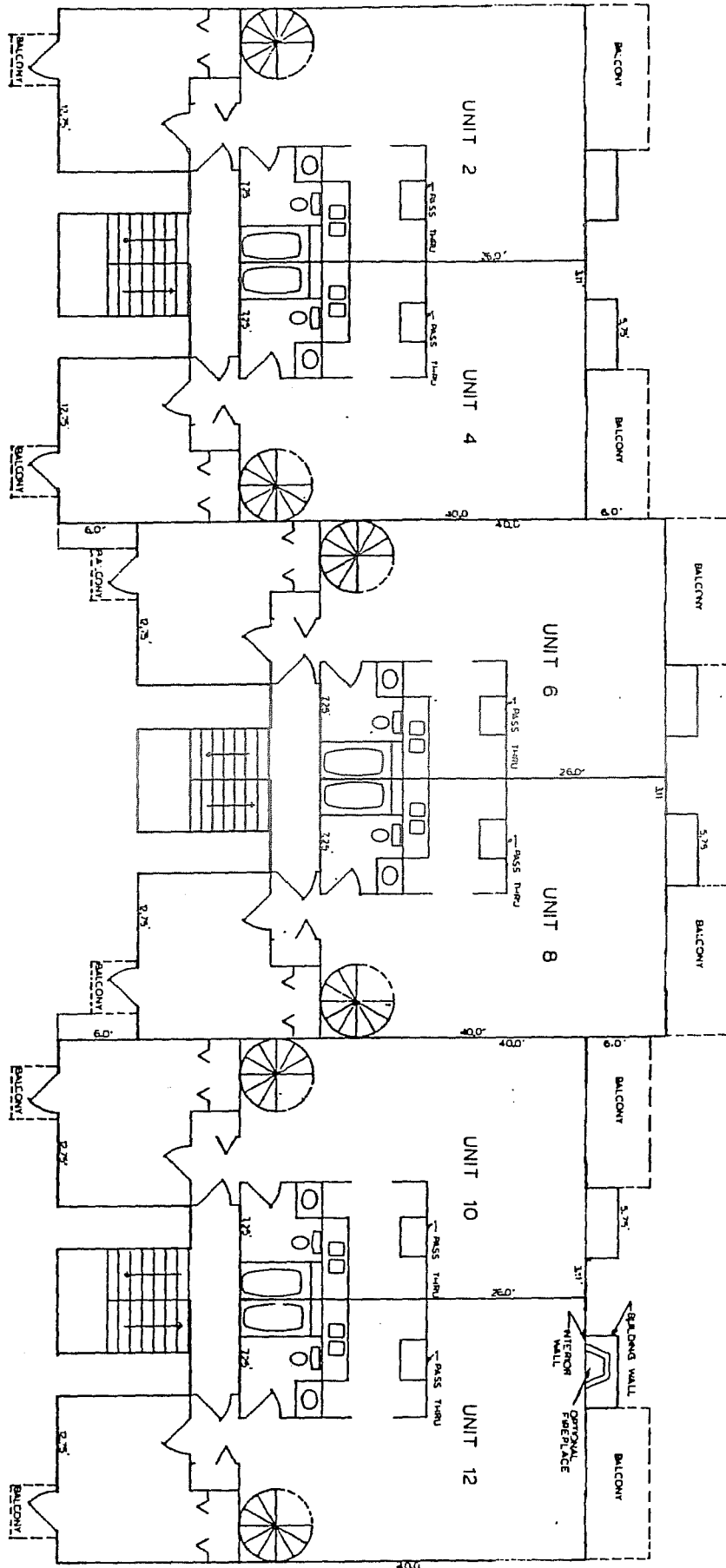
4412 STEVENS ROAD
MADISON WISCONSIN 53718
(608) 271-3441

THE DELLS CLUB

FR & HAWTHORNE BUILDINGS
LEVEL 1
DETAILS OF UNIT 1337A/B

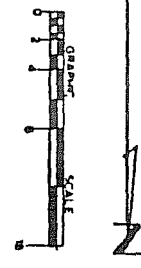
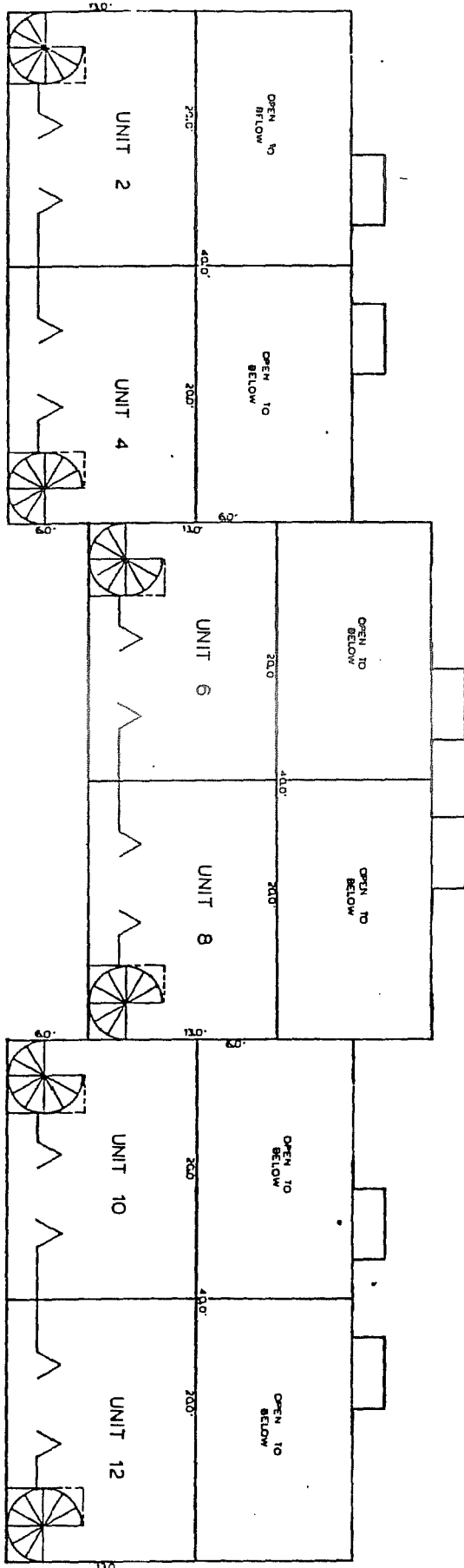


| DOUTHITT ASSOCIATES INC | | DELLS CLUB |
|-------------------------|--|-------------------------------|
| ARCHITECTS & ENGINEERS | | THE |
| 6815 1ST WISCONSIN ROAD | | FR & HAWTHORN BUILDINGS |
| (608) 271-1141 | | LEVEL 2 |
| MADISON WISCONSIN 53719 | | DETAILS OF UNITS 1,3,5,7,9,11 |



DOUGHTY ASSOCIATES INC
 ARCHITECTS & ENGINEERS
 4413 SILVERBROOK ROAD
 MADISON WISCONSIN 53718
 (608) 271-1141

DELLS CLUB
 THE
 FR & HARTSHORN BUILDINGS
 LEVEL 3
 OF UNITS 2-48819

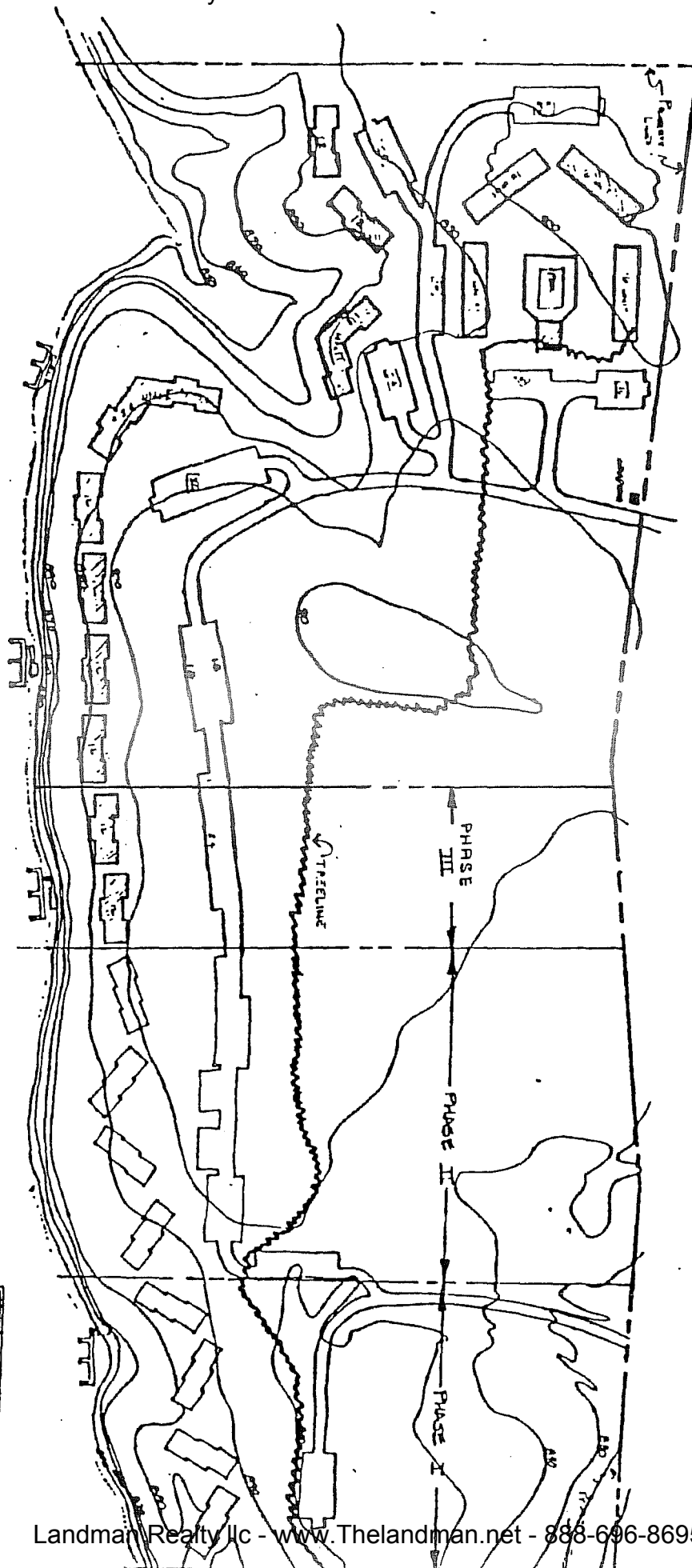


DOUGHTY ASSOCIATES INC
ARCHITECTS & ENGINEERS

4013 STEPHEN ROAD
MILWAUKEE WISCONSIN 53219
(408) 271-841

THE DELLS CLUB

Floor & Foundation Drawings
LEVEL 4
DETAILS OF UNITS 2, 4, 6, 8, 10, 12



MASTER PLAN
GOLF CLUB CONDOMINIUM
DESIGNED BY: [illegible]
[illegible]

THE DELLS CLUB - PHASE A

WISCONSIN DELLS, WISCONSIN 53965

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM

THIRD AMENDMENT TO CONDOMINIUM PLAT

277/8:35

THE DELLS CLUB CONDOMINIUMS
THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
(Phase A)

WHEREAS, Dells Club Realty Corp., a Wisconsin corporation (the "Declarant"), as declarant and pursuant to the Wisconsin Condominium Ownership Act, executed a Declaration of Condominium dated June 11, 1979 affecting certain property in Adams County, Wisconsin (the "Declaration"), and caused the Declaration to be recorded on said date in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 273 of Records on pages 629-637 as Document No. 266527; and

WHEREAS, in Section 12(b) of the Declaration, Declarant reserved the right to amend the Declaration within 10 years from the date thereof to add to the Condominium any part or all of the land described in said section and the units constructed or to be constructed thereon; and

WHEREAS, pursuant to said Section 12(b) of the Declaration, Declarant executed a First Amendment to Declaration of Condominium dated November 20, 1980 and a Second Amendment to Declaration of Condominium dated April 28, 1981 and caused same to be recorded on November 26, 1980 and on May 4, 1981, respectively, in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 288 of Records on pages 576-80 as Document No. 274653 and in Volume 292 of Records on pages 407-411 as Document No. 276658, respectively, and thereby added additional property and the units contained thereon to the Condominium; and

WHEREAS, Declarant now desires to add additional property and the units contained thereon to the Condominium;

NOW, THEREFORE, pursuant to Section 12(b) of the Declaration and Section 703.26 of the Wisconsin Condominium Ownership Act, Declarant hereby amends and restates the following portions of the Declaration:

1. Description of Land. The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located is in Adams County, Wisconsin, and is more particularly described on Exhibit B attached to this Declaration.

Register's Office } SS
ADAMS COUNTY, WIS.

Received for record the 7 day
of JUL A. D., 1981 at 11:10
o'clock A. M., and recorded in Vol.

2. Description of Buildings. Twelve buildings containing 144 units are constructed, in the process of construction or in pre-construction phase upon the land with locations as shown on the Condominium Plat dated May 31, 1979 filed for record on June 11, 1979 in the Office of the Register of Deeds for Adams County, Wisconsin and the First Amendment to Condominium Plat (Phase II), the Second Amendment to Condominium Plat (Phase III) and the Third Amendment to Condominium Plat (Phase A) also filed for record in said Office. The Condominium dwelling units in each of these buildings are called "units". The buildings in Phases I through III are designated from south to north as "Walnut", "Oak", "Maple", "Cedar", "Aspen", "Birch", "Cherry", "Elm", "Fir" and "Hawthorn" as indicated on the Condominium Plat, the First Amendment to Condominium Plat (Phase II) and the Second Amendment to Condominium Plat (Phase III). The buildings in Phase A are designated "Balsam" and "Spruce" as shown on the Third Amendment to Condominium Plat (Phase A).

Each of these buildings consists of three modules with four units in each module for a total of 12 units. As to each building other than the Fir, Hawthorn, Balsam and Spruce buildings, the lower level of each module contains two units (one on each side); the second level of each module also contains two units (one on each side), and these units extend by means of a stairway to a third level containing a balcony of approximately 260 square feet. In the Fir and Hawthorn buildings, each module consists of four levels. The first and second level of each module contain two units (a two-level unit on each side). The third and fourth level of each module also contain two units (a two-level unit on each side), with the fourth level consisting of a balcony containing approximately 260 square feet. In the Balsam and Spruce buildings, each module consists of two levels. The first level contains two units (one on each side) and the second level contains two units (one on each side).

The principal materials of which the buildings are or will be constructed are reinforced concrete foundation, wood frame construction, concrete and/or wood floors, drywall interior partitions, cedar trim, wood exterior and asphalt shingle roofing. Each unit is designed for an optional natural fireplace. Each unit has a separate electric baseboard heating system and an electric water heater. Air conditioning sleeves are provided for each unit. Electricity is metered separately for each unit. Water is provided from a central well and pressure system serving two or more buildings. The sanitary system for each building consists of septic tank(s) and leach bed, which may be a common

or shared system for more than one building as to buildings added to the Condominium subsequently to those described on the Condominium Plat dated May 31, 1979.

(Remaining material in this section and the Declaration is unchanged.)

IN WITNESS WHEREOF, this Document has been executed this _____ day of _____, 1981.

DELLS CLUB REALTY CORP.,
a Wisconsin corporation

By [Signature]
J.D. Bergman, President

Attest:

[Signature]
K. Shoemaker, Secretary

State of ~~Wisconsin~~ ^{Illinois})
Duggan : SS
Adams County)

Personally came before me this 17th day of June, 1981, the above named J.D. Bergman, President, and K. Shoemaker, Secretary, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority, for the purposes therein contained.

[Signature]
(Linda Sprague)
Notary Public, State of ~~Wisconsin~~ ^{Illinois}
My commission

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES JUNE 10
1982

This instrument was drafted by Attorney Bruce T. Block.

Please return to: Bruce T. Block
1800 Marine Plaza
Milwaukee, Wisconsin 53202

| | | | | | | |
|---|--|-------|-------|-------|-------|-------|
| | .5184 | .5184 | .5184 | .5184 | .5184 | .5184 |
| | Landman Realty llc - www.TheLandman.net - 888-696-8695 | | | | | |
| | .6811 | .6811 | .6811 | .6811 | .6811 | .6811 |
| | .5184 | .5184 | .5184 | .5184 | .5184 | .5184 |
| | .6811 | .6811 | .6811 | .6811 | .6811 | .6811 |
| | .5855 | .5855 | .5855 | .5855 | .5855 | .5855 |
| | .8002 | .8002 | .8002 | .8002 | .8002 | .8002 |
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| 2 | .8002 | .8002 | .8002 | .8002 | .8002 | .8002 |

CHERRY

Landman Realty llc - www.TheLandman.net - 888-696-8695

SPRUCE

| | | | | | |
|-------|-------|--------|--------|-------|-------|
| .5855 | .5855 | 1.0988 | 1.0988 | .6845 | .6845 |
| .8002 | .8002 | .8002 | .8002 | .6845 | .6845 |
| .5855 | .5855 | .9462 | .9462 | .4949 | .4949 |
| .8002 | .8002 | .8002 | .8002 | .4949 | .4949 |
| .5855 | .5855 | .9462 | .9462 | .6845 | .6845 |
| .8002 | .8002 | .8002 | .8002 | .6845 | .6845 |
| .5855 | .5855 | .9462 | .9462 | .6845 | .6845 |
| .8002 | .8002 | .8002 | .8002 | .6845 | .6845 |
| .5855 | .5855 | .9462 | .9462 | .4949 | .4949 |
| .8002 | .8002 | .8002 | .8002 | .4949 | .4949 |
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| .8002 | .8002 | .8002 | .8002 | .6845 | .6845 |

Landman Realty llc - www.TheLandman.net - 888-696-8695

EXHIBIT B

The land which is the subject of this Declaration and upon which, the buildings and improvements are and will be located is in Adams County, Wisconsin, and is more particularly described as follows:

1. Lot 1 of Certified Survey Map No. 861 recorded in Volume 4 at page 137 and Lot 2 of Certified Survey Map No. 1006 recorded in Volume 4 at pages 372 and 373 and Lot 3 of Certified Survey Map No. 1238 recorded in Volume 5 at pages 239-40 of Adams County Certified Survey Maps.

2.

a) A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N0°22'30"E along the section line, 893.43 feet; thence S88°00'W, 7.82 feet to the point of beginning; thence S88°00'W, 110.00 feet; thence N2°00'W, 245.00 feet; thence N88°00'E, 110.00 feet; thence S2°00'E, 245.00 feet to the point of beginning.

b) A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N0°22'30"E along the section line, 893.43 feet; thence S88°00'W 257.82 feet to the point of beginning; thence S88°00'W, 110.00 feet; thence N2°00'W, 245.00 feet; thence N88°00'E, 110.00 feet; thence S2°00'E, 245.00 feet to the point of beginning.

c) Also a road easement for ingress and egress to the above described parcels and located in GL5, Section 25, T15N, R5E and SW1/4-SW1/4 Section 30, T15N, R6E, Town of Springville, Adams County, Wisconsin bounded by the following described lined: Commencing at the southeast corner of said Section 25; thence N0°22'30"E along the section line, 893.43 feet; thence S88°00'W, 117.82 feet to the southwest corner of Spruce and the point of beginning; thence S88°00'W, 34.69 feet; thence southwesterly on a curve to the left, radius 20 feet, whose chord bears S41°30'W, 29.01 feet; thence S5°00'E, 85.91 feet; thence southeasterly on a curve to the left, radius 40 feet, whose chord bears S48°13'E, 54.78 feet; thence easterly on a curve to the right, radius 520 feet, whose chord bears

S88°43'E, 49.33 feet; thence S86°00'E, 133.63 feet to the westerly R/W line of STH 13; thence S7°09'20"W along said R/W line, 25.04 feet; thence N86°00'W, 132.25 feet; thence westerly on a curve to the left, radius 495 feet, whose chord bears S87°45'W, 107.78 feet; thence N5°00'W, 154.14 feet; thence northwesterly on a curve to the left, radius 20 feet, whose chord bears N48°30'W, 27.53 feet; thence S88°00'W, 40.21 feet to the southeast corner of Balsam; thence N2°00'W, 25.00 feet; thence N88°00'E, 140.00 feet; thence S2°00'E, 25.00 feet to the point of beginning.

| <u>Curve</u> | <u>Radius</u> | <u>Central Angle</u> | <u>Chord Bearing</u> | <u>Distance</u> |
|--------------|---------------|--------------------------|--------------------------|-----------------|
| A | 495' | 12°30' | N87°45'E | 107.78' |
| B | 520' | 5°26' | N88°43'W | 49.33' |
| C | 20' | 87°00' | N48°30'W | 27.53' |
| D | 20' | 93°00' | N41°30'E | 29.01' |
| E | 40' | 86°26' | N48°13'W | 54.78' |

277837

THIRD AMENDMENT TO CONDOMINIUM PLAT
THE DELLS CLUB - PHASE A

The undersigned hereby certifies that this Third Amendment to Condominium Plat consisting of this page and the following five pages is a correct representation of Phase A of The Dells Club Condominium, and that the identification and location of each unit and the common elements in such Phase A can be determined from this Third Amendment to Condominium Plat. This certification is made pursuant to section 703.11, Wisconsin Statutes. The original Plat was recorded in the office of the Register of Deeds for Adams County as Document No. 266528 and the First and Second Amendments to Condominium Plat were recorded in the same office as Document Nos. 274654 and 276659, respectively.

Dated May 19, 1981.

Kenneth G. Carlson
Kenneth G. Carlson
Registered Land Surveyor
No. S-742

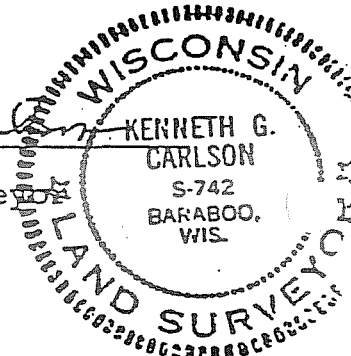


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| Balsam Building Level 2 | 7 |

This instrument was drafted by:
Bruce T. Block, Esq.
1800 Marine Plaza
Milwaukee, WI 53202

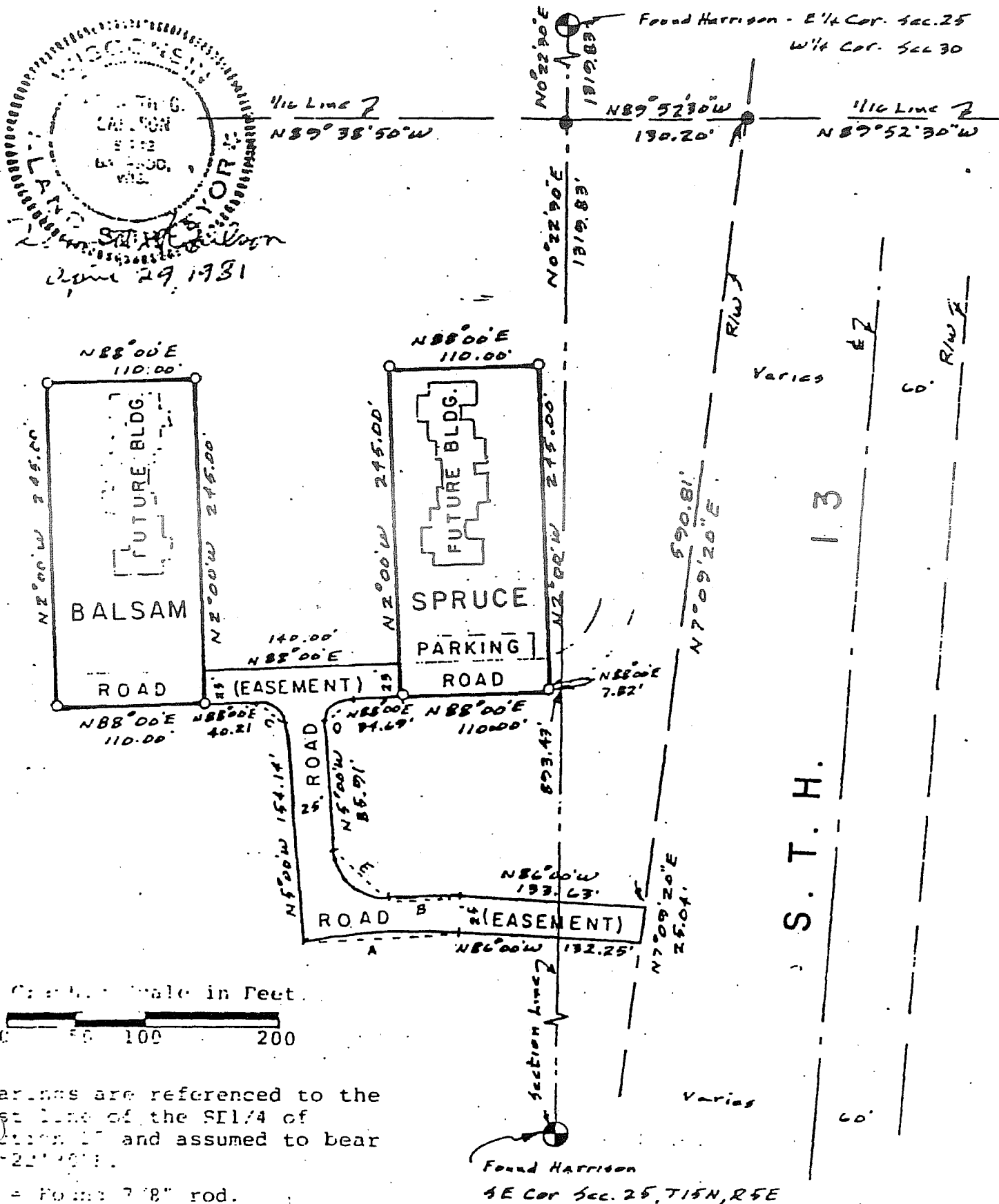
Register's Office { SS
ADAMS COUNTY, WIS.

Received for record the 7 day
of JUL A. D. 1981 at 11 40
o'clock A M., and recorded in Vol. 5 File

[Signature]
REGISTER

PHASE A

Town of Springville, Adams County, Wisconsin.

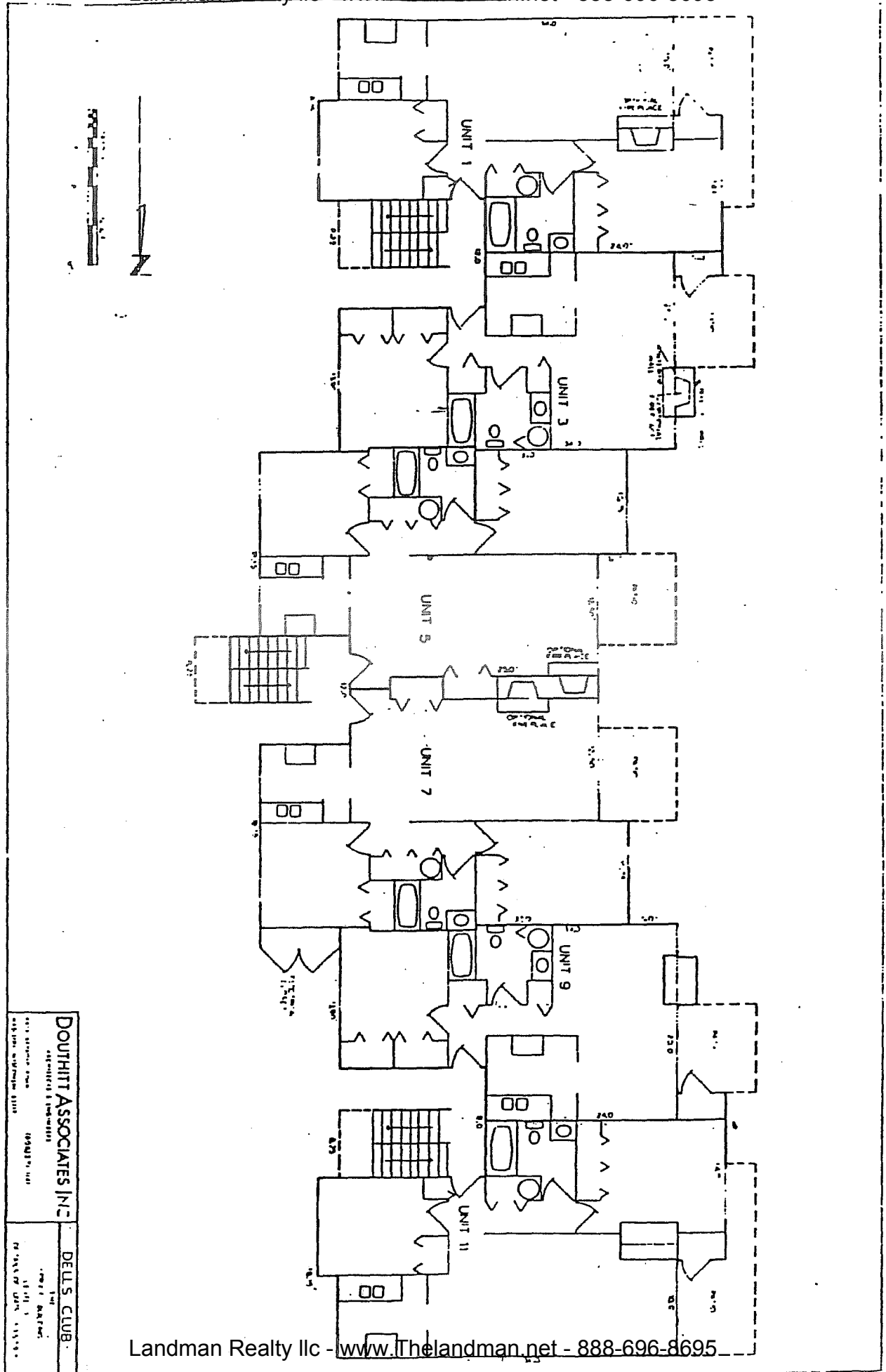


$\bullet = \text{rod} :: 7'8'' \text{ rod.}$

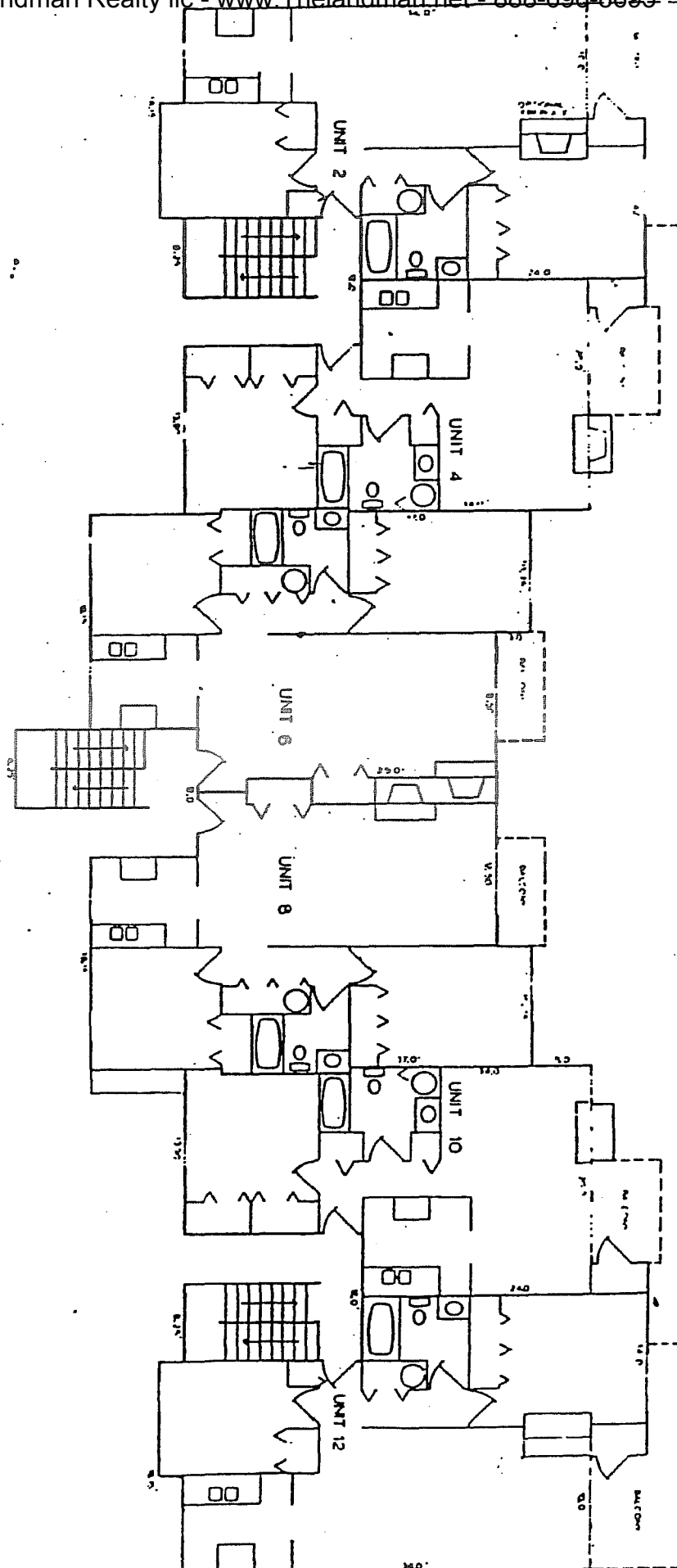
NE Cor Sec. 25, T15N, R5E

Landman Realty llc - www.TheLandman.net - 888-696-8695

Landmark Realty LLC -
 10000 Woodmont Road

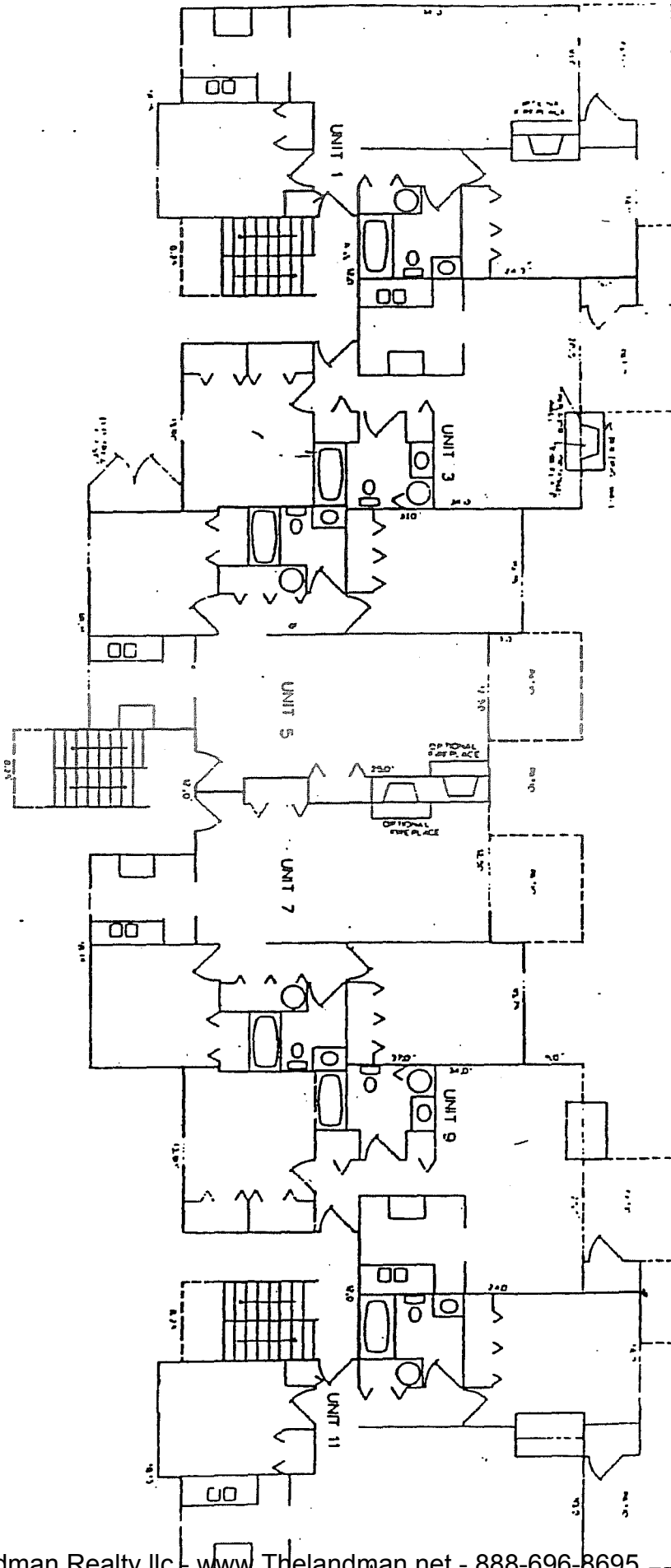


| | | |
|--|--|--|
| DOUTHITT ASSOCIATES INC. COMMERCIAL & INDUSTRIAL 1000 S. 10TH AVE. SUITE 100 OKLAHOMA CITY, OK 73106 | | DELLS CLUB 1001 N. 10TH AVE. SUITE 100 OKLAHOMA CITY, OK 73106 |
|--|--|--|

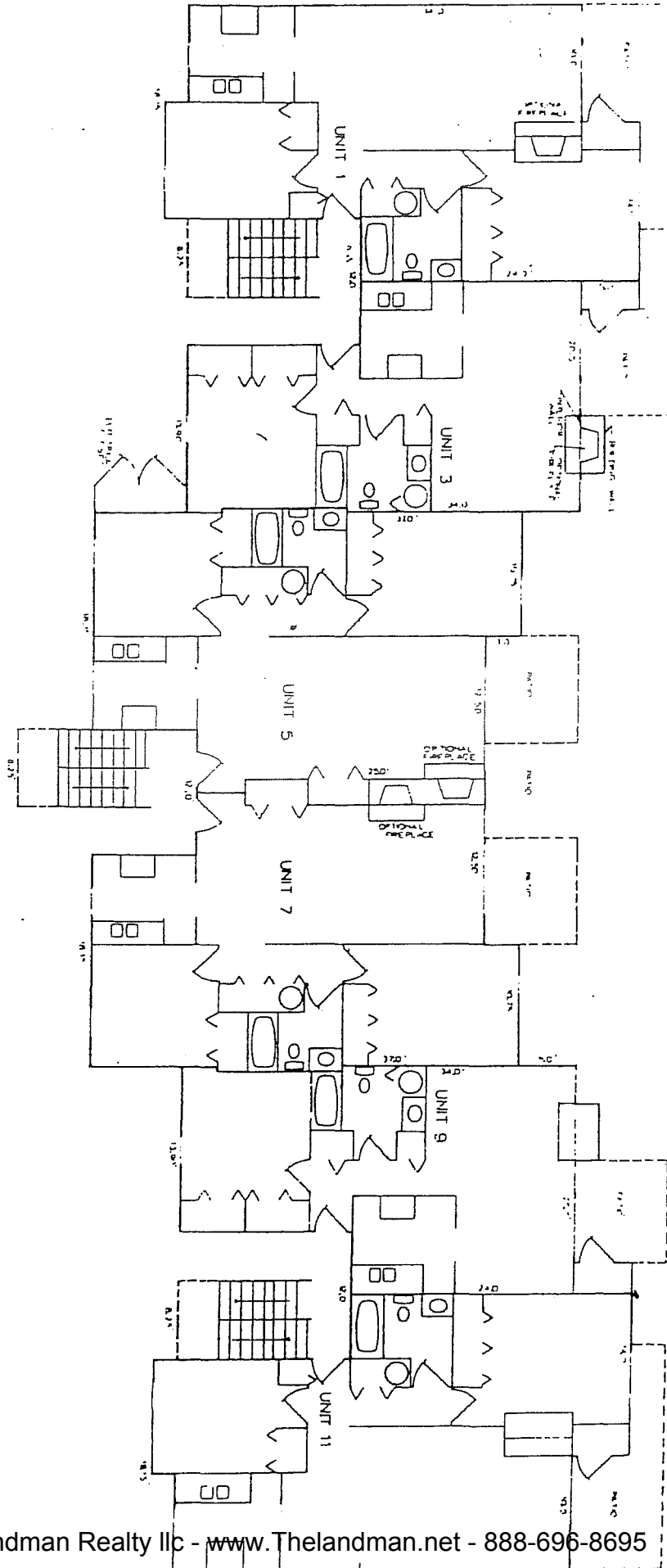


DOUGHTY ASSOCIATES INC.
 REAL ESTATE & MANAGEMENT
 101 E. STREET, SUITE 1000
 HOUSTON, TEXAS 77002-1000
 (713) 596-1111

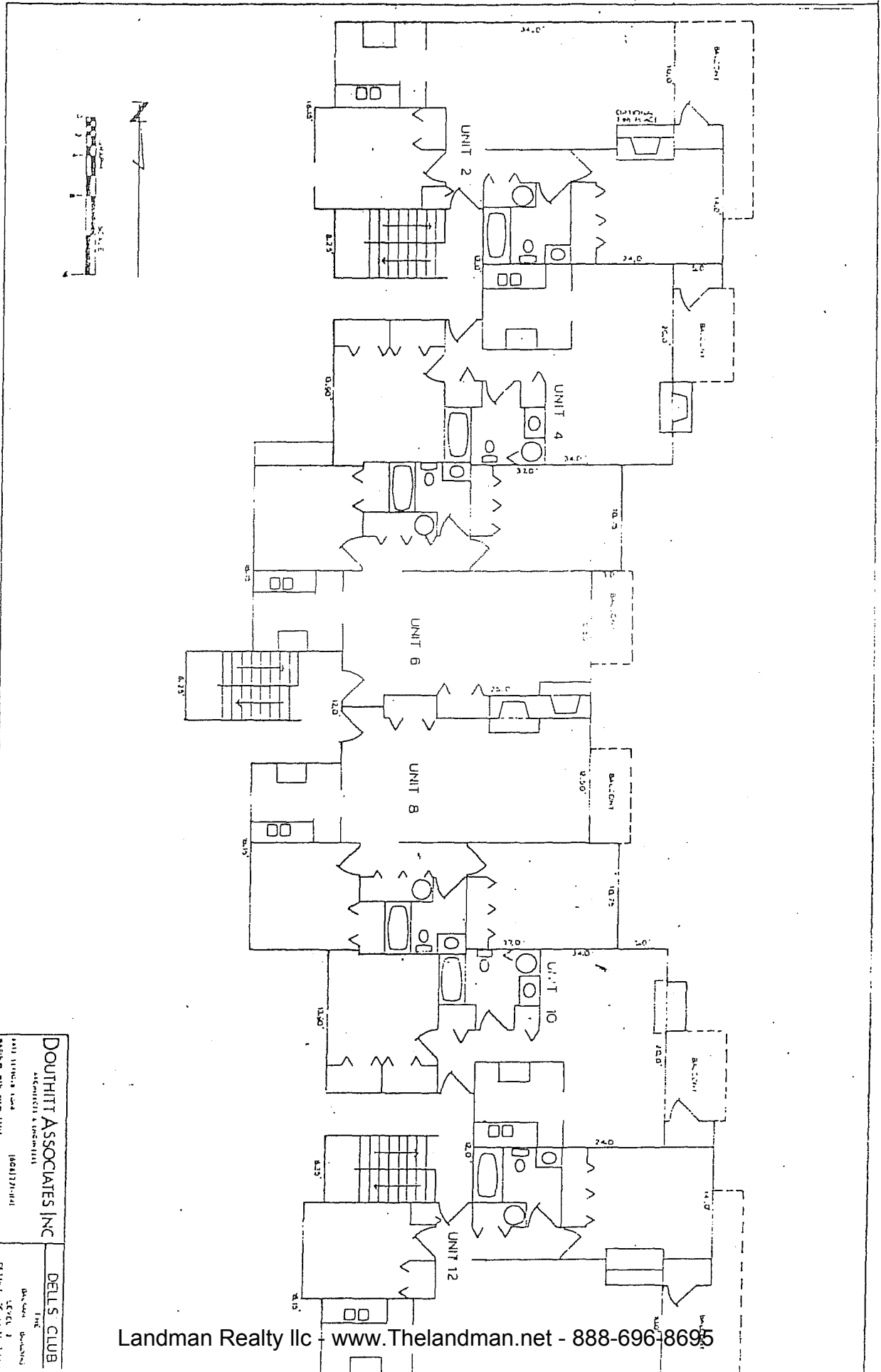
DELL'S CLUB



| | | | |
|------------------------------|--|---------------------|--|
| DOUGHT ASSOCIATES INC | | DELLS CLUB | |
| OFFICIALS & MEMBERS | | OFFICIALS & MEMBERS | |
| 10011111111 | | 10011111111 | |
| 10011111111 | | 10011111111 | |
| 10011111111 | | 10011111111 | |



| | | |
|--|--|---|
| DOUTHITT ASSOCIATES INC REALTY & MANAGEMENT 1111 DOWNS ROAD HOUSTON, TEXAS 77058 | | DELL'S CLUB 1111 DOWNS ROAD HOUSTON, TEXAS 77058 |
|--|--|---|



DOUGHTY ASSOCIATES INC.
 ATTORNEYS AT LAW
 1001 11TH AVE S.W.
 SEASIDE, WISCONSIN 53081
 (608) 777-1111

DELLS CLUB
 INC.
 1001 11TH AVE S.W.
 SEASIDE, WISCONSIN 53081
 (608) 777-1111

285,000

Vol 308 PAGE 552

FOURTH AMENDMENT TO DISCLOSURE MATERIALS

THE DELLS CLUB CONDOMINIUMS - PHASE IV
WISCONSIN DELLS, WISCONSIN 53965

Declarant:

Dells Club Realty Corp.
Route 2
Wisconsin Dells, WI 53965

1. The Declaration has been amended by a Fourth Amendment - Phase IV incorporating land north of Phases I, II and III upon which two buildings containing an additional 24 units will be located. A copy of the Fourth Amendment to Declaration of Condominium is attached.
2. A survey of Phase IV which shows the location of the buildings to be located on Phase IV and floor plans of the units in Phase IV are set forth on the Fourth Amendment to the Condominium Plat attached to these amended Disclosure Materials.

Recorded in Vol 308

of DEC A. D. 1982 at 9:40

o'clock A. M., and recorded in Vol

308 of Records page 552-559

Werrin H. Hurns By:

Julie A. Bockmuhl,

Deputy

THE DELLS CLUB CONDOMINIUMS
FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
(Phase IV)

WHEREAS, Dells Club Realty Corp., a Wisconsin corporation (the "Declarant"), as declarant and pursuant to the Wisconsin Condominium Ownership Act, executed a Declaration of Condominium dated June 11, 1979 affecting certain property in Adams County, Wisconsin (the "Declaration"), and caused the Declaration to be recorded on said date in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 273 of Records on pages 629-637 as Document No. 266527; and

WHEREAS, in Section 12(b) of the Declaration, Declarant reserved the right to amend the Declaration within 10 years from the date thereof to add to the Condominium any part or all of the land described in said section and the units constructed or to be constructed thereon; and

WHEREAS, pursuant to said Section 12(b) of the Declaration, Declarant executed a First Amendment to Declaration of Condominium dated November 20, 1980, a Second Amendment to Declaration of Condominium dated April 28, 1981 and a Third Amendment to Declaration of Condominium dated June 17, 1981 and caused same to be recorded on November 26, 1980, May 4, 1981 and July 7, 1981, respectively, in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 288 of Records on pages 576-80 as Document No. 274653, in Volume 292 of Records on pages 407-411 as Document No. 276658 and in Volume 294 of Records on pages 585-91 as Document No. 277836, respectively, and thereby added additional property and the units contained thereon to the Condominium; and

WHEREAS, Declarant now desires to add additional property and the units contained thereon to the Condominium;

NOW, THEREFORE, pursuant to Section 12(b) of the Declaration and Section 703.26 of the Wisconsin Condominium Ownership Act, Declarant hereby amends the Declaration as follows:

1. Exhibits A and B to the Declaration are restated and replaced by the Exhibits A and B attached to this Fourth Amendment to Declaration of Condominium.

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2. Paragraph 2 of the Declaration is restated as follows:

Description of Buildings. Fourteen buildings containing 168 units are constructed, in the process of construction or in pre-construction phase upon the land with locations as shown on the Condominium Plat dated May 31, 1979 filed for record on June 11, 1979 in the Office of the Register of Deeds for Adams County, Wisconsin and the First Amendment to Condominium Plat (Phase II), the Second Amendment to Condominium Plat (Phase III) the Third Amendment to Condominium Plat (Phase A) and the Fourth Amendment to Condominium Plat (Phase IV) also filed for record in said Office. The Condominium dwelling units in each of these buildings are called "units". The buildings in Phases I through IV are designated from south to north as "Walnut," "Oak," "Maple," "Cedar," "Aspen," "Birch," "Cherry," "Elm," "Fir," "Hawthorn," "Juniper" and "Locust" as indicated on the Condominium Plat, the First Amendment to Condominium Plat (Phase II), the Second Amendment to Condominium Plat (Phase III) and the Fourth Amendment to Condominium Plat (Phase IV). The buildings in Phase A are designated "Balsam" and "Spruce" as shown on the Third Amendment to Condominium Plat (Phase A). Until such time as Declarant conveys a unit in either the Juniper or Locust buildings to a purchaser, Declarant hereby reserves the right to modify the location of those buildings and the size and/or floor plans of the units contained in those buildings from the location of the buildings and the sizes and floor plans of the units contained therein as presently shown on the Fourth Amendment to Condominium Plat (Phase IV). In the event Declarant chooses to exercise this right, Declarant shall cause to be recorded an amendment to the Condominium Plat and if necessary, this Declaration, indicating the exact location of the Juniper and Locust buildings and the size and floor plans of the units contained therein.

(Remaining material in this section is unchanged.)

3. Paragraph 5(b) of the Declaration is restated as follows:

(b) The Garage Buildings contain a total of 54 divided cubicles ("Garage Spaces") which are intended for parking and/or storage of vehicles, boats and other items which are incidental to the residential purposes of the Condominium. Each Garage Space bears a number for identification as shown on the First Amendment to Condominium Plat (Phase II), the Second Amendment to Condominium Plat (Phase III) and the Fourth Amendment to Condominium Plat (Phase IV). All of the Garage Spaces are reserved and assigned initially for the exclusive use of Unit 11 in Fir Building. However, Declarant intends to transfer Garage Spaces for consideration to other units in the manner provided in the immediately following paragraph.

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(Remaining material in this section and in the Declaration is unchanged.)

IN WITNESS WHEREOF, this Document has been executed
this 15th day of December, 1982.

DELLS CLUB REALTY CORP.,
a Wisconsin corporation

BY

J.D. Bergman, President

Attest:

J.P. Pals, Asst. Secretary

State of _____)
 : SS
_____ County)

Personally came before me this _____ day of _____, 1982, the above named _____, President, and _____, Secretary, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority, for the purposes therein contained.

Notary Public, State of _____
My commission

This instrument was drafted by Attorney Bruce T. Block.

Please return to: Bruce T. Block
1800 Marine Plaza
Milwaukee, Wisconsin 53202

| | WALNUT | OAK | MAPLE | CEDAR | ASPEN | BIRCH | CHERRY |
|----|--------|-------|-------|-------|-------|-------|--------|
| 1 | .4416 | .4416 | .4416 | .4416 | .4416 | .4416 | .4987 |
| 2 | .5802 | .5802 | .5802 | .5802 | .5802 | .5802 | .6817 |
| 3 | .4416 | .4416 | .4416 | .4416 | .4416 | .4416 | .4987 |
| 4 | .5802 | .5802 | .5802 | .5802 | .5802 | .5802 | .6817 |
| 5 | .4987 | .4987 | .4987 | .4987 | .4987 | .4987 | .4987 |
| 6 | .6817 | .6817 | .6817 | .6817 | .6817 | .6817 | .6817 |
| 7 | .4987 | .4987 | .4987 | .4987 | .4987 | .4987 | .4987 |
| 8 | .6817 | .6817 | .6817 | .6817 | .6817 | .6817 | .6817 |
| 9 | .4987 | .4987 | .4987 | .4987 | .4987 | .4987 | .4987 |
| 10 | .6817 | .6817 | .6817 | .6817 | .6817 | .6817 | .6817 |
| 11 | .4987 | .4987 | .4987 | .4987 | .4987 | .4987 | .4987 |
| 12 | .6817 | .6817 | .6817 | .6817 | .6817 | .6817 | .6817 |

| | ELM | FIR | HAWTHORN | BALSAM | SPRUCE | JUNIPER | <i>Laurel</i> LOCUST |
|----|-------|-------|----------|--------|--------|---------|-------------------------|
| 1 | .4987 | .9360 | .9360 | .5830 | .5830 | .4987 | .4987 |
| 2 | .6817 | .6817 | .6817 | .5830 | .5830 | .6817 | .6817 |
| 3 | .4987 | .8060 | .8060 | .4216 | .4216 | .4987 | .4987 |
| 4 | .6817 | .6817 | .6817 | .4216 | .4216 | .6817 | .6817 |
| 5 | .4987 | .8060 | .8060 | .5830 | .5830 | .4987 | .4987 |
| 6 | .6817 | .6817 | .6817 | .5830 | .5830 | .6817 | .6817 |
| 7 | .4987 | .8060 | .8060 | .5830 | .5830 | .4987 | .4987 |
| 8 | .6817 | .6817 | .6817 | .5830 | .5830 | .6817 | .6817 |
| 9 | .4987 | .8060 | .8060 | .4216 | .4216 | .4987 | .4987 |
| 10 | .6817 | .6817 | .6817 | .4216 | .4216 | .6817 | .6817 |
| 11 | .4987 | .9360 | .9360 | .5830 | .5830 | .4987 | .4987 |
| 12 | .6817 | .6817 | .6817 | .5830 | .5830 | .6817 | .6817 |

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EXHIBIT A, continued

VOL 308 PAGE 558

EXHIBIT B

The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located is in Adams County, Wisconsin, and is more particularly described as follows:

1. Lot 1 of Certified Survey Map No. 861 recorded in Volume 4 at page 137 and Lot 2 of Certified Survey Map No. 1006 recorded in Volume 4 at pages 372 and 373 and Lot 3 of Certified Survey Map No. 1238 recorded in Volume 5 at pages 239-40 of Adams County Certified Survey Maps.

2. a) A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence $NO^{\circ}22'30"E$ along the section line, 893.43 feet; thence $S88^{\circ}00'W$, 7.82 feet to the point of beginning; thence $S88^{\circ}00'W$, 110.00 feet; thence $N2^{\circ}00'W$, 245.00 feet; thence $N88^{\circ}00'E$, 110.00 feet; thence $S2^{\circ}00'E$, 245.00 feet to the point of beginning.

b) A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence $NO^{\circ}22'30"E$ along the section line, 893.43 feet; thence $S88^{\circ}00'W$ 257.82 feet to the point of beginning; thence $S88^{\circ}00'W$, 110.00 feet; thence $N2^{\circ}00'W$, 245.00 feet; thence $N88^{\circ}00'E$, 110.00 feet; thence $S2^{\circ}00'E$, 245.00 feet to the point of beginning.

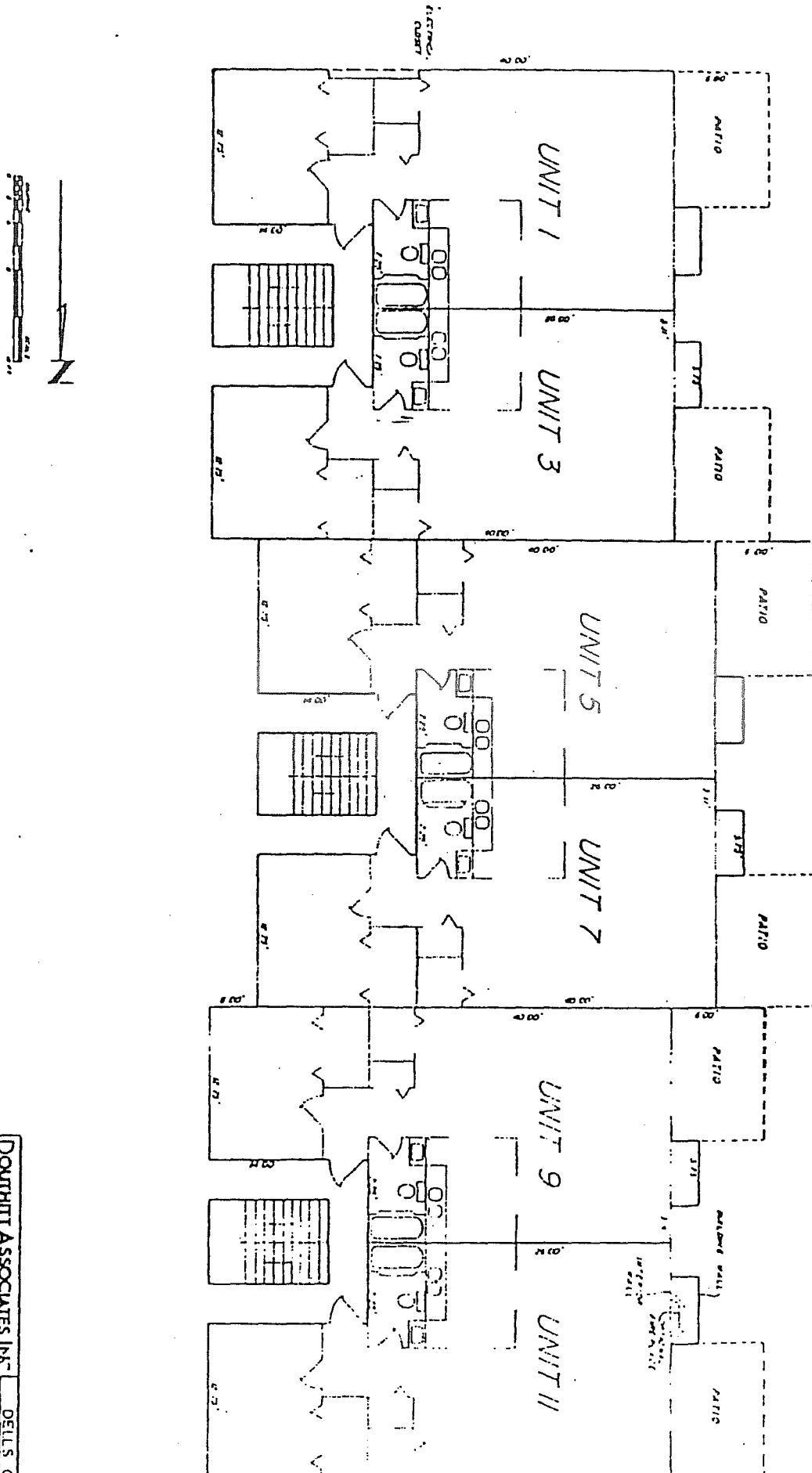
c) Also a road easement for ingress and egress to the above described parcels and located in GL 5, Section 25, T15N, R5E and SW1/4-SW1/4 Section 30, T15N, R6E, Town of Springville, Adams County, Wisconsin bounded by the following described lines: Commencing at the southeast corner of said Section 25; thence $NO^{\circ}22'30"E$ along the section line, 893.43 feet; thence $S88^{\circ}00'W$, 117.82 feet to the southwest corner of Spruce and the point of beginning; thence $S88^{\circ}00'W$, 34.69 feet; thence southwesterly on a curve to the left, radius 20 feet, whose chord bears $S41^{\circ}30'W$, 29.01 feet; thence $S5^{\circ}00'E$, 85.91 feet; thence southeasterly on a curve to the left, radius 40 feet, whose chord bears $S48^{\circ}13'E$, 54.78 feet; thence easterly on a curve to the right, radius 520 feet, whose chord bears $S88^{\circ}43'E$, 49.33 feet; thence $S86^{\circ}00'E$, 133.63 feet to the westerly R/W line of STH 13; thence $S7^{\circ}09'20"W$ along said R/W

VOL 308 PAGE 559

line, 25.04 feet; thence N86°00'W, 132.25 feet; thence westerly on a curve to the left, radius 495 feet, whose choro bears S87°45'W, 107.78 feet; thence N5°00'W, 154.14 feet; thence northwesterly on a curve to the left, radius 20 feet, whose chord bears N48°30'W, 27.53 feet; thence S88°00'W, 40.21 feet to the southwest corner of Balsam; thence N2°00'W, 25.00 feet; thence N88°00'E, 140.00 feet; thence S2°00'E, 25.00 feet to the point of beginning.

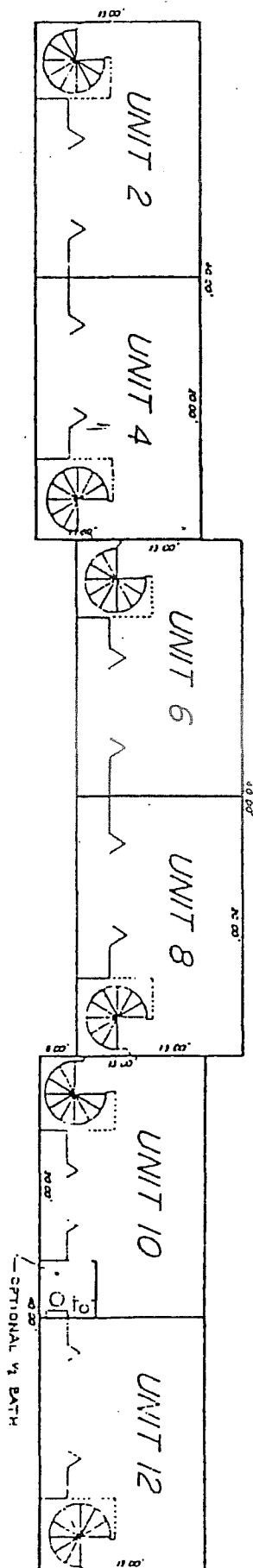
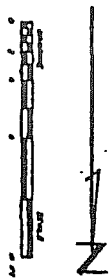
| <u>Curve</u> | <u>Radius</u> | <u>Central Angle</u> | <u>Choro Bearing</u> | <u>Distance</u> |
|--------------|---------------|--------------------------|--------------------------|-----------------|
| A | 495' | 12°30' | N87°45'E | 107.78' |
| B | 520' | 5°26' | N88°43'W | 49.33' |
| C | 20' | 87°00' | N48°30'W | 27.53' |
| D | 20' | 93°00' | N41°30'E | 29.01' |
| E | 40' | 86°26' | N48°13'W | 54.78' |

3. A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the northeast corner of Certified Survey Map No. 1238: thence West 569.32 feet to the point of beginning; thence continuing West 407.00 feet to the beginning of a meander line along the Wisconsin River, also being 50 feet, more or less from the waters edge; thence North along said meander line, 286.20 feet to the end of the meander line, also being 55 feet, more or less from said waters edge; thence East, 407.00 feet; thence South 286.20 feet to the point of beginning. Including all land lying between the meander line and the waters edge. Contains 3.00 acres more or less.

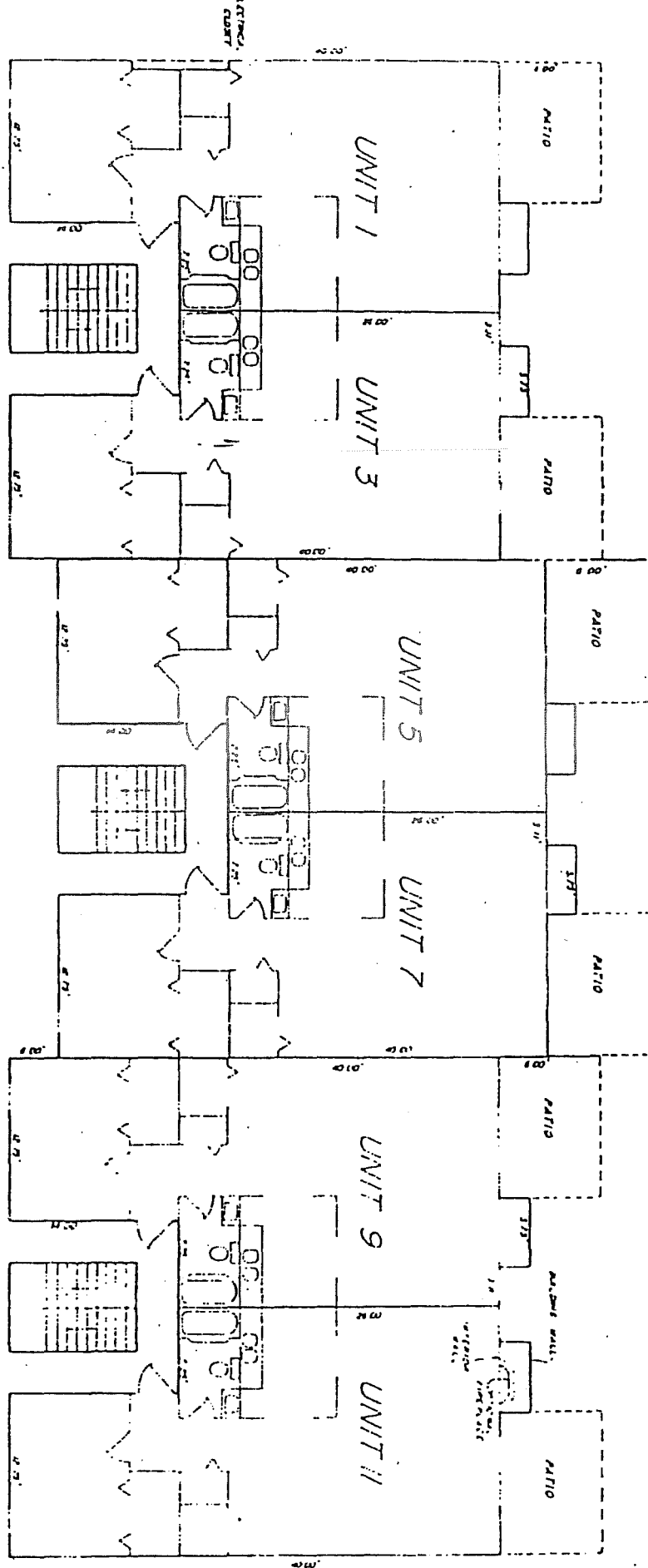
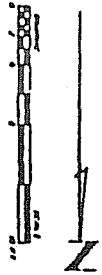


DOUGHTY ASSOCIATES INC.
 1010 E. 10th Ave. Suite 100
 Anchorage, Alaska 99501
 Phone: (907) 561-1111
 Fax: (907) 561-1112
 Email: info@doughtyassociates.com

DELLS CLUB
 LOCUST BUILDING
 1010 E. 10th Ave. Suite 100
 Anchorage, Alaska 99501

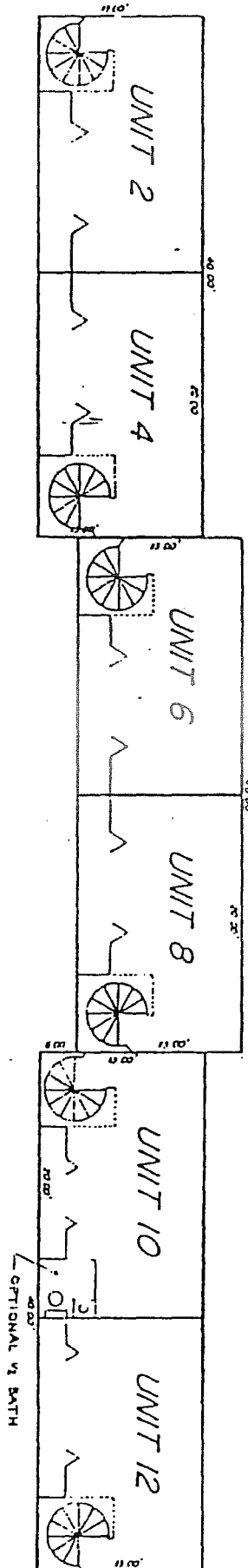


| | |
|---|---|
| DOUGHERTY ASSOCIATES INC Commercial & Industrial 1010 N. Highway 100 Suite 100 Oklahoma City, Oklahoma 73104 | DELLS CLUB The LOCUST BUILDING Level 3 1010 N. Highway 100 Oklahoma City, Oklahoma 73104 |
|---|---|



DOUGHTY ASSOCIATES INC.
 1111 11th St NW
 NW 11th St NW
 ALBANY, GA 31706-1111

DELL'S CLUB
 1111 11th St NW
 JUNIPER BUILDING
 SUITE 1111
 ALBANY, GA 31706-1111



DOUGHERTY ASSOCIATES INC.
ARCHITECTS & INTERIORS

DELLS CLUB
THE JUMPER BUILDING
1000 S. 10TH ST.
DETROIT, MI 48206-1010

THE DELLS CLUB - PHASE C

WISCONSIN DELLS, WISCONSIN 53965

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM

FIFTH AMENDMENT TO CONDOMINIUM PLAT

VOL 167 PAGE 70

THE DELLS CLUB CONDOMINIUMS
FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
(Phase C)

WHEREAS, Dells Club Realty Corp., a Wisconsin corporation (the "Declarant"), as declarant and pursuant to the Wisconsin Condominium Ownership Act, executed a Declaration of Condominium dated June 11, 1979 affecting certain property in Adams County, Wisconsin (the "Declaration"), and caused the Declaration to be recorded on said date in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 273 of Records on pages 629-637 as Document No. 266527; and

WHEREAS, in Section 12(b) of the Declaration, Declarant reserved the right to amend the Declaration within 10 years from the date thereof to add to the Condominium any part or all of the land described in said section and the units constructed or to be constructed thereon; and

WHEREAS, pursuant to said Section 12(b) of the Declaration, Declarant executed a First Amendment to Declaration of Condominium dated November 20, 1980, a Second Amendment to Declaration of Condominium dated April 28, 1981, a Third Amendment to Declaration of Condominium dated June 17, 1981 and a Fourth Amendment to Declaration of Condominium dated December 15, 1982 and caused same to be recorded on November 26, 1980, May 4, 1981, July 7, 1981 and December 29, 1982, respectively, in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 288 of Records on pages 576-80 as Document No. 274653, in Volume 292 of Records on pages 407-411 as Document No. 276658, in Volume 294 of Records on pages 585-91 as Document No. 277836 and in Volume 304 of Records on pages 552-559 as Document No. 285608, respectively, and thereby added additional property and the units contained thereon to the Condominium; and

WHEREAS, Declarant now desires to add additional property and the units contained thereon to the Condominium;

NOW, THEREFORE, pursuant to Section 12(b) of the Declaration and Section 703.26 of the Wisconsin Condominium Ownership Act, Declarant hereby amends the Declaration as follows:

1. Exhibits A and B to the Declaration are restated and replaced by the Exhibits A and B attached to this Fifth Amendment to Declaration of Condominium.

FIFTH AMENDMENT TO DISCLOSURE MATERIALS

THE DELLS CLUB CONDOMINIUMS - PHASE C
WISCONSIN DELLS, WISCONSIN 53965

Declarant:

Dells Club Realty Corp.
Route 2
Wisconsin Dells, WI 53965

1. The Declaration has been amended by a Fifth Amendment - Phase C incorporating additional land upon which one building containing a maximum of an additional 12 units will be located. A copy of the Fifth Amendment to Declaration of Condominium is attached.
2. A survey of Phase C which shows the location of the building to be located on Phase C and floor plans of the units in Phase C are set forth on the Fifth Amendment to the Condominium Plat attached to these amended Disclosure Materials.

Register's Office } SS
ADAMS COUNTY, WIS.

Received for record the 24 day
of MAY A. D., 1985 at 11:45
o'clock A. M., and recorded in Vol.

187 of MR. page 69-78

B. J. G. Tarnick
REGISTERED

12. Paragraph 2 of the Declaration is restated as follows:

Description of Buildings. Fifteen buildings containing 180 units are constructed, in the process of construction or in pre-construction phase upon the land with locations as shown on the Condominium Plat dated May 31, 1979 filed for record on June 11, 1979 in the Office of the Register of Deeds for Adams County, Wisconsin and the First Amendment to Condominium Plat (Phase II), the Second Amendment to Condominium Plat (Phase III), the Third Amendment to Condominium Plat (Phase A), the Fourth Amendment to Condominium Plat (Phase IV) and the Fifth Amendment to Condominium Plat (Phase C) also filed for record in said Office. The Condominium dwelling units in each of these buildings are called "units". The buildings in Phases I through IV are designated from south to north as "Walnut," "Oak," "Maple," "Cedar," "Aspen," "Birch," "Cherry," "Elm," "Fir," "Hawthorn," "Juniper" and "Locust" as indicated on the Condominium Plat, the First Amendment to Condominium Plat (Phase II), the Second Amendment to Condominium Plat (Phase III) and the Fourth Amendment to Condominium Plat (Phase IV). The buildings in Phase A are designated "Balsam" and "Spruce" as shown on the Third Amendment to Condominium Plat (Phase A). The building in Phase C is designated "Pine" as shown on the Fifth Amendment to Condominium Plat (Phase C). Until such time as Declarant conveys a unit in either the Juniper or Locust buildings to a purchaser, Declarant hereby reserves the right to modify the location of those buildings and the size and/or floor plans of the units contained in those buildings from the location of the buildings and sizes and floor plans of the units contained therein as presently shown on the Fourth Amendment to Condominium Plat (Phase IV). Declarant hereby further reserves the right up until completion of construction of the Pine building to modify the number of units located in such building and to modify the size and/or floor plans of the units contained therein as presently shown on the Fifth Amendment to Condominium Plat (Phase C). In the event Declarant chooses to exercise any of the above rights, Declarant shall cause to be recorded an amendment to the Condominium Plat and, if

,

(Remaining material in this section and the Declaration is unchanged.)


IN WITNESS WHEREOF, this Document has been executed
this 19th day of APRIL, 1985.

DELLS CLUB REALTY CORP.,
a Wisconsin corporation

BY President

Attest:

Attest:



1857 Secretary

State of ILLINOIS)
)
) SS
COOK County)

Personally came before me this 17th day of June, 1985, the above-named J. D. [illegible], President, and J. [illegible], Secretary, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority, for the purposes therein contained.

Notary Public, State of IL
My commission expires 12/31/14

This instrument was drafted by Attorney Bruce T. Block.

Please return to: Bruce T. Block
111 East Wisconsin Avenue,
Suite 1800
Milwaukee, WI 53202

107 73

107 73

| | MAPLE | SPRING | SPRING | SPRING | SPRING | SPRING | SPRING | SPRING | SPRING | SPRING | SPRING | SPRING | SPRING | SPRING |
|-----|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 1. | .4140 | .4140 | .4140 | .4140 | .4140 | .4140 | .4676 | .4676 | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 |
| 2. | .5439 | .5439 | .5439 | .5439 | .5439 | .5439 | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 |
| 3. | .4140 | .4140 | .4140 | .4140 | .4140 | .4140 | .4676 | .4676 | .7556 | .7556 | .3952 | .3952 | .3952 | .4676 |
| 4. | .5439 | .5439 | .5439 | .5439 | .5439 | .5439 | .6391 | .6391 | .6391 | .6391 | .3952 | .3952 | .3952 | .6391 |
| 5. | .4676 | .4676 | .4676 | .4676 | .4676 | .4676 | .4676 | .4676 | .7556 | .7556 | .5466 | .5466 | .5466 | .4676 |
| 6. | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 | .5466 | .5466 | .5466 | .6391 |
| 7. | .4676 | .4676 | .4676 | .4676 | .4676 | .4676 | .4676 | .4676 | .7556 | .7556 | .5466 | .5466 | .5466 | .4676 |
| 8. | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 | .5466 | .5466 | .5466 | .6391 |
| 9. | .4676 | .4676 | .4676 | .4676 | .4676 | .4676 | .4676 | .4676 | .7556 | .7556 | .3952 | .3952 | .5466 | .4676 |
| 10. | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 | .3952 | .3952 | .5466 | .6391 |
| 11. | .4676 | .4676 | .4676 | .4676 | .4676 | .4676 | .4676 | .4676 | .7556 | .7556 | .5466 | .5466 | .5466 | .4676 |
| 12. | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 | .6391 | .5466 | .5466 | .5466 | .6391 |

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EXHIBIT B

The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located is in Adams County, Wisconsin, and is more particularly described as follows:

1. Lot 1 of Certified Survey Map No. 861 recorded in Volume 4 at page 137 and Lot 2 of Certified Survey Map No. 1006 recorded in Volume 4 at pages 372 and 373 and Lot 3 of Certified Survey Map No. 1238 recorded in Volume 5 at pages 239-40 of Adams County Certified Survey Maps.

2. a) A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence $NO^{\circ}22'30''E$ along the section line, 893.43 feet; thence $S88^{\circ}00'W$, 7.82 feet to the point of beginning; thence $S88^{\circ}00'W$, 110.00 feet; thence $N2^{\circ}00'W$, 245.00 feet; thence $N88^{\circ}00'E$, 110.00 feet; thence $S2^{\circ}00'E$, 245.00 feet to the point of beginning.

b) A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence $NO^{\circ}22'30''E$ along the section line, 893.43 feet; thence $S88^{\circ}00'W$ 257.82 feet to the point of beginning; thence $S88^{\circ}00'W$, 110.00 feet; thence $N2^{\circ}00'W$, 245.00 feet; thence $N88^{\circ}00'E$, 110.00 feet; thence $S2^{\circ}00'E$, 245.00 feet to the point of beginning.

c) Also a road easement for ingress and egress to the above described parcels and located in GL 5, Section 25, T15N, R5E and SW1/4-SW1/4 Section 30, T15N, R6E, Town of Springville, Adams County, Wisconsin bounded by the following described lines: Commencing at the southeast corner of said Section 25; thence $NO^{\circ}22'30''E$ along the section line, 893.43 feet; thence $S88^{\circ}00'W$, 117.82 feet to the southwest corner of Spruce and the point of beginning; thence $S88^{\circ}00'W$, 34.69 feet; thence southwesterly on a curve to the left, radius 20 feet, whose chord bears $S41^{\circ}30'W$, 29.01 feet; thence $S5^{\circ}00'E$, 85.91 feet; thence southeasterly on a curve to the left, radius 40 feet, whose chord bears $S48^{\circ}13'E$, 54.78 feet; thence easterly on a curve to the right, radius 520 feet, whose chord bears $S88^{\circ}43'E$, 49.33 feet; thence $S86^{\circ}00'E$, 133.63 feet to the westerly R/W line of STH 13; thence $S7^{\circ}09'20''W$ along said R/W line, 25.04 feet; thence $N86^{\circ}00'W$, 132.25 feet; thence westerly on a curve to the left, radius 495 feet, whose chord bears

S87°45'W, 107.78 feet; thence N5°00'W, 154.14 feet; thence northwesterly on a curve to the left, radius 20 feet, whose chord bears N48°30'W, 27.53 feet; thence S88°00'W, 40.21 feet to the southwest corner of Balsam; thence N2°00'W, 25.00 feet; thence N88°00'E, 140.00 feet; thence S2°00'E, 25.00 feet to the point of beginning.

| <u>Curve</u> | <u>Radius</u> | <u>Central Angle</u> | <u>Chord Bearing</u> | <u>Distance</u> |
|--------------|---------------|----------------------|----------------------|-----------------|
| A | 495' | 12°30' | N87°45'E | 107.78' |
| B | 520' | 5°26' | N88°43'W | 49.33' |
| C | 20' | 87°00' | N48°30'W | 27.53' |
| D | 20' | 93°00' | N41°30'E | 29.01' |
| E | 40' | 86°26' | N48°13'W | 54.78' |

3. A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the northeast corner of Certified Survey Map No. 1238: thence West 569.32 feet to the point of beginning; thence continuing West 407.00 feet to the beginning of a meander line along the Wisconsin River, also being 50 feet, more or less from the waters edge; thence North along said meander line, 286.20 feet to the end of the meander line, also being 55 feet, more or less from said waters edge; thence East, 407.00 feet; thence South 286.20 feet to the point of beginning. Including all land lying between the meander line and the waters edge. Contains 3.00 acres more or less.

4. A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 1319.83 feet to the 1/16th. corner; thence N 89° 38' 50" W along the 1/16th. line, 133.15 feet to the point of beginning; thence S 32° 00' E. 215.34 feet; thence S 88° 00' W, 110.00 feet; thence N 32° 00' W, 220.68 feet; thence S 89° 38' 50" E, 112.77 feet to the point of beginning.

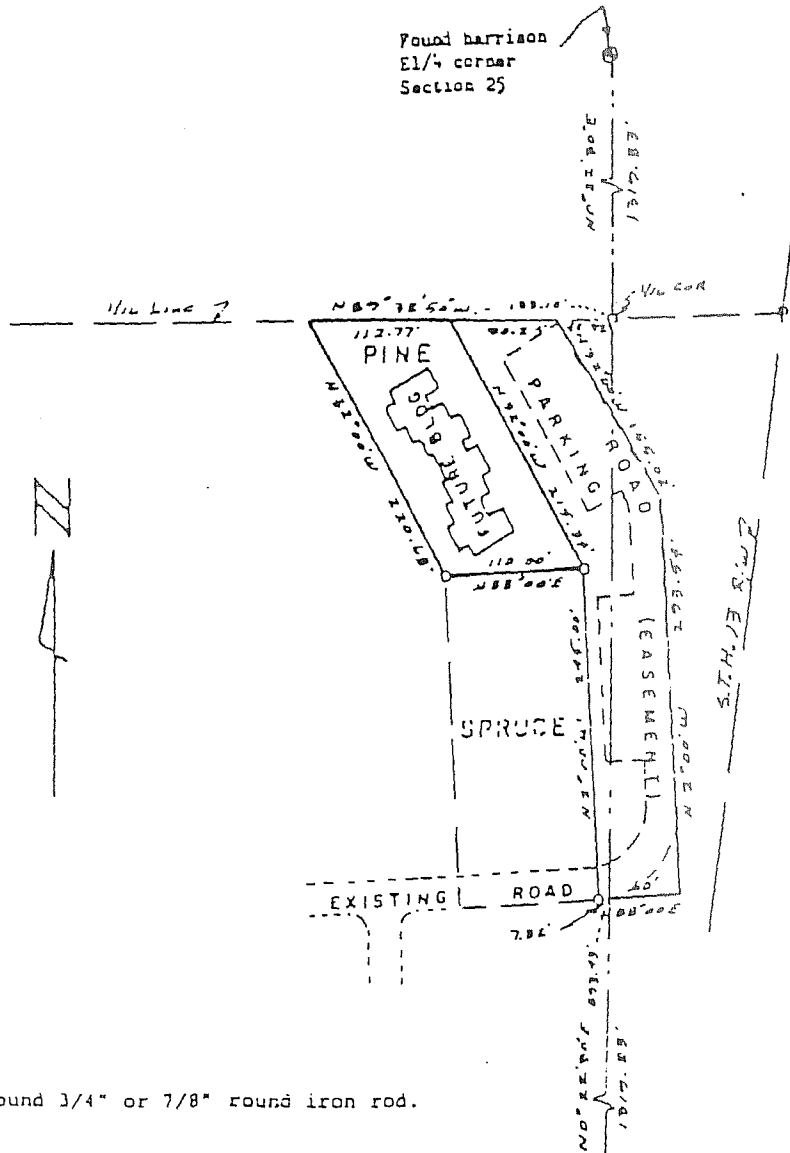
Said parcel contains 20,770 square feet.

Also a road easement for ingress and egress to the above described parcel and located in the SW 1/4 - SW 1/4;

Section 30, T15N, R6E and GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 7.82 feet to the point of beginning; thence N 2° 00' W, 245.00 feet; thence N 32° 00' W, 215.34 feet; thence S 89° 38' 50" E, 90.23 feet; thence S 32° 00' E, 155.02 feet; thence S 2° 00' E, 293.54 feet; thence S 88° 00' W, 60.00 feet to the point of beginning.

Bearings are referenced to the east line of the SE1/4 of Section 25 and assumed to bear N0°22'30"E.

VOI 187 PAGE 77



S. T. H. 13

o = Found 1/4" or 7/8" round iron rod.



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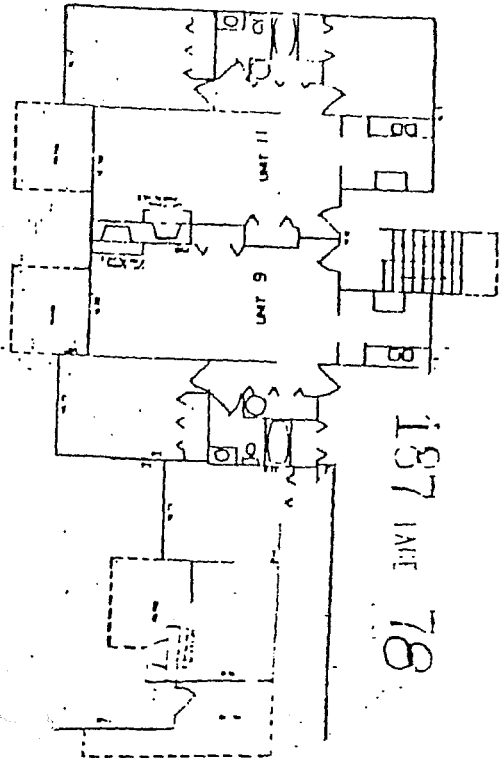
An agreement has
to exclude certain
setting monuments .

FIFTH AMENDMENT TO CONDOMINIUM PLAT

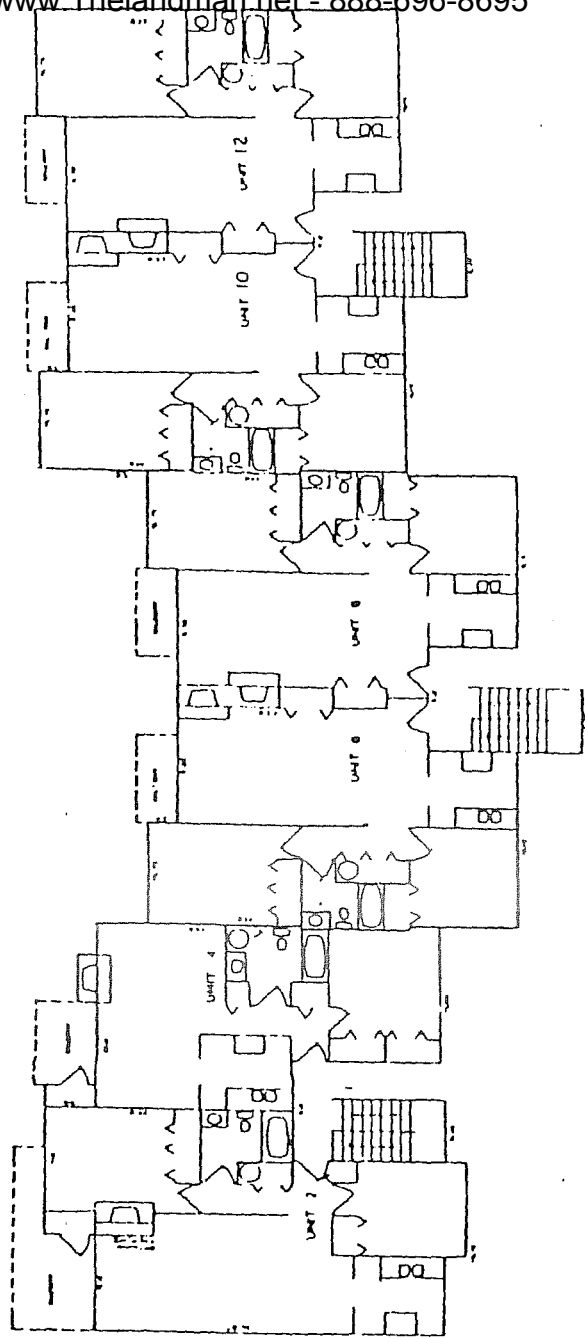
DELLS CLUB
CONDOMINIUM

ADAMS COUNTY, WISCONSIN

PHASE C



78 UNIT 78



LEVEL 2

PINE BUILDING



THE DELLS CLUB - PHASE B

WISCONSIN DELLS, WISCONSIN 53965

SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM

SIXTH AMENDMENT TO CONDOMINIUM PLAT

THE DELLS CLUB CONDOMINIUMS
SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM
(Phase B)

WHEREAS, Dells Club Realty Corp., a Wisconsin corporation (the "Declarant"), as declarant and pursuant to the Wisconsin Condominium Ownership Act, executed a Declaration of Condominium dated June 11, 1979 affecting certain property in Adams County, Wisconsin (the "Declaration"), and caused the Declaration to be recorded on said date in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 273 of Records on pages 629-637 as Document No. 266527; and

WHEREAS, in Section 12(b) of the Declaration, Declarant reserved the right to amend the Declaration within 10 years from the date thereof to add to the Condominium any part or all of the land described in said section and the units constructed or to be constructed thereon; and

WHEREAS, pursuant to said Section 12(b) of the Declaration, Declarant executed a First Amendment to Declaration of Condominium dated November 20, 1980, a Second Amendment to Declaration of Condominium dated April 28, 1981, a Third Amendment to Declaration of Condominium dated June 17, 1981 and a Fourth Amendment to Declaration of Condominium dated December 15, 1982 and caused same to be recorded on November 26, 1980, May 4, 1981, July 7, 1981 and December 29, 1982, respectively, in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 288 of Records on pages 576-80 as Document No. 274653, in Volume 292 of Records on pages 407-411 as Document No. 276658, in Volume 294 of Records on pages 585-91 as Document No. 277836 and in Volume 304 of Records on pages 552-559 as Document No. 285608, respectively, and thereby added additional property and the units contained thereon to the Condominium; and

WHEREAS, Declarant has prepared a Fifth Amendment to Declaration of Condominium and Fifth Amendment to Condominium Plat (Phase C) for the purpose of adding additional land and units to the Condominium, which documents may not be filed for record prior to the date of this Sixth Amendment but which, for purpose of orderly development of the Condominium, shall numerically precede this Sixth Amendment; and

WHEREAS, Declarant now desires to add additional property and the Garage Building and Garage Spaces contained therein to the Condominium;

NOW, THEREFORE, pursuant to Section 12(b) of the Declaration and Section 703.26 of the Wisconsin Condominium Ownership Act, Declarant hereby amends the Declaration as follows:

1. Exhibit B to the Declaration is hereby supplemented to include the parcel described on Exhibit A attached hereto. Said parcel shall also be incorporated into Exhibit B to the Fifth Amendment to Declaration in the event such Amendment is recorded subsequent to the date of this Sixth Amendment.

2. Paragraph 5(b) of the Declaration is restated as follows:

(b) The Garage Buildings contain a total of 63 divided cubicles ("Garage Spaces") which are intended for parking and/or storage of vehicles, boats and other items which are incidental to the residential purposes of the Condominium.

(Remaining material in this section and in the Declaration is unchanged.)

IN WITNESS WHEREOF, this Document has been executed this 18th day of June, 1984.

DELLS CLUB REALTY CORP.,
a Wisconsin corporation

BY [Signature]

President


Attest:

[Signature]
Secretary

State of)
: SS
Adams County)

Personally came before me this 18th day of June, 1984, the above-named J. D. BERGMAN, President, and CHARLE RAMSDEN, Secretary, to me known to be such persons and officers who executed the foregoing instrument and

acknowledged that they executed the same as such officers, by its authority, for the purposes therein contained.


(R.J. STEINER)
Notary Public, State of Wisconsin
My commission Exp. March 8, 1998

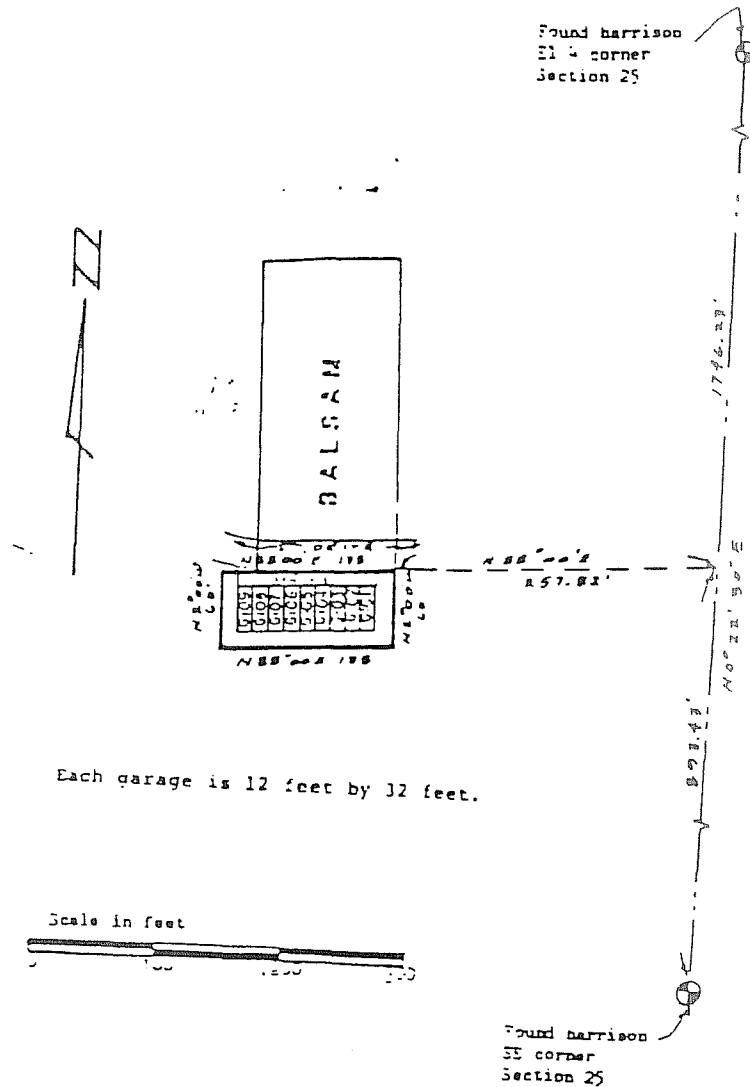
This instrument was drafted by Attorney Bruce T. Block.

Please return to: Bruce T. Block
111 East Wisconsin Avenue,
Suite 1800
Milwaukee, WI 53202

EXHIBIT A

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 257.82 feet to the point of beginning; thence S 2° 00' E, 60.00 feet; thence S 88° 00' W, 138.00 feet; thence N 2° 00' W, 60.00 feet; thence N 88° 00' E, 138.00 feet to the point of beginning.

Said parcel contains 8,280 square feet.



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Ken Carlson
Nov 2, 1984

An agreement has
to exclude certain
setting monuments at

Bearings are referenced to the east line of the SE1/4 of Section
25 and assumed to bear N0°22'30"E.

308924

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THE DELLS CLUB CONDOMINIUMS
SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM

WHEREAS, Dells Club Realty Corp., a Wisconsin corporation ("Declarant"), as Declarant and pursuant to the Wisconsin Condominium Ownership Act, executed a Declaration of Condominium dated June 11, 1979 affecting certain property in Adams County, Wisconsin (the "Declaration"), and caused the Declaration of be recorded on said date in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 273 of Records on pages 629-637 as Document No. 266527; and

WHEREAS, in section 12(b) of the Declaration, Declarant reserved the right to amend the Declaration within ten years from the date thereof to add to the condominium any part or all of the land described in said section and the units constructed or to be constructed thereon; and

WHEREAS, pursuant to section 12(b) of the Declaration, Declarant executed a First Amendment to Declaration of Condominium dated November 20, 1980, a Second Amendment to Declaration of Condominium dated April 28, 1981, a Third Amendment to Declaration of Condominium dated June 17, 1981, a Fourth Amendment to Declaration of Condominium dated December 15, 1982, a Fifth Amendment to Declaration of Condominium dated April 19, 1985 and a Sixth Amendment to Declaration of Condominium dated December 18, 1984 and caused same to be recorded on November 26, 1980, May 4, 1981, July 7, 1981, December 29, 1982, May 24, 1985, and January 15, 1985, respectively in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 288 of Records on pages 576-580 as Document No. 274653, in Volume 292 of Records on pages 407-411 as Document No. 76658, in Volume 294 of Records on pages 585-591 as Document No. 277836, in Volume 304 of Records on pages 552-559 as Document No. 285608, in Volume 187 of Microfilm Records on pages 69-78 as Document No. 298240 and in Volume 165 of Microfilm Records on pages 24-28 as Document No. 296723, respectively, and thereby added additional property and the units contained thereon to the condominium; and

WHEREAS, the Fourth Amendment to the Dells Club Condominium Plat erroneously labeled a building as the Locust Building when in fact its correct name is the Laurel Building and Declarant desires to correct such mislabeling;

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WHEREAS, the Fourth Amendment to the Dells Club Condominium Plat depicted the floor plan of the Locust Building, now correctly labeled the Laurel Building pursuant to this Seventh Amendment to the Declaration of Condominium, as containing twelve units when in fact it shall contain eight units and the Declarant desires to document such reduction of units in the floor plan.

NOW THEREFORE, pursuant to section 12(b) of the Declaration and section 703.26 of the Wisconsin Condominium Ownership Act, Declarant hereby amends the Declaration as follows:

1. The Declaration is hereby amended to change the name of the Locust Building to the Laurel Building. Further, the Dells Club Condominium Plat shall be amended to reflect the same as shown on Exhibit A attached hereto.

2. The number of units depicted on the floor plan of the Locust Building, now correctly labeled the Laurel Building, is hereby reduced from 12 units to 8 units as shown on Exhibit A.

3. Exhibit A to the Declaration is restated and replaced by Exhibit B attached hereto.

4. The Description of Buildings as restated in the Fifth Amendment to the Declaration of Condominium, Paragraph 2, lines 1-4, is restated as follows:

Fifteen buildings containing 176 units are constructed, in the process of construction or in preconstruction phase upon the land . . .

Further, references to the Locust Building in Paragraph 2 shall now refer to the Laurel Building, as relabeled herein. The balance of the first sentence and Paragraph 2 of the Fifth Amendment to the Declaration of Condominium shall remain unchanged.

IN WITNESS WHEREOF, this Amendment has been dated this 28th day of May, 1987.

DELLS CLUB REALTY CORP., a
Wisconsin corporation

BY

J.D. Bergman

, President

REGISTER'S OFFICE } SS
ADAMS COUNTY WI }
RECEIVED FOR RECORD

JUN 04 1987

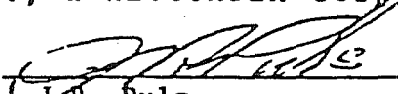
Attest:

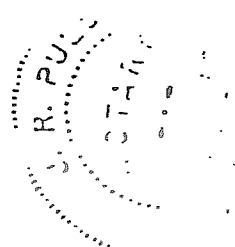
Marcie Kieltyka
(Marcie Kieltyka, Assistant Secty.)

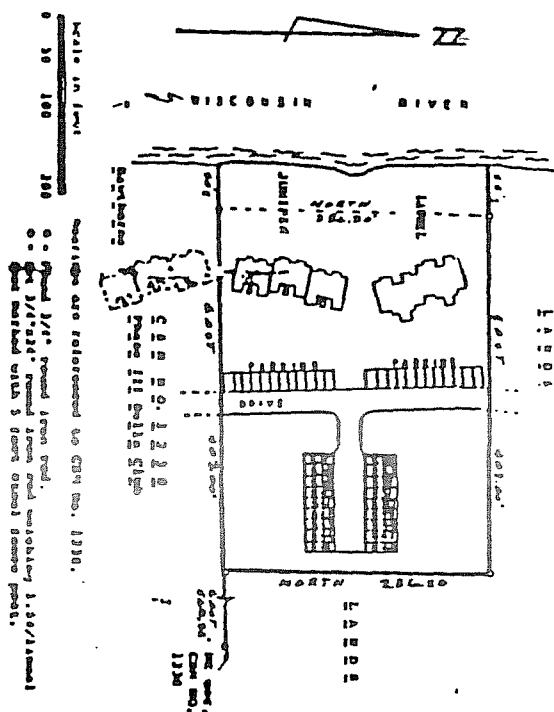
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Illinois
State of ~~WISCONSIN~~)
Du Page : SS
~~MILWAUKEE~~ County)

This instrument was acknowledged before me
on May 28,, 1987 by J.D. Bergman as
President and Marcie Kieltyka as Assistant Secretary
of Dells Club Realty Corp., a Wisconsin corporation.


(J.R. Puls)
Notary Public, State of ~~WISCONSIN~~ Illinois
My commission May 13, 1989

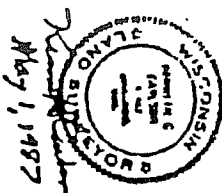




CONFIDENTIAL - SECURITY INFORMATION

[illegible]

1/1/55. Received 1 copy of book sent to Chicago 1.5.55
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DELLS CLUB
CONDOMINIUM

ADAMS COUNTY, WISCONSIN
(Correcting Fourth Amendment to Code of Laws
Part)

AMENDED PHASE IV

level described in paragraph IV.

A parcel of land located in segment 1st 3, section 33, T14N, R21E, S of Township 14N, Range 21E, Wisconsin bounded by the following property lines: Commencing at the southeast corner of C&M No. 12181, thence north, 141.12 feet to the point of beginning; thence southeasterly west, 67.60 feet to the beginning of a boundary line along the Wisconsin River, 292.56 feet, where it joins from the water edge; thence north along said boundary line, 351.78 feet to the end of the boundary line; also 68.14 feet, where it joins from said water edge; thence east, 407.86 feet to the water edge; also 68.14 feet to the point of beginning. Enclosing all lands within between the boundary line and the water edge. Contained 3.06 acres more or less.

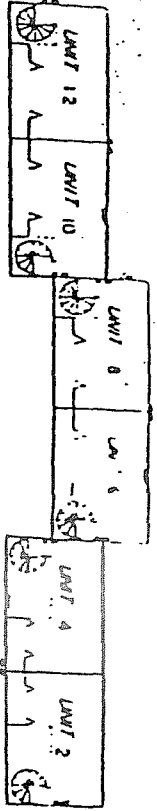
1964.

I, Lowell E. Carlson, registered and married, hereby certify that I have surveyed and mapped the above described parcel and the D is a correct representation of the Condominium described and the D is a correct location and location of the buildings and the common elements can be detached from the plot to the belt of my knowledge and belief.

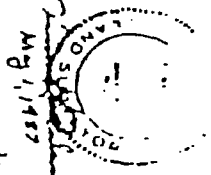
An agreement has been signed by Kenneth Carlson and Ron Steiner to include certain requirements of A-1, M1, M2, M3, M4, M5, M6, M7, M8, M9, M10, M11, M12, M13, M14, M15, M16, M17, M18, M19, M20, M21, M22, M23, M24, M25, M26, M27, M28, M29, M30, M31, M32, M33, M34, M35, M36, M37, M38, M39, M40, M41, M42, M43, M44, M45, M46, M47, M48, M49, M50, M51, M52, M53, M54, M55, M56, M57, M58, M59, M60, M61, M62, M63, M64, M65, M66, M67, M68, M69, M70, M71, M72, M73, M74, M75, M76, M77, M78, M79, M80, M81, M82, M83, M84, M85, M86, M87, M88, M89, M90, M91, M92, M93, M94, M95, M96, M97, M98, M99, M100, M101, M102, M103, M104, M105, M106, M107, M108, M109, M110, M111, M112, M113, M114, M115, M116, M117, M118, M119, M120, M121, M122, M123, M124, M125, M126, M127, M128, M129, M130, M131, M132, M133, M134, M135, M136, M137, M138, M139, M140, M141, M142, M143, M144, M145, M146, M147, M148, M149, M150, M151, M152, M153, M154, M155, M156, M157, M158, M159, M160, M161, M162, M163, M164, M165, M166, M167, 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M832, M833, M834, M835, M836, M8

Owner: Little Club Realty Corporation, Wisconsin Dells, WI 53994
Buyer: James G. Carlson, 227 16th Ave., Baraboo WI 53913.

EXHIBIT A



LEVEL 3

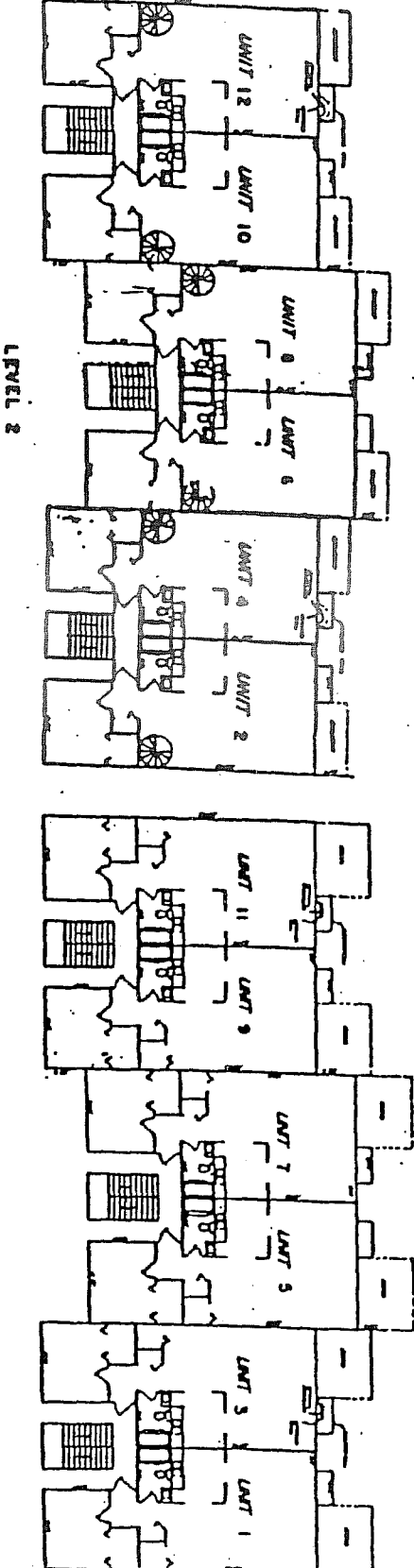


GELLS CLUB
CONDOMINIUM
ADAMS COUNTY, WISCONSIN
(Correcting Fourth Amendment to Condominium
Plan)

AMENDED PHASE III

1. Kenneth G. Carlson, registered land surveyor, hereby certifies that the drawings appearing herein are an accurate copy of portions of the plan of each building and substantially depict the layout, location, walls, numbers and dimensions of the building or buildings and units located and erected or to be erected.

JUNIPER BUILDING

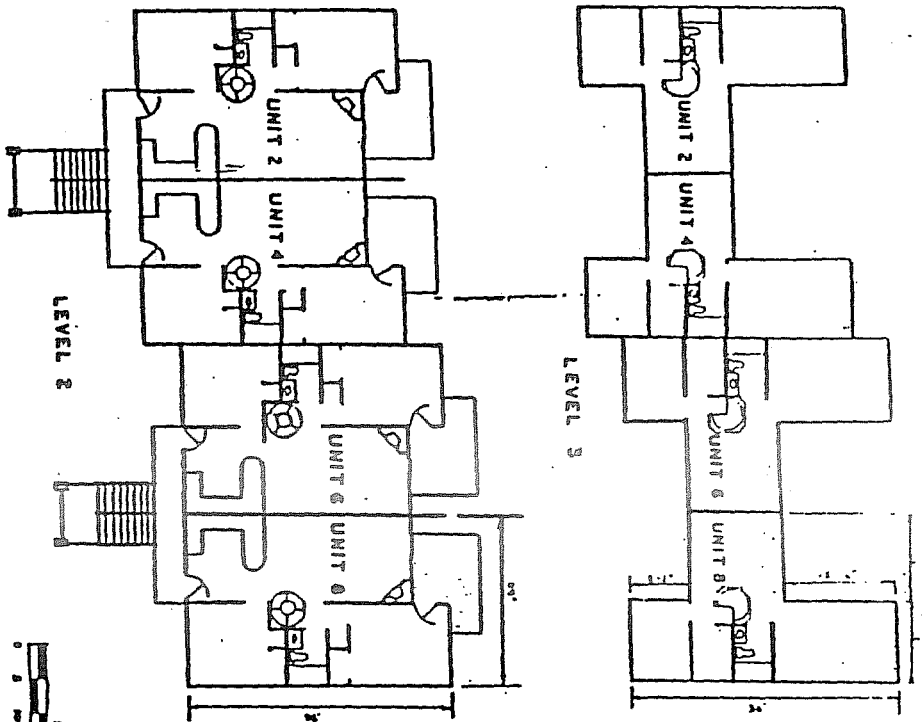


LEVEL 2

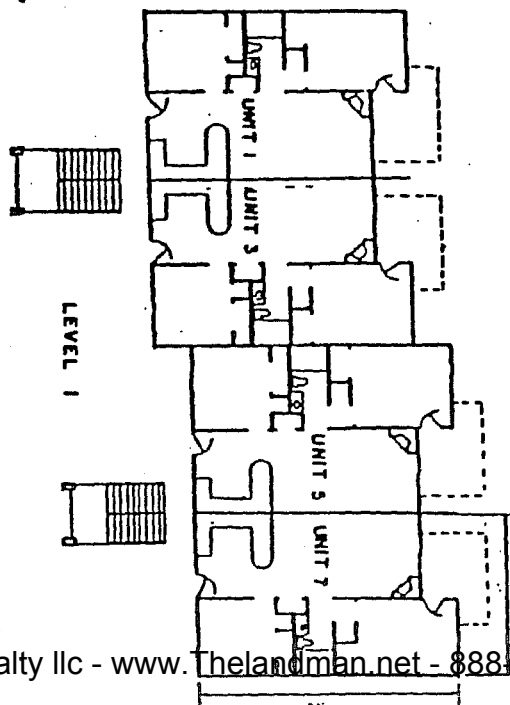
LEVEL 1



EXHIBIT A



LAUREL BUILDING



LEVEL 1

Sheet 3 of 3

I, Adam C. Carlson, registered land surveyor, hereby certify that the drawings appearing herein are an accurate copy of portions of the plans of each building and substantially depict the layout, location, unit numbers and dimensions of the building or buildings and units located and erected or to be erected.

ADAMS COUNTY, WISCONSIN
(Correcting Fourth Amendment to Condominium
Plan)

AMENDED PHASE II

DELS CLUB
CONDOMINIUM

EXHIBIT B

| <u>UNIT</u> | <u>WALNUT</u> | <u>OAK</u> | <u>MAPLE</u> | <u>CEDAR</u> | <u>ASPEN</u> | <u>BIRCH</u> | <u>LAUREL</u> |
|-------------|---------------|------------|--------------|--------------|--------------|--------------|---------------|
| 1 | .4185 | .4185 | .4185 | .4185 | .4185 | .4185 | .5445 |
| 2 | .5499 | .5499 | .5499 | .5499 | .5499 | .5499 | .9346 |
| 3 | .4185 | .4185 | .4185 | .4185 | .4185 | .4185 | .5445 |
| 4 | .5499 | .5499 | .5499 | .5499 | .5499 | .5499 | .9346 |
| 5 | .4727 | .4727 | .4727 | .4727 | .4727 | .4727 | .5445 |
| 6 | .6461 | .6461 | .6461 | .6461 | .6461 | .6461 | .9346 |
| 7 | .4727 | .4727 | .4727 | .4727 | .4727 | .4727 | .5445 |
| 8 | .6461 | .6461 | .6461 | .6461 | .6461 | .6461 | .9346 |
| 9 | .4727 | .4727 | .4727 | .4727 | .4727 | .4727 | .5445 |
| 10 | .6461 | .6461 | .6461 | .6461 | .6461 | .6461 | .9346 |
| 11 | .4727 | .4727 | .4727 | .4727 | .4727 | .4727 | .5445 |
| 12 | .6461 | .6461 | .6461 | .6461 | .6461 | .6461 | .9346 |

VOL 353 PAGE 23

EXHIBIT B

| <u>UNIT</u> | <u>CHERRY</u> | <u>ELM</u> | <u>JUNIPER</u> | <u>BALSAM</u> | <u>SPRUCE</u> | <u>PINE</u> | <u>HAWTHORNE</u> | <u>FIR</u> |
|-------------|---------------|------------|----------------|---------------|---------------|-------------|------------------|------------|
| 1 | .4727 | .4727 | .4727 | .5526 | .5526 | .5526 | .8872 | .8872 |
| 2 | .6461 | .6461 | .6461 | .5526 | .5526 | .5526 | .6461 | .6461 |
| 3 | .4727 | .4727 | .4727 | .3996 | .3996 | .3996 | .7639 | .7639 |
| 4 | .6461 | .6461 | .6461 | .3996 | .3996 | .3996 | .6461 | .6461 |
| 5 | .4727 | .4727 | .4727 | .5526 | .5526 | .5526 | .7639 | .7639 |
| 6 | .6461 | .6461 | .6461 | .5526 | .5526 | .5526 | .6461 | .6461 |
| 7 | .4727 | .4727 | .4727 | .5526 | .5526 | .5526 | .7639 | .7639 |
| 8 | .6461 | .6461 | .6461 | .5526 | .5526 | .5526 | .6461 | .6461 |
| 9 | .4727 | .4727 | .4727 | .3996 | .3996 | .3996 | .7639 | .7639 |
| 10 | .6461 | .6461 | .6461 | .3996 | .3996 | .3996 | .6461 | .6461 |
| 11 | .4727 | .4727 | .4727 | .5526 | .5526 | .5526 | .8872 | .8872 |
| 12 | .6461 | .6461 | .6461 | .5526 | .5526 | .5526 | .6461 | .6461 |

VOL 353 PAGE 24

THE DELLS CLUB CONDOMINIUMS
EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM (PHASE D)

WHEREAS, Dells Club Realty Corp., a Wisconsin corporation ("Declarant"), as Declarant and pursuant to the Wisconsin Condominium Ownership Act, executed a Declaration of Condominium dated June 11, 1979 affecting certain property in Adams County, Wisconsin (the "Declaration"), and caused the Declaration of be recorded on said date in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 273 of Records on pages 629-637 as Document No. 266527; and

WHEREAS, in section 12(b) of the Declaration, Declarant reserved the right to amend the Declaration within ten years from the date thereof to add to the condominium any part or all of the land described in said section and the units constructed or to be constructed thereon; and

WHEREAS, pursuant to section 12(b) of the Declaration, Declarant executed a First Amendment to Declaration of Condominium dated November 20, 1980, a Second Amendment to Declaration of Condominium dated April 28, 1981, a Third Amendment to Declaration of Condominium dated June 17, 1981, a Fourth Amendment to Declaration of Condominium dated December 15, 1982, a Fifth Amendment to Declaration of Condominium dated April 19, 1985, a Sixth Amendment to Declaration of Condominium dated December 18, 1984 and a Seventh Amendment to Declaration of Condominium dated May 28, 1987 and caused same to be recorded on November 26, 1980, May 4, 1981, July 7, 1981, December 29, 1982, May 24, 1985, and January 15, 1985, respectively in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 288 of Records on pages 576-580 as Document No. 274653, in Volume 292 of Records on pages 407-411 as Document No. 276658, in Volume 294 of Records on pages 585-591 as Document No. 277836, in Volume 304 of Records on pages 552-559 as Document No. 285608, in Volume 187 of Microfilm Records on pages 69-78 as Document No. 298240, in Volume 165 of Microfilm Records on pages 24-28 as Document No. 296723 and in Volume 353 of Microfilm Records on pages 17-24 as Document No. 308924, respectively, and thereby added additional property and the units contained thereon to the condominium; and

WHEREAS, Declarant now desires to declare the real property shown on Exhibit A attached hereto and all amenities located thereon as common elements of the Condominium ("Newly Declared Common Elements");

NOW THEREFORE, pursuant to section 12(b) of the Declaration and section 703.26 of the Wisconsin Condominium Ownership Act, Declarant hereby amends the Declaration as follows:

The Declaration is hereby amended to include the Newly Declared Common Elements as part of the Condominium. The Newly Declared Common Elements shall include the roadways, swimming pool, tennis courts and septic system (including all accessory components and equipment) located within its boundaries. The Dells Club Condominium Plat shall be amended to reflect the same as shown on Exhibit A attached hereto.

IN WITNESS WHEREOF, this Amendment has been dated
this 26th day of October, 1988.

DELLS CLUB REALTY CORP., a
Wisconsin corporation

BY

J. D. Bergman

, President

Attest:

MARIE KIETZYKA
(MARIE KIETZYKA)

State of Wisconsin)
 : SS
Milwaukee County)

This instrument was acknowledged before me on
OCTOBER 26, 1988 by J. D. BERGMAN as
President and MARIE KIETZYKA as SECRETARY of
Dells Club Realty Corp., a Wisconsin corporation.

J. R. PLES
(J. R. PLES)
Notary Public, State of Wisconsin ILLINOIS
My commission EXPIRES 5-13-89

This document was drafted by

Bruce T. Block, Esq.
Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
111 East Wisconsin Avenue
Milwaukee, WI 53202



PHASE D

I, Kenneth S. Carlson, registered land surveyor, hereby certify that I have surveyed

DECLARATION: NINTH AMENDMENT TO
CONDOMINIUM PLAT OF THE DELLS
CLUB CONDOMINIUMS - PHASE II

Document Number

Document Title

VOL 2392 PAGE 25

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

OCT 23 2000

Time: 9:50 AM

Volume: 2392 Page 25-21

Fec:

Recording Area

Name and Return Address

Attorney Paul S. Curran
P.O. Box 140
Mauston, WI 53948

Parcel Identification Number (PIN)

6441
14/00



The Dells Club

CONDOMINIUM OWNER'S ASSOCIATION, INC.

THE DELLS CLUB CONDOMINIUMS Ninth Amendment to Condominium (Phase II)

WHEREAS, a Declaration of Condominium dated June 11, 1979 affecting certain properties in Adams County, Wisconsin (the Declaration was recorded on said date in Volume 273 of Records, Page 629-673); and

WHEREAS, the First Amendment to the Declaration of Condominium (Phase II) dated November 20, 1980 was recorded in Volume 288 of Records at Page 576-580 affecting lands described as follows:

Lot 1 of CSM #861 recorded in Volume 4 at Page 137 and Lot 2 of CSM #1006 recorded in Volume 4 at Pages 372 and 373 of Adams County Certified Survey Maps.

NOW, THEREFORE, pursuant to Section 12 of the Declaration, the Dells Club Condominium Owner's Association, Inc., the successor to the declarant, hereby amends and restates the first amendment to the Declaration of Condominium (Phase II), Section 2, last paragraph, to read:

"There are also not five, but six buildings (garage buildings) which are limited common elements and on which garage buildings 4, 5, and 6 are shown on the Ninth Amendment to Condominium Plat (Phase II)."

5. Description of Limited Common Elements.

- B. The existing material in this section remains the same limited to the garage buildings contain a total of not 30, but 34, divided cubicles (garage spaces) (limited common elements).

In all other respects, the First Amendment to Declaration of Condominium (Phase II) is restated (remaining material and Declaration is unchanged).

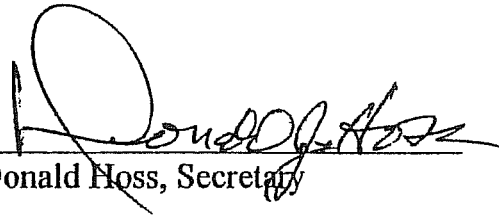
IN WITNESS WHEREOF, this document has been executed this 12th day of May, 2000.

THE DELLS CLUB CONDOMINIUM
OWNER'S ASSOCIATION, INC.

BY: 

Allen Maatta, President

ATTEST:


Donald Hoss, Secretary

Personally came before me this 12th day of May, 2000, the above-named Allen Maatta and Donald Hoss to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as officers, by its authority, for the purposes contained therein.

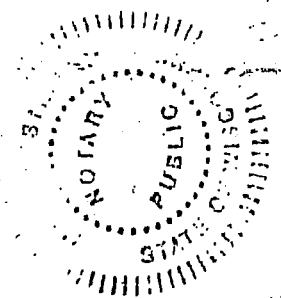


Notary Public, State of Wisconsin

My commission expires: 6-9-02

This instrument was drafted by
and return document to:

Attorney William T. Curran
Curran, Hollenbeck & Orton, S.C.
P.O. Box 140, 111 Oak Street
Mauston, WI 53948



ADDENDUM TO PHASE II OF THE
DELLS CLUB CONDOMINIUMS:
NINTH AMENDMENT TO CONDOMINIUM
PLAT

Document Number

Document Title

397703

VOL 2392 PAGE 28

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

OCT 23 2000

Time: 9:50 AM

Volume: 2392 Page: 28-30

Fee:

Recording Area

Name and Return Address

Attorney Paul S. Curran
P.O. Box 140
Mauston, WI 53948

Parcel Identification Number (PIN)

**ADDENDUM TO PHASE II OF THE DELLS CLUB CONDOMINIUMS:
NINTH AMENDMENT TO CONDOMINIUM PLAT**

The undersigned hereby certifies that this Ninth Amendment to Condominium Plat, consisting of four pages, is a correct representation of a portion of Phase II of the Dells Club Condominiums and that the identification and location of each unit and the common elements in such amended portion of Phase II can be determined from the Ninth Amendment to Condominium Plat of the Dells Club Condominiums - Phase II: Addendum. This certification is made pursuant to Sec. 703-11, Wis. Stats. The original plat was recorded in the Register of Deeds for Adams County as Document No. 266528.

Dated the 12 day of May, 2000



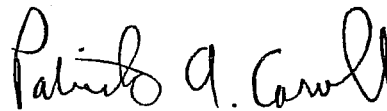
Patrick Carroll
Carroll Surveying, Mauston, Wisconsin
Registered Land Surveyor #S-1199

Description

Survey of Phase II property described in the declaration.

The undersigned hereby certifies that he has surveyed and mapped a portion of the real estate described and pictured on Page 3 of the First Amendment to Condominium Plat; that said map is a correct representation of the exterior boundaries of the land and shows two previously constructed garage buildings and the exact location of a new 6-stall garage building constructed in 1999, which is the cause of this amendment, and that this new map amending the map representing a portion of Lot 2 of CSM #10006, recorded in Volume 4 CSM, Page 372-373, has now been recorded at the Adams County Register of Deeds Office representing the Ninth Amendment to Condominium Plat of the Dells Club Condominiums-Phase II: Addendum.

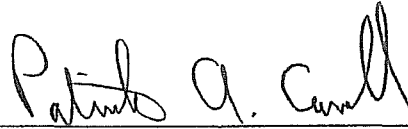
Dated the 12 day of May, 2000



Patrick Carroll
Carroll Surveying, Mauston, Wisconsin
Registered Land Surveyor #S-1199

In all other respects, the First Amendment to Condominium Plat is ratified, affirmed, and remains unchanged.

Dated the 12 day of May, 2000



Patrick Carroll
Carroll Surveying, Mauston, Wisconsin
Registered Land Surveyor #S-1199

This instrument was drafted by:

Attorney William T. Curran
Curran, Hollenbeck & Orton, S.C.
111 Oak Street, P.O. Box 140
Mauston, WI 53948

ADAMS**COUNTY CERTIFIED SURVEY MAP #**

PART OF GOV'T LOT 1, SECTION 36, T15N, R5E, TOWN OF SPRINGVILLE, ADAMS COUNTY, WISCONSIN. ALSO BEING A PART OF LOT 2 OF C.S.M. 1006.

Bearings are referenced to the east line of Gov't Lot 1 of Section 36 assigned to bear S 00-23-05 W.

SURVEYOR'S NOTE:
The numbers inside the LCE are garage unit numbers.

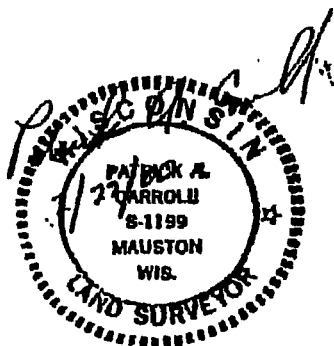
SURVEYOR'S NOTE:
The LCEs of this mapping are existing condominium garage buildings being the Ninth Amendment to Declaration of Condominium Plat The Dells Club Condominiums-Phase II.

SURVEYOR'S NOTE:
The LCEs of this mapping are part of Lot 2 of C.S.M. 1006 recorded in Vol. 4 on pages 372 & 373 of Adams County Certified Survey Maps.

0
50'
100'
150'

L.C.E. LIMITED COMMON ELEMENT

LEGEND:
SCALE: 1" = 50'
HARRISON MARKER F.I.P.
NO MONUMENT SET



E 1/4 Cor.
36-15-5



NORTH LINE
PHASE I

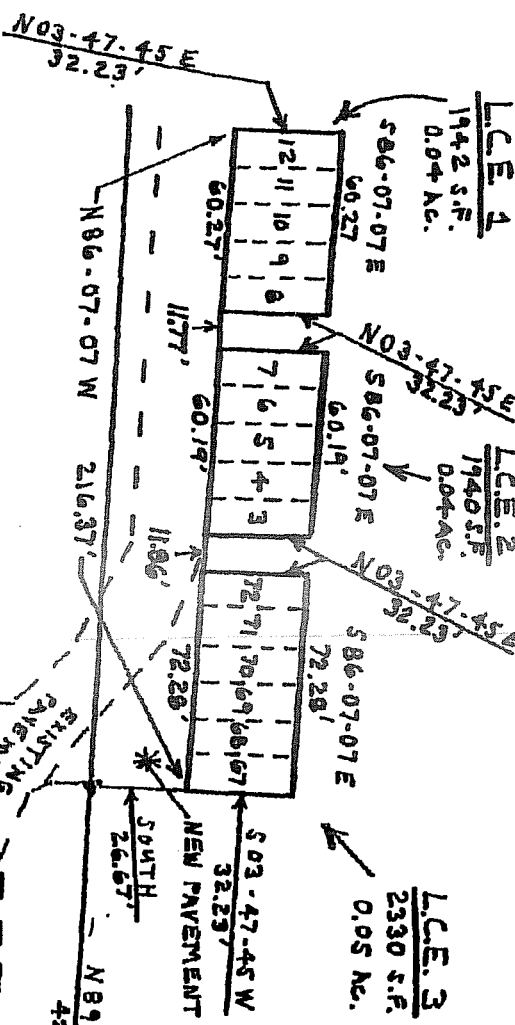
SOUTH LINE
PHASE II

1834.84'

N 00-23-05 E

803.23'

2638.07'

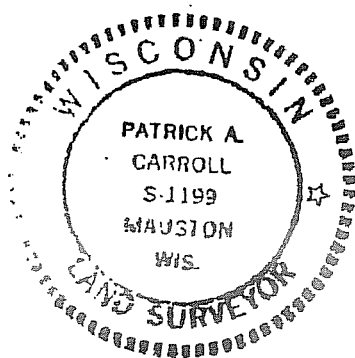


COPY

NINTH AMENDMENT TO CONDOMINIUM PLAT THE DELLS CLUB CONDOMINIUMS - PHASE II

The undersigned hereby certifies that this Ninth Amendment to Condominium Plat, consisting of six pages, is a correct representation of a portion of Phase II of the Dells Club Condominiums and that the identification and location of each unit and the common elements in such amended portion of Phase II can be determined from the Ninth Amendment to Condominium Plat. This certification is made pursuant to Sec. 703-11, Wis. Stats. The original plat was recorded in the Register of Deeds for Adams County as Document No. 266528.

Dated the 3 day of April, 2000



Patrick A. Carroll

Patrick Carroll
Carroll Surveying, Mauston, Wisconsin
Registered Land Surveyor #S-1199

Description

Survey of Phase II property described in the declaration.

The undersigned hereby certifies that he has surveyed and mapped a portion of the real estate described and pictured on Page 3 of the First Amendment to Condominium Plat; that said map is a correct representation of the exterior boundaries of the land and shows two previously constructed garage buildings and the exact location of a new 6-stall garage building constructed in 1999, which is the cause of this amendment, and that this new map amending the map representing a portion of Lot 2 of CSM #10006, recorded in Volume 4 CSM, Page 372-373, has now been recorded at the Adams County Register of Deeds Office representing Lot _____ of CSM # _____, recorded in Volume _____ CSM, Page(s) _____ of the Adams County Certified Survey Maps.

Dated the 3 day of April, 2000

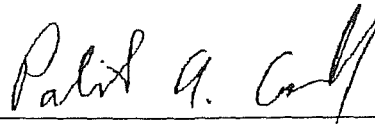


Patrick A. Carroll

Patrick Carroll
Carroll Surveying, Mauston, Wisconsin
Registered Land Surveyor #S-1199

In all other respects, the First Amendment to Condominium Plat is ratified, affirmed, and remains unchanged.

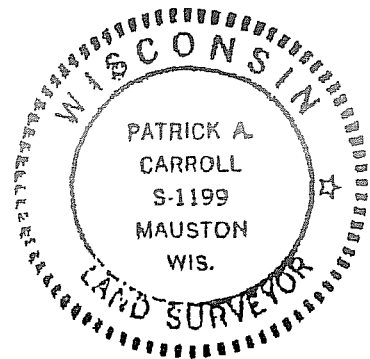
Dated the 3 day of April, 2000



Patrick Carroll
Carroll Surveying, Mauston, Wisconsin
Registered Land Surveyor #S-1199

This instrument was drafted by:

Attorney William T. Curran
Curran, Hollenbeck & Orton, S.C.
111 Oak Street, P.O. Box 140
Mauston, WI 53948



TENTH AMENDMENT TO THE DECLARATION OF THE CONDOMINIUM PLAT OF THE DELLS CLUB CONDOMINIUMS - PHASE IV SECOND ADDENDUM

PART OF GOV'T LOT 5 IN SECTION 25, T15N, R5E, TOWN OF SPRINGVILLE, ADAMS COUNTY, WIS. 53151.

DESCRIPTION: Part of Gov't Lot 5 in Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin.

DESCRIPTION LOT 1:

Commencing at the SE corner of said Section 85; thence along the section line bearing N 89-42-30 W, 1.00 feet, to the westerly R/W of S.T.M. "13"; thence bearing N 04-13-20 W, 66.54 feet; thence bearing WEST, 354.32 feet, to the point of beginning. Thence bearing WEST, 215.00 feet; thence bearing NORTH, 286.20 feet; thence bearing EAST, 215.00 feet; thence bearing SOUTH, 286.20 feet, to the point of beginning, containing 81,533 s.f. or 1.41 acres.

DESCRIPTION L.C.E. 1:

Commencing at the SE corner of said Section 25; thence bearing N 63-53-33 W, 504.03 feet, to the point of beginning. Thence bearing S 89-49-22 W, 132.00 feet; thence bearing N 00-10-38 W, 32.25 feet; thence bearing N 89-49-22 E, 132.00 feet; thence bearing S 00-10-38 E, 32.25 feet, to the point of beginning, containing 4257 s.f. or 0.10 acres.

SURVEYOR'S CERTIFICATE: I, Patrick A. Carroll, Registered Land Surveyor S-1199, of Mauston, Wisconsin, hereby certify: That in compliance with the provisions of A-E 7 of the Administrative Code of the State of Wisconsin and Condominiums 703.11 of the Wisconsin Statutes and the Adams County Subdivision Ordinance and under the direction of Paul Curran, Representative for owner of said land, I did survey, divide and map the above described property and that such map correctly represents the exterior boundaries and the subdivision of the land surveyed and mapped to the best of my knowledge and belief and that this Plat is a correct representation of the condominiums described.



Patrick A. Carroll
REGISTERED LAND SURVEYOR S-1199
PATRICK A. CARROLL 3/06/02
CARROLL SURVEYING, MAUSTON, WIS.

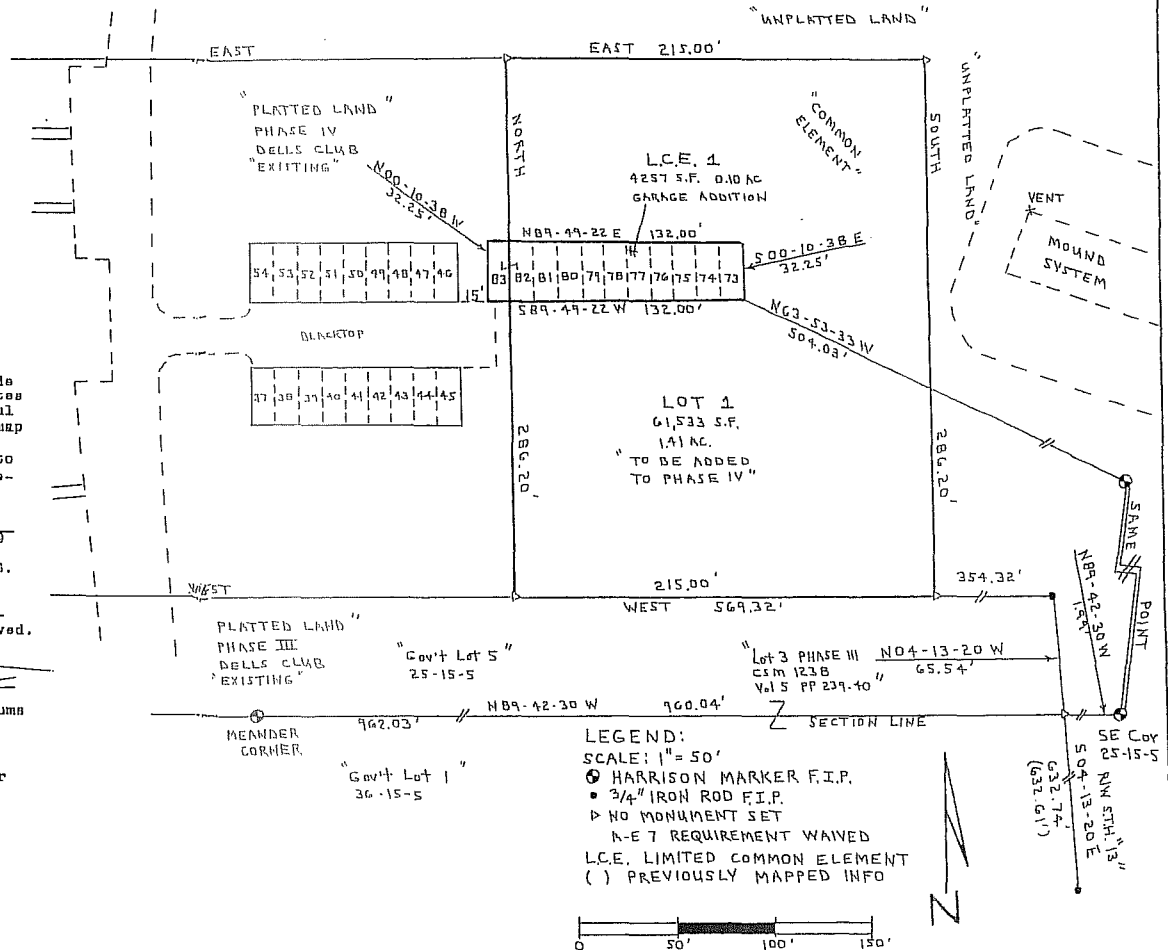
SURVEYOR'S NOTE: It is hereby agreed that the placing of monuments Section A-E 7-7.07 is waived.

Allen G. Maatta
ALLEN G. MAATTA
President Dells Club Condominiums

SURVEYOR'S NOTE: The Limited Common Element (LCE) of this mapping is a proposed 11 unit garage building being part of the Tenth Amendment to the Dells Club Condominiums Phase IV. See additional covenants for further details.

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF SAID GOV'T LOT 5 BEING THE SOUTH LINE OF SAID SECTION 25 ASSIGNED TO BEAR N 89-42-30 W.

SURVEYED FOR:
ATTY. PAUL CURRAN
CURRAN, HOLLENBECK & ORTON, S.C.
P.O. BOX 140, 111 OAK STREET
MAUSTON, WI 53948
608-847-7363



LEGEND:
SCALE: 1" = 50'
● HARRISON MARKER F.I.P.
• 3/4" IRON ROD F.I.P.
▷ NO MONUMENT SET
A-E 7 REQUIREMENT WAIVED
L.C.E. LIMITED COMMON ELEMENT
() PREVIOUSLY MAPPED INFO

0 50' 100' 150'

Document Number

Landman Realty llc - www.TheLandman.net - 888-696-8695
**TENTH AMENDMENT TO
CONDOMINIUM DECLARATION
(PHASE IV ADDENDUM)**

450415

Recorded-Adams Cour
Register of Deeds Off
Jodi M. Helgeson-Reg

DEC 06 2005

Time: 1:30pm
Recording Fee: 23.00
Transfer Fee: -
of Pages: 7
Receipt # 7155

Recording Area

Name and Return Address
Atty Wm T Curran
PO Box 140
Mauston WI 53948-0140

Parcel Identification Number (PIN)

**THE DELLS CLUB CONDOMINIUMS
TENTH AMENDMENT TO CONDOMINIUM DECLARATION
(PHASE IV)**

WHEREAS, a Declaration of Condominium dated June 11, 1979 affecting certain property in Adams County, Wisconsin (the "Declaration") was recorded on said date in Volume 273 of Records, page 629-673; and

WHEREAS, the Fourth Amendment to Declaration of Condominium (Phase IV) dated December 15, 1982, was recorded in Volume 308, page 552-559 affecting lands described on the attached Schedule A.

NOW, THEREFORE, pursuant to Section 12 of the Declaration, the Dells Club Condominium Owners Association, Inc., the successor to the Declarant, hereby amends and restates the Fourth Amendment to the Declaration of Condominium (Phase IV), Section 3, to read:

"Paragraph 5 (b) of the Declaration is restated as follows:

- 5(b) The garage buildings contain a total of 78 divided cubicles ("Garage Spaces") which are intended for parking and/or storage of vehicles, boats and other items which are incidental to the residential purposes of the Condominium. Each Garage Space bears a number for identification as shown on the First Amendment to Condominium Plat (Phase II), the Second Amendment to Condominium Plat (Phase III) and the Fourth Amendment to Condominium Plat (Phase IV). All of the Garage Spaces are reserved and assigned initially for the exclusive use of Unit owners.

In all other respects, the Fourth Amendment to Declaration of Condominium (Phase IV) is restated (remaining material and Declaration is unchanged).

IN WITNESS WHEREOF, this document has been executed this 25th day of May, 2002.

**THE DELLS CLUB CONDOMINIUM
OWNERS ASSOCIATION, INC.**

BY:


Allen Maatta, President

ATTEST:


Donald Hoss, Secretary

Personally came before me this 15th day of October, 2005, the above-named Allen Maatta and Donald Hoss, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as officers, by its authority, for the purposes contained therein.



Notary Public, State of Wisconsin

My Commission: is term

This instrument was drafted by
Attorney William T Curran
111 Oak Street
Mauston WI 53948-0140

Tenth Amendment
SCHEDULE A

450415

The Dells Club (the "Condominium") created under the Wisconsin Condominium Ownership Act by Declaration of Condominium recorded June 11, 1979 in Volume 273 commencing at page 629, as Document #266526; the Condominium is located on real estate described in and subject to said Declaration and to all subsequent Amendments thereof and is more particularly described as follows:

Phase I.

Lot 1 of Certified Survey Map #861 recorded in Volume 4 CSM, page 137; and

Phase II.

Lot 2 of CSM #1006 recorded in Volume 4 CSM, page 372 and 373; and

Phase III.

Lot 3 of CSM #1238 recorded in Volume 5 CSM, page 239-240; and

Phase A, Area 1

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin, bounded by the following described line. Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 7.82 feet to the point of beginning; thence S 88° 00' W, 110.00 feet; thence N 2° 00' W, 245.00 feet; thence N 88° 00' E, 110.00 feet; thence S 2° 00' E, 245.00 feet to the point of beginning

Phase A, Area 2

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W 257.82 feet to the point of beginning; thence S 88° 00' W, 110.00 feet; thence N 2° 00' W, 245.00 feet; thence N 88° 00' E, 110.00 feet; thence S 2° 00' E, 245.00 feet to the point of beginning.

Phase A, Area 3

Also a road easement for ingress and egress to the above described parcels and located in GL 5, Section 25, T15N, R5E and SW¼ SW¼, Section 30, T15N, R6E, Town of Springville, Adams County, Wisconsin bounded by the following described lines: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 117.82 feet to the southwest corner of Spruce and the point of beginning; thence S 88° 00' W, 34.69 feet; thence southwesterly on a curve to the left, radius 20 feet, whose chord bears S 41° 30' W, 29.01 feet; thence S 5° 00' E, 85.91 feet; thence southeasterly on a curve to the left, radius 40 feet, whose chord bears S 48° 13' E, 54.78 feet; thence easterly on a curve to the right, radius 520 feet, whose chord bears S 88° 43' E, 49.33 feet; thence S 86° 00' E, 133.63 feet to the westerly R/W line of STH 13; thence S 7° 09' 20" W along said R/W line, 25.04 feet; thence N 86° 00' W, 132.25 feet; thence westerly on a curve to the left, radius 495 feet, whose chord bears S 87° 45' W, 107.78 feet; thence N 5° 00' W, 154.14 feet; thence northwesterly on a curve to the

left, radius 20 feet, whose chord bears N 48° 30' W, 27.53 feet; thence S 88° 00' W, 40.21 feet to the southwest corner of Balsam; thence N 2° 00' W, 25.00 feet; thence N 88° 00' E, 140.00 feet; thence S 2° 00' E, 25.00 feet to the point of beginning.

| Curve | Radius | Central Angle | Chord Bearing | Distance |
|-------|--------|---------------|---------------|----------|
| A | 495' | 12° 30' | N 87° 45' E | 107.78' |
| B | 520' | 5° 26' | N 88° 43' W | 49.33' |
| C | 20' | 87° 00' | N 48° 30' W | 27.53' |
| D | 20' | 93° 00' | N 41° 30' E | 29.01' |
| E | 40' | 86° 26' | N 48° 13' W | 54.78' |

Phase IV

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the northeast corner of Certified Survey Map No. 1238; thence West 569.32 feet to the point of beginning; thence continuing West 407.00 feet to the beginning of a meander line along the Wisconsin River, also being 50 feet, more or less, from the waters edge; thence North along said meander line, 286.20 feet to the end of the meander line, also being 55 feet, more or less from said waters edge; thence East, 407.00 feet; thence South 286.20 feet to the point of beginning. Including all land lying between the meander line and the waters edge. Contains 3.00 acres more or less.

Phase B

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 257.82 feet to the point of beginning; thence S 2° 00' E, 60.00 feet; thence S 88° 00' W, 138.00 feet; thence N 2° 00' W, 60.00 feet; thence N 88° 00' E, 138.00 feet to the point of beginning. Contains 8,280 sq. ft.

Phase C

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 1319.83 feet to the 1/16th corner; thence N 89° 38' 50" W along the 1/16th line, 133.15 feet to the point of beginning; thence S 32° 00' E, 215.34 feet; thence S 88° 00' W, 110.00 feet; thence N 32° 00' W, 220.68 feet; thence S 89° 38' 50" E, 112.77 feet to the point of beginning. Said parcel contains 20,770 sq. ft.

Also a road easement for ingress and egress to the above described parcel and located in the SW¼ SW¼, Section 30, T15N, R6E and GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet;

thence S 88° 00' W, 7.82 feet to the point of beginning; thence N 2° 00' W, 245.00 feet; thence N 32° 00' W, 215.34 feet; thence S 89° 38' 50" E, 90.23 feet; thence S 32° 00' E, 155.02 feet; thence S 2° 00' E, 293.54 feet; thence S 88° 00' W, 60.00 feet to the point of beginning.

Phase D

Phase D - Area 1

A parcel of land beginning at the southeast corner of Phase IV, Dells Club Condominium; thence North along the east line of said Phase IV, 286.20 feet; thence East, 593.35 feet; thence S 7° 09' 20" W, 228.27 feet; thence S 4° 13' 20" E, 59.87 feet to the northeast corner of Phase III; then West, 569.32 feet to the point of beginning. Said parcel contains 165,030 square feet.

Phase D - Area 2

A parcel of land bounded by the following described line: Commencing at the most southerly line of the road easement of Phase A, Dells Club Condominium where it connects to STH 13; thence N 86° 00' W along said road easement, 132.25 feet to the point of beginning; thence S 2° 00' W, 200.00 feet; thence N 80° 00' W, 165.00 feet; thence N 2° 00' E, 170.00 feet; thence N 71° 03' E, 61.58 feet to the most southwesterly corner of said road easement; thence easterly on curve to the right, radius 495.00 feet, whose chord bears N 87° 45' E, 107.70 feet to the point of beginning. Said parcel contains 31,690 sq. ft.

Phase D - Area 3

A parcel of land bounded by the following described line: Beginning at the northwest corner of Phase A, Dells Club Condominium of the Spruce building; thence S 2° 00' E along said Spruce building line, 220.00 feet; thence S 88° 00' W, 140.00 feet; thence N 2° 00' W, 250.00 feet; thence N 61° 13' E, 106.41 feet; thence S 32° 00' E, 90.00 feet to the point of beginning. Said parcel contains 37,680 sq. ft.

Phase D - Area 4

A parcel of land bounded by the following described line: Beginning at the southwest corner of Phase A, Dells Club Condominium of the Balsam building, also being on the north line of Phase B, Dells Club Condominium; thence S 88° 00' W, 40.00 feet; thence N 7° 19' W, 215.93 feet; thence N 88° 00' E, 60.00 feet; thence S 2° 00' E, 215.00 feet to the point of beginning. Said parcel contains 10,750 sq. ft.

All of Phase D is located in Government Lot 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin.

The above lands being all of the lands covered by the Dells Club Condominium Plat with all of its additions and amendments and including all units, to-wit: **Dells Club Condominium** including Walnut, Units 1-12; Oak, Units 1-12; Maple, Units 1-12; Cedar, Units 1-12; **Dells Club Condominium Phase II** including Aspen, Units 1-12; Birch, Units 1-12; Cherry, Units 1-12; Elm, Units 1-12; **Dells Club Condominium Phase III** including Fir, Units 1-12; Hawthorne,

Units 1-12; Dells Club Condominium Phase IV Amended including Juniper, Units 1-12; Laurel, Units 1-8; Dells Club Condominium Phase A including Balsam, Units 1-12; Spruce, Units 1-12; Dells Club Condominium Phase C including Pine, Units 1-12; Dells Club Condominium Phase B including Garage Units 101-109; Dells Club Condominium Phase E including Areas 1-4; 9th Amendment to the Dells Club Condominium as Phase II Addendum including Garage Units 3-12 and 67-72; 10th Amendment to the Dells Club Condominium Phase IV Addendum including Garage Units 73-83.

And Common Areas for all above Phases.

VOL 2874 PAGE 63

Recorded-Adams County WI
Register of Deeds Office-
Jodi M. Helgeson-RegisterReturn to: Curran Hollenbeck art-
PO Box 140
Mauston WI
53948

MAY 09 2002

Time: 10:00 AM
Volume: 2874 Page: 63-64
Fee: 130.2

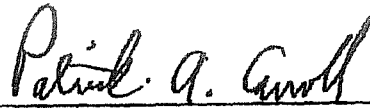
**SECOND ADDENDUM OF PHASE IV OF THE
DELLS CLUB CONDOMINIUMS: TENTH AMENDMENT
TO THE DECLARATION OF THE CONDOMINIUM PLAT**

The undersigned hereby certifies that this Tenth Amendment to the Declaration of the Condominium Plat, consisting of one page, is a correct representation of a portion of Phase IV of the Dells Club Condominiums and that the identification and location of each unit and the common elements in such amended portion of Phase IV can be determined from the Tenth Amendment to the Declaration of the Condominium Plat of the Dells Club Condominiums - Phase IV: Second Addendum. This certification is made pursuant to Sec. 703.11, Wis. Stats. The original Plat was recorded in the office of the Register of Deeds for Adams County as Document No. 266528.

CARROLL LAND SURVEYING
Mauston, Wisconsin

Dated: 4/03/02

BY:


Patrick Carroll
Registered Land Surveyor #S-1199**Description:**

Survey of Phase IV property described in the Declaration.

The undersigned hereby certifies that he has surveyed and mapped a portion of the real estate described as the Tenth Amendment to the Declaration of the Condominium Plat of the Dells Club Condominiums - Phase IV: Second Addendum, that said map is a correct representation of the exterior boundaries of the land and shows one proposed garage building in the existing Phase IV and in the newly added Phase IV: Second Addendum and has now been recorded in the Adams County Register of Deeds Office representing the Tenth Amendment to the Declaration of the Condominium Plat of the Dells Club Condominiums - Phase IV: Second Addendum.

CARROLL LAND SURVEYING
Mauston, Wisconsin

Dated: 4/03/02

BY:

Patrick A. Carroll
Patrick Carroll
Registered Land Surveyor #S-1199

In all other respects, the previously filed amendments to the Condominium Plat are ratified, affirmed, and remain unchanged.

CARROLL LAND SURVEYING
Mauston, Wisconsin

Dated: 4/03/02

BY:

Patrick A. Carroll
Patrick Carroll
Registered Land Surveyor #S-1199

This instrument was drafted by:
Attorney Paul S. Curran
Curran, Hollenbeck & Orton, S.C.
111 Oak Street, P.O. Box 140
Mauston, WI 53948

TENTH AMENDMENT TO THE DECLARATION OF THE CONDOMINIUM PLAT OF THE DELLS CLUB CONDOMINIUMS - PHASE IV SECOND ADDENDUM

PART OF GOV'T LOT 5 IN SECTION 25, T15N, R2E, TOWN OF SPRINGVILLE, ADAMS COUNTY, WIS. 53141.

DESCRIPTION: Part of Gov't Lot 5 in Section 25, T15N, R2E, Town of Springville, Adams County, Wisconsin.

DESCRIPTION LOT 1:

Commencing at the SE corner of said Section 25; thence along the section line bearing S 88-42-30 W, 1.00 foot, to the westerly 1/4 of S.E. 1/4, 118'; thence bearing N 04-18-20 W, 65.64 feet; thence bearing WEST, 851.07 feet, to the point of beginning. Thence bearing WEST, 215.00 feet; thence bearing NORTH, 226.00 feet; thence bearing EAST, 215.00 feet; thence bearing SOUTH, 205.20 feet, to the point of beginning, containing 01.088 a.c. or 1.41 acres.

DESCRIPTION L.O.R. 1:

Commencing at the SE corner of said Section 25; thence bearing N 88-42-30 W, 504.03 feet, to the point of beginning. Thence bearing S 88-42-30 W, 132.00 feet; thence bearing N 00-10-38 W, 58.25 feet; thence bearing S 88-42-30 W, 132.00 feet; thence bearing S 00-10-38 W, 32.25 feet, to the point of beginning, containing 485V a.c. or 0.10 acres.

SURVEYOR'S CERTIFICATE: I, Patrick A. Carroll, Registered Land Surveyor S-1109, of Madison, Wisconsin, hereby certify: That in compliance with the provisions of Subchapter 703.11 of the Wisconsin Statutes and the Adams County Subdivision Ordinance and under the direction of Paul Curran, Representative for owner of said land, I did survey, divide and map the above described property and that such map correctly represents the exterior boundaries and the subdivision of the land surveyed and mapped to the best of my knowledge and belief and that this Plat is a correct representation of the condominiums described.

Patrick A. Carroll
REGISTERED LAND SURVEYOR S-1109
PATRICK A. CARROLL 3/05/02
CARROLL SURVEYING, MADISON, WIS.

SURVEYOR'S NOTE: It is hereby agreed that the placing of monuments Section A-B 7-1-07 is waived.

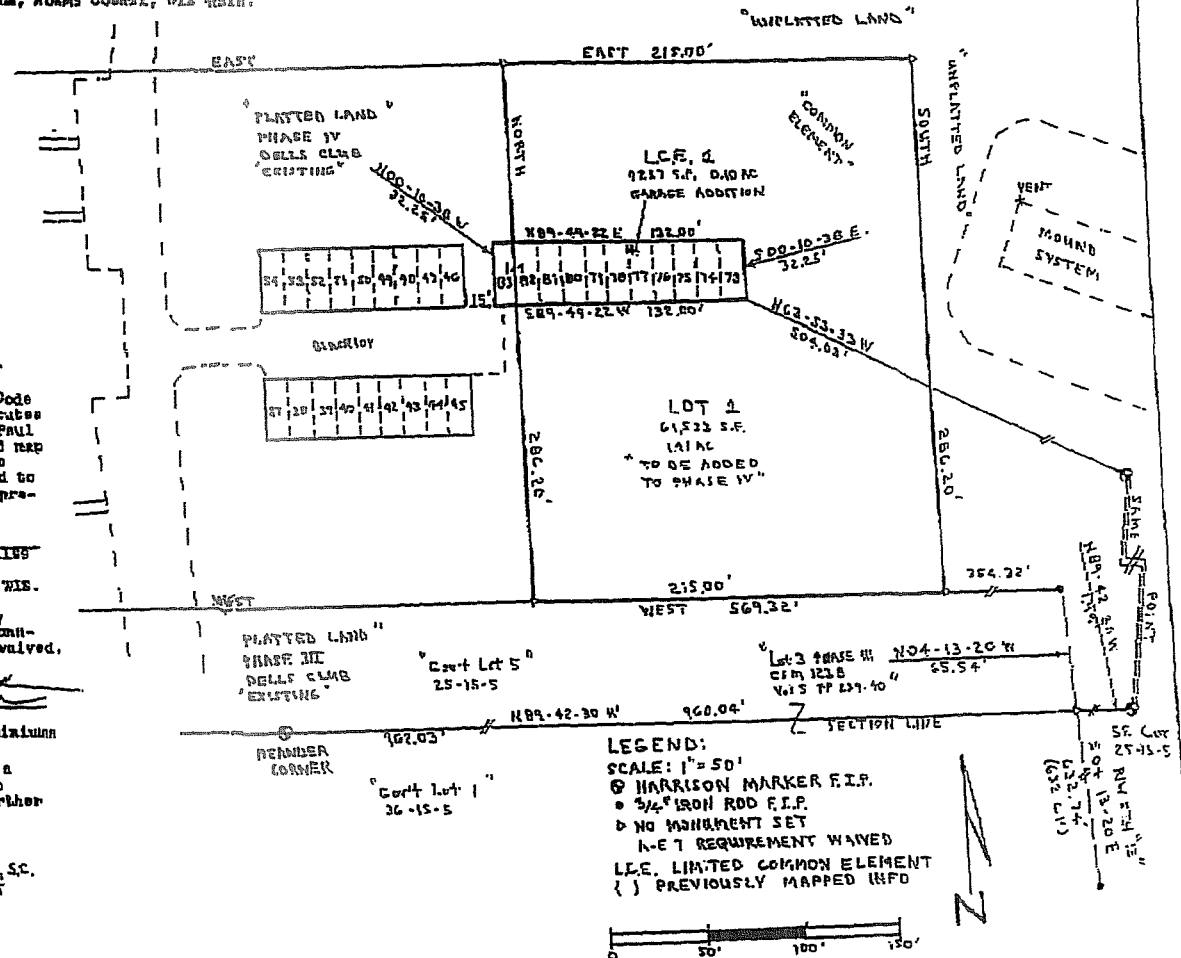
Allen C. Walker
ALLEN C. WALKER
President Dells Club Condominiums



SURVEYOR'S NOTE: The Limited Common Element (LCE) of this mapping is a proposed 11 unit garage building being part of the Tenth Amendment to the Dells Club Condominiums Phase IV. See additional covenants for further details.

REMARKS ARE REFERENCED TO THE SOUTH LINE OF SAID GOV'T LOT 5 BEARING S 88-42-30 W. SOUTH 25 ASSIGNED TO BEAR N 88-42-30 W.

SURVEYED FOR:
ATTY. PAUL CURRAN
CURRAN, ROLLENBECK & ORTON, S.C.
P.O. BOX 140, 111 OAK STREET
MADISON, WI 53746
608-847-7363



Document Number

DELLS CLUB CONDOMINIUM

1ST AMENDMENT TO THE DECLARATION 888-696-8695

VOL 3791 PAGE 19

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

DEC 09 2004

Time: 10:40 AM
Volume: 3791 Page: 1
Fee: \$21 pd

3580-6

Recording Area

Name and Return Address
Atty. William T. Curran
111 Oak Street
Mauston WI 53948 -0140

Parcel Identification Number (PIN)

THE DELLS CLUB CONDOMINIUMS
ELEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM

WHEREAS, a Declaration of Condominium dated June 11, 1979 affecting certain property in Adams County, Wisconsin (the "Declaration") was recorded on said date in volume 273 of Records, page 629-673; and

WHEREAS, 10 amendments to the Declaration have subsequently been recorded affecting the lands described on the attached sheet.

NOW, THEREFORE, pursuant to Section 12 of the Declaration, the Dells Club condominium Owners Association, Inc., the successor to declarant, hereby states the 11th amendment to the Declaration of Condominium, amending Section 6(b) to read as follows:

"(b) There shall be one vote appertaining to each unit up to a maximum of three votes. No individual or entity or combination with common ownership, shall own more than three units, any of which were acquired after February 1, 2003, at any time."

In all other respects, the Declaration of Condominium and its 10 preceding amendments are restated.

IN WITNESS WHEREOF, this document has been executed this 22nd day of MARCH, 2003.

DELLS CLUB CONDOMINIUM
OWNERS ASSOCIATION, INC.

BY: [Signature]
Allen C. Maatta, President

ATTEST:
BY: [Signature]
Donald J. Hoss, Secretary

STATE OF WISCONSIN)
)
JUNEAU COUNTY) SS.

Personally came before me this 16th day of November, 2008, the above named Allen Maatta, President and Donald J. Hoss, Secretary to me known to be the persons and officers who executed the foregoing instrument and acknowledge they executed the same as officers, by its authority, for the purposes therein contained.

Wm. Curran
Notary Public, JUNEAU, County, WI
My Commission expires: is permanent.

This instrument was drafted by
Attorney William T. Curran.

Please return to:

Atty. William T. Curran
111 Oak Street, PO Box 140
Mauston, WI 53948-0140

Dells Club Condominium
11th Amendment to Declaration of Condominium
Affecting the Following Lands

The Dells Club (the "Condominium") created under the Wisconsin Condominium Ownership Act by Declaration of Condominium recorded June 11, 1979 in Volume 273 commencing at page 629, as Document #266526; the Condominium is located on real estate described in and subject to said Declaration and to all subsequent Amendments thereof and is more particularly described as follows:

Phase I.

Lot 1 of Certified Survey Map #861 recorded in Volume 4 CSM, page 137; and

Phase II.

Lot 2 of CSM #1006 recorded in Volume 4 CSM, page 372 and 373; and

Phase III.

Lot 3 of CSM #1238 recorded in Volume 5 CSM, page 239-240; and

Phase A, Area 1

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin, bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 7.82 feet to the point of beginning; thence S 88° 00' W, 110.00 feet; thence N 2° 00' W, 245.00 feet; thence N 88° 00' E, 110.00 feet; thence S 2° 00' E, 245.00 feet to the point of beginning.

Phase A, Area 2

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W 257.82 feet to the point of beginning; thence S 88° 00' W, 110.00 feet; thence N 2° 00' W, 245.00 feet; thence N 88° 00' E, 110.00 feet; thence S 2° 00' E, 245.00 feet to the point of beginning.

Phase A, Area 3

Also a road easement for ingress and egress to the above described parcels and located in GL 5, Section 25, T15N, R5E and SW¼ SW¼, Section 30, T15N, R6E, Town of Springville, Adams County, Wisconsin bounded by the following described lines: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 117.82 feet to the southwest corner of Spruce and the point of beginning; thence S 88° 00' W, 34.69 feet; thence southwesterly on a curve to the left, radius 20 feet, whose chord bears S 41° 30' W, 29.01 feet; thence S 5° 00' E, 85.91 feet; thence southeasterly on a curve to the left, radius 40 feet, whose chord bears S 48° 13' E, 54.78 feet; thence easterly on a curve to the right, radius 520 feet, whose chord bears S 88° 43' E, 49.33 feet; thence S 86° 00' E, 133.63 feet to the westerly R/W line of STH 13; thence S 7° 09' 20" W along said R/W line, 25.04 feet; thence N

86° 00' W, 132.25 feet; thence westerly on a curve to the left, radius 495 feet, whose chord bears S 87° 45' W, 107.78 feet; thence N 5° 00' W, 154.14 feet; thence northwesterly on a curve to the left, radius 20 feet, whose chord bears N 48° 30' W, 27.53 feet; thence S 88° 00' W, 40.21 feet to the southwest corner of Balsam; thence N 2° 00' W, 25.00 feet; thence N 88° 00' E, 140.00 feet; thence S 2° 00' E, 25.00 feet to the point of beginning.

| Curve | Radius | Central Angle | Chord Bearing | Distance |
|-------|--------|---------------|---------------|----------|
| A | 495' | 12° 30' | N 87° 45' E | 107.78' |
| B | 520' | 5° 26' | N 88° 43' W | 49.33' |
| C | 20' | 87° 00' | N 48° 30' W | 27.53' |
| D | 20' | 93° 00' | N 41° 30' E | 29.01' |
| E | 40' | 86° 26' | N 48° 13' W | 54.78' |

Phase IV

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the northeast corner of Certified Survey Map No. 1238; thence West 569.32 feet to the point of beginning; thence continuing West 407.00 feet to the beginning of a meander line along the Wisconsin River, also being 50 feet, more or less, from the waters edge; thence North along said meander line, 286.20 feet to the end of the meander line, also being 55 feet, more or less from said waters edge; thence East, 407.00 feet; thence South 286.20 feet to the point of beginning. Including all land lying between the meander line and the waters edge. Contains 3.00 acres more or less.

Phase B

A parcel of land located in GL 5, Section 2, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 257.82 feet to the point of beginning; thence S 2° 00' E, 60.00 feet; thence S 88° 00' W, 138.00 feet; thence N 2° 00' W, 60.00 feet; thence N 88° 00' E, 138.00 feet to the point of beginning. Contains 8,280 sq. ft.

Phase C

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 1319.83 feet to the 1/16th corner; thence N 89° 38' 50" W along the 1/16th line, 133.15 feet to the point of beginning; thence S 32° 00' E, 215.34 feet; thence S 88° 00' W, 110.00 feet; thence N 32° 00' W, 220.68 feet; thence S 89° 38' 50" E, 112.77 feet to the point of beginning. Said parcel contains 20,770 sq. ft.

Also a road easement for ingress and egress to the above described parcel and located in the SW¼ SW¼, Section 30, T15N, R6E and GL 5, Section 25, T15N, R5E, Town of Springville,

Adams County, Wisconsin bounded by the following described line; Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 7.82 feet to the point of beginning; thence N 2° 00' W, 245.00 feet; thence N 32° 00' W, 215.34 feet; thence S 89° 38' 50" E, 90.23 feet; thence S 32° 00' E, 155.02 feet; thence S 2° 00' E, 293.54 feet; thence S 88° 00' W, 60.00 feet to the point of beginning.

Phase D

Phase D - Area 1

A parcel of land beginning at the southeast corner of Phase IV, Dells Club Condominium; thence North along the east line of said Phase IV, 286.20 feet; thence East, 593.35 feet; thence S 7° 09' 20" W, 228.27 feet; thence S 4° 13' 20" E, 59.87 feet to the northeast corner of Phase III; thence West, 569.32 feet to the point of beginning. Said parcel contains 165,030 square feet.

Phase D - Area 2

A parcel of land bounded by the following described line: Commencing at the most southerly line of the road easement of Phase A, Dells Club Condominium where it connects to STH 13; thence N 86° 00' W along said road easement, 132.25 feet to the point of beginning; thence S 2° 00' W, 200.00 feet; thence N 80° 00' W, 165.00 feet; thence N 2° 00' E, 170.00 feet; thence N 71° 03' E, 61.58 feet to the most southwesterly corner of said road easement; thence easterly on a curve to the right, radius 495.00 feet, whose chord bears N 87° 45' E, 107.70 feet to the point of beginning. Said parcel contains 31,690 sq. ft.

Phase D - Area 3

A parcel of land bounded by the following described line: Beginning at the northwest corner of Phase A, Dells Club Condominium of the Spruce building; thence S 2° 00' E along said Spruce building line, 220.00 feet; thence S 88° 00' W, 140.00 feet; thence N 2° 00' W, 250.00 feet; thence N 61° 13' E, 106.41 feet; thence S 32° 00' E, 90.00 feet to the point of beginning. Said parcel contains 37,680 sq. ft.

Phase D - Area 4

A parcel of land bounded by the following described line: Beginning at the southwest corner of Phase A, Dells Club Condominium of the Balsam building, also being on the north line of Phase B, Dells Club Condominium; thence S 88° 00' W, 40.00 feet; thence N 7° 19' W, 215.93 feet; thence N 88° 00' E, 60.00 feet; thence S 2° 00' E, 215.00 feet to the point of beginning. Said parcel contains 10,750 sq. ft.

All of Phase D is located in Government Lot 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin.

The Dells Club (the "Condominium") created under the Wisconsin Condominium Ownership Act by Declaration of Condominium recorded June 11, 1979 in Volume 273 commencing at page 629, as Document #266526; the Condominium is located on real estate described in and subject to said Declaration and to all subsequent Amendments thereof and is more particularly described as follows:

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Lot 1 of Certified Survey Map #861 recorded in Volume 4 CSM, page 137; and

Phase II.

Lot 2 of CSM #1006 recorded in Volume 4 CSM, page 372 and 373; and

Phase III.

Lot 3 of CSM #1238 recorded in Volume 5 CSM, page 239-240; and

Phase A, Area 1

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin, bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 7.82 feet to the point of beginning; thence S 88° 00' W, 110.00 feet; thence N 2° 00' W, 245.00 feet; thence N 88° 00' E, 110.00 feet; thence S 2° 00' E, 245.00 feet to the point of beginning.

Phase A, Area 2

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W 257.8 feet to the point of beginning; thence S 88° 00' W, 110.00 feet; thence N 2° 00' W, 245.00 feet; thence N 88° 00' E, 110.00 feet; thence S 2° 00' E, 245.00 feet to the point of beginning.

Phase A, Area 3

Also a road easement for ingress and egress to the above described parcels and located in GL 5, Section 25, T15N, R5E and SW¼ SW¼, Section 30, T15N, R6E, Town of Springville, Adams County, Wisconsin bounded by the following described lines: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 117.82 feet to the southwest corner of Spruce and the point of beginning; thence S 88° 00' W, 34.69 feet; thence southwesterly on a curve to the left, radius 20 feet, whose chord bears S 41° 30' W, 29.01 feet; thence S 5° 00' E, 85.91 feet; thence southeasterly on a curve to the left, radius 40 feet, whose chord bears S 48° 13' E, 54.78 feet; thence easterly on a curve to the right, radius 520 feet, whose chord bears S 88° 43' E, 49.33 feet; thence S 86° 00' E, 133.63 feet to the westerly R/W line of STH 13; thence S 7° 09' 20" W along said R/W line, 25.04 feet; thence N 86° 00' W, 132.25 feet; thence westerly on a curve to the left, radius 495 feet, whose chord bears S 87° 45' W, 107.78 feet; thence N 5° 00' W, 154.14 feet; thence northwesterly on a curve to the left, radius 20 feet, whose chord bears N 48° 30' W, 27.53 feet; thence S 88° 00' W, 40.21 feet to the southwest corner of Balsam; thence N 2° 00' W, 25.00 feet; thence N 88° 00' E, 140.00 feet; thence S 2° 00' E, 25.00 feet to the point of beginning.

| | | | | |
|---|------|---------|-------------|---------|
| A | 495' | 12° 30' | N 87° 45' E | 107.78' |
| B | 520' | 5° 26' | N 88° 43' W | 49.33' |
| C | 20' | 87° 00' | N 48° 30' W | 27.53' |
| D | 20' | 93° 00' | N 41° 30' E | 29.01' |
| E | 40' | 86° 26' | N 48° 13' W | 54.78' |

Phase IV

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the northeast corner of Certified Survey Map No. 1238; thence West 569.32 feet to the point of beginning; thence continuing West 407.00 feet to the beginning of a meander line along the Wisconsin River, also being 50 feet, more or less, from the waters edge; thence North along said meander line, 286.20 feet to the end of the meander line, also being 55 feet, more or less from said waters edge; thence East, 407.00 feet; thence South 286.20 feet to the point of beginning. Including all land lying between the meander line and the waters edge. Contains 3.00 acres more or less.

Phase B

A parcel of land located in GL 5, Section 2, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 257.82 feet to the point of beginning; thence S 2° 00' E, 60.00 feet; thence S 88° 00' W, 138.00 feet; thence N 2° 00' W, 60.00 feet; thence N 88° 00' E, 138.00 feet to the point of beginning. Contains 8,280 sq. ft.

Phase C

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 1319.83 feet to the 1/16th corner; thence N 89° 38' 50" W along the 1/16th line, 133.15 feet to the point of beginning; thence S 3° 00' E, 215.34 feet; thence S 88° 00' W, 110.00 feet; thence N 32° 00' W, 220.68 feet; thence S 89° 38' 50" E, 112.77 feet to the point of beginning. Said parcel contains 20,770 sq. ft.

Also a road easement for ingress and egress to the above described parcel and located in the SW¼ SW¼, Section 30, T15N, R6E and GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line; Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 7.82 feet to the point of beginning; thence N 2° 00' W, 245.00 feet; thence N 32° 00' W, 215.34 feet; thence S 89° 38' 50" E, 90.23 feet; thence S 32° 00' E, 155.02 feet; thence S 2° 00' E, 293.54 feet; thence S 88° 00' W, 60.00 feet to the point of beginning.

Phase D

Phase D - Area 1

A parcel of land beginning at the southeast corner of Phase IV, Dells Club Condominium; thence North along the east line of said Phase IV, 286.20 feet; thence East, 593.35 feet; thence S 7° 09' 20" W, 228.27 feet; thence S 4° 13' 20" E, 59.87 feet to the northeast corner of Phase III; thence West, 569.32 feet to the point of beginning. Said parcel contains 165,030 square feet.

A parcel of land bounded by the following described line: Commencing at the most southerly line of the road easement of Phase A, Dells Club Condominium where it connects to STH 13; thence N 86E 00⁺ W along said road easement, 132.25 feet to the point of beginning; thence S 00⁺ W, 200.00 feet; thence N 80E 00⁺ W, 165.00 feet; thence N 2E00⁺ E, 170.00 feet; thence N 71E03⁺ E, 61.58 feet to the most southwesterly corner of said road easement; thence easterly on curve to the right, radius 495.00 feet, whose chord bears N 87E 45⁺ E, 107.70 feet to the point beginning. Said parcel contains 31,690 sq. ft.

Phase D - Area 3

A parcel of land bounded by the following described line: Beginning at the northwest corner of Phase A, Dells Club Condominium of the Spruce building; thence S2E 00⁺ E along said Spruce building line, 220.00 feet; thence S 88E 00⁺ W, 140.00 feet; thence N 2E 00⁺ W, 250.00 feet; thence N 61E 13⁺ E, 106.41 feet; thence S 32E 00⁺ E, 90.00 feet to the point of beginning. Said parcel contains 37,680 sq. ft.

Phase D - Area 4

A parcel of land bounded by the following described line: Beginning at the southwest corner of Phase A, Dells Club Condominium of the Balsam building, also being on the north line of Phase B, Dells Club Condominium; thence S 88E 00⁺ W, 40.00 feet; thence N 7E 19⁺ W, 215.93 feet; thence N 88E 00⁺ E, 60.00 feet; thence S 2E 00⁺ E, 215.00 feet to the point of beginning. Said parcel contains 10,750 sq. ft.

All of Phase D is located in Government Lot 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin.

The above lands being all of the lands covered by the Dells Club Condominium Plat with all of its additions and amendments and including all units, to-wit: **Dells Club Condominium** including Walnut, Units 1-12; Oak, Units 1-12; Maple, Units 1-12; Cedar, Units 1-12; **Dells Club Condominium Phase II** including Aspen, Units 1-12; Birch, Units 1-12; Cherry, Units 1-12; Elm, Units 1-12; **Dells Club Condominium Phase III** including Fir, Units 1-12; Hawthorne, Units 1-12; **Dells Club Condominium Phase IV Amended** including Juniper, Units 1-12; Laurel, Units 1-8; **Dells Club Condominium Phase A** including Balsam, Units 1-12; Spruce, Units 1-12; **Dells Club Condominium Phase C** including Pine, Units 1-12; **Dells Club Condominium Phase B** including Garage Units 101-109; **Dells Club Condominium Phase D** including Areas 1-4; 9th Amendment to the Dells Club Condominium as Phase II Addendum including Garage Units 3-12 and 67-72; 10th Amendment to the Dells Club Condominium Phase IV Addendum including Garage Units 73-83 and Common Areas for all above Phases.

- ① phase III Garage Units 31-36
- ② phase IV Amended Garage Units 37-54
- ③ phase II Garage Units 13-30

Lot Number

**THE DELLS CLUB CONDOMINIUMS
TWELFTH AMENDMENT TO
DECLARATION OF CONDOMINIUM**

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[VOL **4000** PAGE

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Time: 11:15 am

Volume: 4000 Page

Fee: 2/pul 2827

Recording Area

Name and Return Address
Atty William T Curran
111 Oak Street, PO Box 140
Mauston, WI 53948-0140

Parcel Identification Number (PIN)

Information Professionals Co., P

THE DELLS CLUB CONDOMINIUMS
TWELFTH AMENDMENT TO DECLARATION OF CONDOMINIUM

WHEREAS, a Declaration of Condominium dated June 11, 1979 affecting certain property in Adams County, Wisconsin (the "Declaration") was recorded on said date in Volume 273 of Records, page 629-673; and

WHEREAS, 11 amendments to the Declaration have subsequently been recorded affecting the lands described on the attached sheet.

NOW, THEREFORE, pursuant to Section 12 of the Declaration, the Dells Club Condominium Owners Association, Inc., the successor to declarant, hereby states the Twelfth Amendment to the Declaration of Condominium, as follows:

Section 6(b), as amended, is revoked and recreated to read:

"Section 6(b)

There shall be one vote appertaining to each unit up to a maximum of three votes. No person shall own any interest in more than 3 units, any of which were acquired after February 1, 2003, whether that ownership be in the person's name, individually, as a marital property interest, or as an interest in a separate entity or venture holding title to a unit."

Section 7. Residential Use. is amended by adding the following language:
"Short term rentals or leases, meaning anything less than 30 consecutive days, is prohibited and is considered a commercial, rather than a residential, use. An owner of a unit as of June 1, 2005 shall retain the right to rent their unit on a short term basis as a pre-existing, non-conforming use (grandfathered) providing the number of units in the short-term rental program does not exceed 40 units, at any given time, as identified on the list maintained at the association office. Such grandfathered right to short term rentals is not assignable to others. Further, this grandfathered right to short term rentals will lapse upon a sale or transfer of any part of the ownership of the unit to anyone outside of the immediate family of the unit owner, meaning spouse, parents, or children. Longer term rental, one month or more, will still be allowed. This prohibition against short term rental applies only to the unit owner, but to anyone to whom they rent or contract the use of the unit."

In all other respects, the Declaration of Condominium and its eleven preceding amendments are restated and incorporated herein by reference.

DELLS CLUB CONDOMINIUM
OWNERS ASSOCIATION, INC.

BY: [Signature]
Allen C. Maatta, President

ATTEST:

[Signature]
Donald D. Hoss, Secretary

STATE OF WISCONSIN)
JUNEAU COUNTY)

ss.

Personally came before me this 23 day of July, 2005, the above named Allen Maatta, President and Donald D. Hoss, Secretary to me known to be the persons and officers who executed the foregoing instrument and acknowledge they executed the same as officers, by its authority, for the purposes therein contained.

[Signature]
Notary Public, Juneau County, WI
My Commission expires: Perm.

This instrument was drafted by
Attorney William T. Curran.

Please return to:

Atty. William T. Curran
111 Oak Street, PO Box 140
Mauston, WI 53948-0140

Recorded: Adams C
Register of Deeds
Jodi M. Helgeson

DEC 27 2008
Time: 9:55 AM
Recording Fee: 23.00
Transfer Fee: -
of Pages: 7
Receipt # 7625

Recording Area

Name and Return Address
Atty Wm T Curran
PO Box 140
Mauston WI 53948-0140

Parcel Identification Number (PIN)

**THE DELLS CLUB CONDOMINIUMS
THIRTEENTH AMENDMENT TO CONDOMINIUM DECLARATION
(PHASE II)**

WHEREAS, a Declaration of Condominium dated June 11, 1979 affecting certain property in Adams County, Wisconsin (the "Declaration") was recorded on said date in Volume 27 of Records, page 629-673; and

WHEREAS, the First Amendment to Declaration of Condominium (Phase II) dated November 20, 1980 was recorded in Volume 288 of Records, page 576-580, as Document #274 affecting lands described as follows: on the attached Schedule A.

NOW, THEREFORE, pursuant to Section 12 of the Declaration, the Dells Club Condominium Owners Association, Inc., the successor to the Declarant, hereby amends and restates the First Amendment to the Declaration of Condominium (Phase II), Section 2, last paragraph to read:

"There are also not 6, but 12 garage buildings which are limited common elements which building 12 is shown on the Thirteenth Amendment to the Condominium Plat (Phase II)."

5. Description of Limited Common Elements.

- b. The existing material in this section remains the same limited to the garage buildings which contain a total of 84 divided cubicles (garage spaces) (limited common elements).

In all other respects, the First Amendment to Declaration of Condominium (Phase II) is restated (remaining material and Declaration is unchanged).

- 5(b) The garage buildings contain a total of 84 divided cubicles ("Garage Spaces") which are intended for parking and/or storage of vehicles, boats and other items which are incidental to the residential purposes of the Condominium. Each Garage Space has a number for identification as shown on the First Amendment to Condominium Declaration (Phase II), the Second Amendment to Condominium Plat (Phase III) and the Fourth Amendment to Condominium Plat (Phase IV). All of the Garage Spaces are reserved and assigned initially for the exclusive use of Unit owners.

In all other respects, the Fourth Amendment to Declaration of Condominium (Phase IV) is restated (remaining material and Declaration is unchanged).

IN WITNESS WHEREOF, this document has been executed this 28th May, 2005.

THE DELLS CLUB CONDOMINIUM
OWNERS ASSOCIATION, INC.

BY:

Allen Maatta
Allen Maatta, President

ATTEST:

Donald G. Hoss
Donald Hoss, Secretary

Personally came before me this 15th day of October, 2005, the above-named Maatta and Donald Hoss, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as officers, by its authority, for the purposes contained therein.

W. S. Curran
Notary Public, State of Wisconsin
My Commission: Renew

This instrument was drafted by
Attorney William T Curran
111 Oak Street
Mauston WI 53948-0140

left, radius 20 feet, whose chord bears N 48° 30' W, 27.53 feet; thence S 88° 00' W, 40.21 feet to the southwest corner of Balsam; thence N 2° 00' W, 25.00 feet; thence N 88° 00' E, 140.00 feet; thence S 2° 00' E, 25.00 feet to the point of beginning.

| Curve | Radius | Central Angle | Chord Bearing | Distance |
|-------|--------|---------------|---------------|----------|
| A | 495' | 12° 30' | N 87° 45' E | 107.78' |
| B | 520' | 5° 26' | N 88° 43' W | 49.33' |
| C | 20' | 87° 00' | N 48° 30' W | 27.53' |
| D | 20' | 93° 00' | N 41° 30' E | 29.01' |
| E | 40' | 86° 26' | N 48° 13' W | 54.78' |

Phase IV

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the northeast corner of Certified Survey Map No. 1238; thence West 569.32 feet to the point of beginning; thence continuing West 407.00 feet to the beginning of a meander line along the Wisconsin River, also being 50 feet, more or less, from the waters edge; thence North along said meander line, 286.00 feet to the end of the meander line, also being 55 feet, more or less from said waters edge; thence East, 407.00 feet; thence South 286.20 feet to the point of beginning. Including all land lying between the meander line and the waters edge. Contains 3.00 acres more or less

Phase B

A parcel of land located in GL 5, Section 2, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 257.82 feet to the point of beginning; thence S 2° 00' E, 60.00 feet; thence S 88° 00' W, 138.00 feet; thence N 2° 00' W, 60.00 feet; thence N 88° 00' E, 138.00 feet to the point of beginning. Contains 8,280 sq. ft.

Phase C

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of Section 25; thence N 0° 22' 30" E along the section line, 1319.83 feet to the 1/16th corner; thence N 89° 38' 50" W along the 1/16th line, 133.15 feet to the point of beginning; thence S 88° 00' E, 215.34 feet; thence S 88° 00' W, 110.00 feet; thence N 32° 00' W, 220.68 feet; thence S 89° 38' 50" E, 112.77 feet to the point of beginning. Said parcel contains 20,770 sq. ft.

Also a road easement for ingress and egress to the above described parcel and located in the SW¼ SW¼, Section 30, T15N, R6E and GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line; Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet

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thence S 88° 00' W, 7.82 feet to the point of beginning; thence N 2° 00' W, 245.00 feet; thence N 32° 00' W, 215.34 feet; thence S 89° 38' 50" E, 90.23 feet; thence S 32° 00' E, 155.02 feet; thence S 2° 00' E, 293.54 feet; thence S 88° 00' W, 60.00 feet to the point of beginning.

Phase D

Phase D - Area 1

A parcel of land beginning at the southeast corner of Phase IV, Dells Club Condominium; thence North along the east line of said Phase IV, 286.20 feet; thence East, 593.35 feet; thence S 7° 00' 20" W, 228.27 feet; thence S 4° 13' 20" E, 59.87 feet to the northeast corner of Phase III; thence West, 569.32 feet to the point of beginning. Said parcel contains 165,030 square feet.

Phase D - Area 2

A parcel of land bounded by the following described line: Commencing at the most southerly line of the road easement of Phase A, Dells Club Condominium where it connects to STH 13; thence N 86° 00' W along said road easement, 132.25 feet to the point of beginning; thence S 88° 00' W, 200.00 feet; thence N 80° 00' W, 165.00 feet; thence N 2° 00' E, 170.00 feet; thence N 71° 03' E, 61.58 feet to the most southwesterly corner of said road easement; thence easterly curve to the right, radius 495.00 feet, whose chord bears N 87° 45' E, 107.70 feet to the point of beginning. Said parcel contains 31,690 sq. ft.

Phase D - Area 3

A parcel of land bounded by the following described line: Beginning at the northwest corner of Phase A, Dells Club Condominium of the Spruce building: thence S 2° 00' E along said Spruce building line, 220.00 feet; thence S 88° 00' W, 140.00 feet; thence N 2° 00' W, 250.00 feet; thence N 61° 13' E, 106.41 feet; thence S 32° 00' E, 90.00 feet to the point of beginning. Said parcel contains 37,680 sq. ft.

Phase D - Area 4

A parcel of land bounded by the following described line: Beginning at the southwest corner of Phase A, Dells Club Condominium of the Balsam building, also being on the north line of Phase B, Dells Club Condominium; thence S 88° 00' W, 40.00 feet; thence N 7° 19' W, 215.93 feet; thence N 88° 00' E, 60.00 feet; thence S 2° 00' E, 215.00 feet to the point of beginning. Said parcel contains 10,750 sq. ft.

All of Phase D is located in Government Lot 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin.

The above lands being all of the lands covered by the Dells Club Condominium Plat with all of its additions and amendments and including all units, to-wit: **Dells Club Condominium** including Walnut, Units 1-12; Oak, Units 1-12; Maple, Units 1-12; Cedar, Units 1-12; **Dells Club Condominium Phase II** including Aspen, Units 1-12; Birch, Units 1-12; Cherry, Units 1-12; Elm, Units 1-12; **Dells Club Condominium Phase III** including Fir, Units 1-12; Hawthorn

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Units 1-12; **Dells Club Condominium Phase IV Amended** including Juniper, Units 1-12; Laurel, Units 1-8; **Dells Club Condominium Phase A** including Balsam, Units 1-12; Spruce Units 1-12; **Dells Club Condominium Phase C** including Pine, Units 1-12; **Dells Club Condominium Phase B** including Garage Units 101-109; **Dells Club Condominium Phase** including Areas 1-4; 9th Amendment to the Dells Club Condominium as Phase II Addendum including Garage Units 3-12 and 67-72; 10th Amendment to the Dells Club Condominium Phase IV Addendum including Garage Units 73-83; 13th Amendment to Dells Club Condominium, Phase II, 2nd Addendum including Garage Units 84-89.

And Common Areas for all above Phases.

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Jodi M. Helgeson-Register

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of Pages: 2
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PO Box 140
Mauston WI 53948-0140

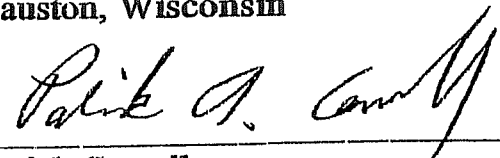
**THIRTEENTH AMENDMENT TO DECLARATION OF THE CONDOMINIUM
THE DELLS CLUB CONDOMINIUM, PHASE II, 2ND ADDENDUM**

The undersigned hereby certifies that this Thirteenth Amendment to the Declaration of the Condominium Plat, consisting of one page, is a correct representation of a portion of Phase II of the Dells Club Condominiums and that the identification and location of each unit and the common elements in such amended portion of Phase II can be determined from the Thirteenth Amendment to the Declaration of the Condominium Plat of the Dells Club Condominiums - Phase II: Second Addendum. This certification is made pursuant to § 703.11, Wis. Stats. The original Plat was recorded in the office of the Register of Deeds, Adams County as Document No. 266528 and the First Amendment to Condominium Plat creating Phase II was recorded as Document No. 274654.

CARROLL LAND SURVEYING
Mauston, Wisconsin

Dated: 8/5/05

BY:


Patrick Carroll
Registered Land Surveyor #S-1199

Description:

Survey of Phase II property described in the Declaration.

The undersigned hereby certifies that he has surveyed and mapped a portion of real estate described as the Thirteenth Amendment to the Declaration of the Condominium Plat of the Dells Club Condominiums - Phase II: Second Addendum, that said map is a

correct representation of the exterior boundaries of the land and shows one proposed garage building (LCE4) consisting of Garage Stalls 84-89 in the existing Phase II and in the newly added Phase II: Second Addendum.

CARROLL LAND SURVEYING
Mauston, Wisconsin

Dated: 9/05/05

BY: Patrick A. Carroll
Patrick Carroll
Registered Land Surveyor #S-1199

In all other respects, the previously filed amendments to the Condominium Plan are ratified, affirmed, and remain unchanged.

CARROLL LAND SURVEYING
Mauston, Wisconsin

Dated: 9/05/05

BY: Patrick A. Carroll
Patrick Carroll
Registered Land Surveyor #S-1199

STATE OF WISCONSIN)
JUNEAU COUNTY) SS

Personally came before me this 5th day of August, 2005, the above named Patrick Carroll, to me known to be the person who executed the foregoing and acknowledged.

This instrument was drafted by:
Attorney William T. Curran
Curran, Hollenbeck & Orton, S.C.
111 Oak Street, P.O. Box 140
Mauston, WI 53948

William T. Curran
William T Curran, Notary Public
Juneau County, Wisconsin.
My Commission is Permanent.

ADDENDUM OF THE THIRTEENTH AMENDMENT TO THE DECLARATION OF THE CONDOMINIUM PLAT OF THE DELLS CLUB CONDOMINIUMS- PHASE II SECOND ADDENDUM

PART OF GOV'T LOT 1, SECTION 36, T15N, R5E, TOWN OF SPRINGVILLE, ADAMS COUNTY, WISCONSIN. ALSO BEING A PART OF CSM 1006, VOL. 4, PP. 372-373.

DESCRIPTION: Part of Gov't Lot 1, Section 36, T15N, R5E, Town of Springville, Adams County, Wisconsin. Also being a part of CSM 1006, Vol. 4, PP. 372-373, to-wit:

*Also being a part of the Common Area, Phase II Dells Club Condominiums Commencing at the NE corner of said Section 36; thence bearing S 24-39-16 W, 820.37 feet, to the point of beginning.

Thence bearing S 03-47-45 E, 32.00 feet; thence bearing N 86-12-15 E, 74.00 feet; thence bearing N 03-47-45 E, 32.00 feet; thence bearing S 86-12-15 E, 74.00 feet, to the point of beginning, containing 2368 s.f. or 0.05 acres.

SURVEYOR'S CERTIFICATE: I, Patrick A. Carroll, Registered Land Surveyor S-1198, of Mauston, Wisconsin, hereby certify:

That in compliance with the provisions of Chapter 236.34 & Condominium 705.11 of the Wisconsin Statutes and the Adams County Subdivision Ordinance and under the direction of ALLEN MAATTA, Representative of the Dells Club, I did survey, divide and map the above described property and that such map correctly represents the exterior boundaries and the division of the land surveyed and mapped to the best of my knowledge and belief; and that this Addendum of the Thirteenth Amendment to the Declaration of the Condominium Plat of the Dells Club Condominiums - Phase II is a correct representation of the condominium described.

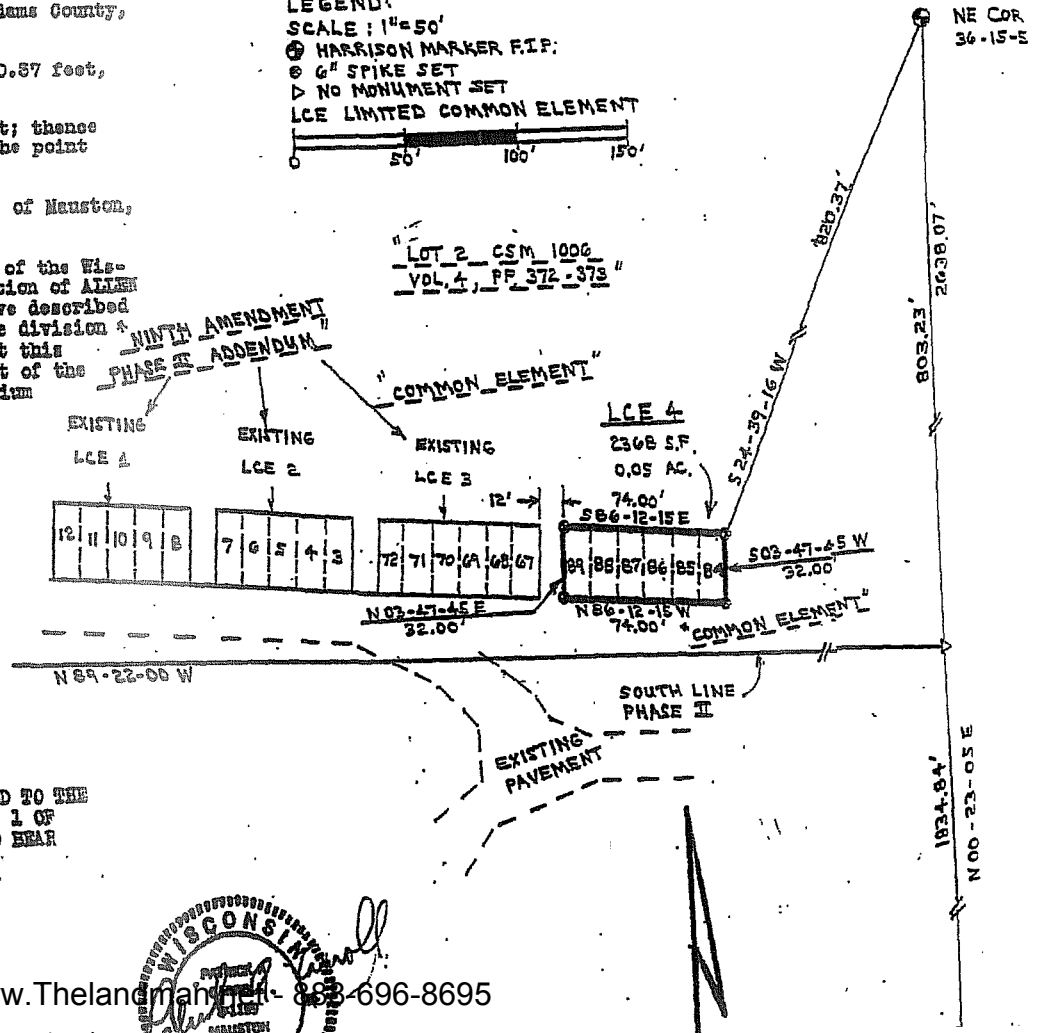
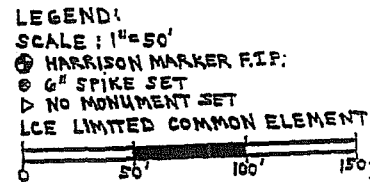
*SECOND ADDENDUM

Patrick A. Carroll
REGISTERED LAND SURVEYOR S-1198
PATRICK A. CARROLL JULY 13, 2005
CARROLL SURVEYING, MAUSTON, WISCO.

SURVEYOR'S NOTE: The LCE of this surveying and mapping is a proposed condominium garage building and the numbers inside the LCE are garage unit numbers.

SURVEYED FOR: ALLEN MAATTA
DELLS CLUB

BEARINGS ARE REFERENCED TO THE
EAST LINE OF GOV'T LOT 1 OF
SECTION 36 ASSIGNED TO BEAR
S 00-23-05 E.



THE DEEDS CLUB CONDOMINIUMS
FOURTEENTH AMENDMENT TO
DECLARATION OF CONDOMINIUM

495846

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

Document Number

Document Title

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Name and Return Address

ATTORNEY WILLIAM CURRAN
CURRAN, HOLLENBECK & ORTON, S
PO Box 140
MAUSTON, WI 53948

Parcel Identification Number (PIN)

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WRDA Rev. 12/22/2010

THE DELLS CLUB CONDOMINIUMS
FOURTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM

WHEREAS, a Declaration of Condominium dated June 11, 1979 affecting certain property in Adams County, Wisconsin (the "Declaration") was recorded on said date in Volume 273 of Records, page 629-673; and

WHEREAS, 13 amendments to the Declaration have subsequently been recorded affecting the lands described on the attached sheet.

NOW, THEREFORE, pursuant to Section 12 of the Declaration, the Dells Club Condominium Owners Association, Inc., the successor to declarant, hereby states the Fourteenth Amendment to the Declaration of Condominium, as follows:

Section 3 Description of Units (a) and (b) are revoked and recreated to read:

3. Description of Units

(a) Identification of units. Each unit, including its parameters, location, number of rooms and immediate common area to which it has access are shown by means of the set of floor plans included in the condominium plat. Working drawings and general specifications for the project are on file at the office of the declarant, N3495 Hwy 13, Wisconsin Dells, Wisconsin, 53965.

(b) Boundaries of units. The boundary of each unit shall consist of that part of the cubic area of each building which is enclosed as follows:

(I) Upper boundary. The upper boundary of the unit shall be the upper surface of the undecorated finished ceiling (studs), such that ceiling wallboard and all fixtures therein would be part of the unit extended to the intersection with the perimetrical boundaries.

(ii) Lower boundary. The lower boundary of the unit shall be the plane of the upper surface of the subflooring extended to an intersection with the perimetrical boundaries.

(iii) Perimetrical boundary. The perimetrical boundaries of the unit shall be vertical planes of the outside surface of the exterior walls (studs) as the drywall is part of the defined unit, including all fixtures affixed on or into the drywall, which boundary is extending to intersections with each other and with the upper and lower boundaries of the unit.

495846 ✓

(c) (remains the same)

In all other respects, the Declaration of Condominium and its thirteen preceding amendments are restated and incorporated herein by reference.

IN WITNESS WHEREOF, this document has been executed this 29th day of June, 2009.

DELLS CLUB CONDOMINIUM
OWNERS ASSOCIATION, INC.

BY: Allen C. Maatta
Allen C. Maatta, President

ATTEST: Donald J. Hoss
Donald J. Hoss, Secretary

STATE OF WISCONSIN)
JUNEAU COUNTY) ss.

Personally came before me this 29th day of June, 2009, the above named Allen Maatta, President and Donald J. Hoss, Secretary to me known to be the persons and officers who executed the foregoing instrument and acknowledge they executed the same as officers, by its authority, for the purposes therein contained.

W. T. Curran
Notary Public, Juneau, County, WI
My Commission is Permanent.

This instrument was drafted by
Attorney William T. Curran.

Please return to:

Atty. William T. Curran
111 Oak Street, PO Box 140
Mauston, WI 53948-0140

STATE OF WISCONSIN

CIRCUIT COURT

ADAMS COUNTY

AUGUSTUS G. DOUVAS, et al.,

Plaintiffs,

vs.

JAY D. BERGMAN, et al.,

Defendants.

NOTICE OF PENDENCY
OF CLASS ACTION AND
PROPOSED SETTLEMENT

Case No. 86-CV-81

To: All Persons Who Own or Have Owned at Least One Unit at
The Dells Club Condominiums, Town of Springville,
Adams County, Wisconsin.

You are hereby advised, pursuant to the order of the
above Court, dated June 22, 1988, of the pendency of the
above action. This action was commenced on or about June
6, 1986 by Augustus G. Douvas and N. June Douvas, Eugene
A. Ranney and Arlene M. Ranney, individually and as Dells
Club unit owners, American Title Insurance Company, Inc.
and Ticor Title Insurance Company, Inc. Numerous other
parties, including the Dells Club Condominium Owners
Association, Inc. were subsequently added as plaintiffs.
The defendants are Jay D. Bergman, Dells Club Realty
Corporation and J.D. Bergman Corporation. On June 22,
1988, the Court ordered that this case be provisionally
maintained as a class action.

This notice is given to you in the belief that you may
be a member of the above class whose rights may be
affected by this lawsuit. The purpose of this notice is
to inform you of the existence of the lawsuit and explain

your rights with respect to it and the settlement proposal described below. This notice should not be understood as an expression of any opinion of the Court as to the merits of any claims or defenses asserted in this lawsuit, or as to the merits of the settlement proposal described below.

THE NATURE OF THIS LAWSUIT

This action was commenced on or about June 6, 1986, by Augustus and June Douvas and Eugene and Arlene Ranney, Dells Club condominium unit owners on behalf of the Dells Club Condominium Owners Association, Inc., and their respective title insurers, American Title Insurance Company, Inc. ("American") and Ticor Title Insurance Company, Inc. ("Ticor") for violation of, among other things, the Wisconsin Condominium Ownership Act, Chapter 703 et seq., Wis. Stats. and the Marketing, Warehouses, Food Practices Act, Chapter 100 et seq., Wis. Stats. fraud, deception, concealment, misrepresentation, self-dealing and breach of contract in connection with the development, sales and marketing of the Dells Club condominiums ("Dells Club"). Jay D. Bergman and his related corporations, J.D. Bergman Corporation and the Dells Club Realty Corporation, are the defendants. The defendants answered on August 22, 1986 denying that defendants have any liability to plaintiffs. The defendants also counterclaimed against the plaintiffs and

alleged, among other things, that during the operation and management of the Dells Club, defendants provided management, equipment, office and other space, as well as other services to the Dells Club Condominium Owners Association, Inc., and that reasonable compensation for the services provided by defendants is owing to defendants. The plaintiffs contest the defendants' counterclaim. The complaint was amended on September 30, 1987 to include numerous additional Ticor and American insureds as named plaintiffs. The Dells Club Condominium Owners Association, Inc. has also been added as a plaintiff.

None of the issues raised by the conflicting claims of the parties has been resolved by the Court and the Court has expressed no opinion concerning them.

THE SETTLEMENT PROPOSAL

The defendants and the named plaintiffs have reached an agreement for settlement of this lawsuit. A copy of the Settlement Agreement is attached. The defendants do not admit any wrongdoing or liability on their part. The plaintiffs do not admit the liability alleged by the defendants' counterclaim. The proposed settlement described below should not be taken as an indication that liability or damages have been or would be found against the defendants or the plaintiffs. Further, the Court has

not approved the settlement and the settlement cannot take effect unless the Court determines that it should, following appropriate hearings.

SETTLEMENT PROPOSAL CONTINGENCIES

In addition to the details set forth in the Settlement Agreement, the settlement proposal is subject to the following contingencies:

1. The settlement proposal will not be implemented, and there will be no settlement hearing as described below, unless a majority (fifty percent plus one) of the unit owners elect not to be excluded from the class. In that event, the litigation will continue, with the question whether it should continue as a class action to be redetermined by the Court, unless the litigation is otherwise settled by the named plaintiffs and the defendants.

2. The settlement proposal will not be implemented (and shall be null and void and with the same consequences as set forth in subparagraph 1 above) if the Court, following the settlement hearing described below, does not approve the settlement proposal.

YOUR CHOICES

The Court will exclude you from the class if you request exclusion by completing the form "Request For Exclusion From Class Action" enclosed with this notice, signing and mailing it to the Clerk of Court at the address herein provided and having it postmarked no later than July 22, 1988. If your request for exclusion is not postmarked by July 22, 1988 you will be included in the class. Requests for exclusion should be mailed to:

Clerk of Court
Adams County Circuit Court
402 Main Street
Friendship, WI 53934

If your request for exclusion is timely received and the Court then later approves the settlement, you will not be bound by any determination made in this lawsuit and will not participate in the settlement. If you request exclusion, you will be free, as you are now, to pursue independently any legal rights which you think you may have against the defendants.

If you do not request exclusion by returning the enclosed notice by the deadline set forth above, you will be deemed a member of the class for purposes of the Court's consideration of the settlement proposal. If the Court approves the settlement proposal, you will be bound

by it and share in it in accordance with the Court's approval.

If you do not request exclusion, you may, if you desire, enter an appearance through counsel of your own choosing. The named plaintiffs are represented by James G. Allison of the law firm of Whyte & Hirschboeck S.C., 111 East Wisconsin Avenue, Suite 2100, Milwaukee, WI 53202 and W.T. Curran of the law firm of Curran, Curran & Hollenbeck, S.C., 111 Oak Street, Mauston, WI 53948. The defendants are represented by Jeffrey P. Clark and Steven P. Bogart of the law firm of Reinhart, Boerner, Van Deuren, Norris & Rieselbach, s.c., 111 East Wisconsin Avenue, Suite 1800, Milwaukee, WI 53202. If you do not request exclusion and do not enter an appearance through counsel of your own choosing, the attorneys for the named plaintiffs will represent your interests in this case.

If the percentage criteria described in the "Settlement Proposal Contingencies" is not met, or if the Court does not approve the settlement, then no choice which you make now will be binding upon you or in any way affect any legal rights which you may have.

SETTLEMENT HEARING

The Court will hold a hearing at the Adams County Courthouse, Friendship, Wisconsin on August 5, 1988, commencing at 1:30 p.m., to determine whether the

proposed settlement should be finally approved and this action dismissed on the merits and with prejudice. If you do not request exclusion from the class, then you may appear at the hearing and show cause, if any, why the settlement should not be approved as fair, reasonable and adequate, and why the final judgment should not be entered. If you do not request exclusion from the class, you may also submit your written comments concerning the settlement proposal to the Court, at the address set forth below, but such written comments must reach the Court by not later than July 22, 1988.

ADDITIONAL INFORMATION

If you do not elect to be excluded from the class and there is a future change in your address, or if the Notice reached you at a place other than the one to which it was directed, you should immediately notify the Clerk of Court, Adams County Circuit Court, 402 Main Street, Friendship, WI 53934.

The settlement documents and the pleadings and other papers filed in this action are available for inspection in the office of the Clerk of Court, Adams County Circuit Court, 402 Main Street, Friendship, WI 53934.

Dated: 6-29-88

Whyte & Hirschboeck S.C.
111 East Wisconsin Avenue
Suite 2100
Milwaukee, WI 53202
(414) 271-8210

James G. Allison
James G. Allison
One of the Attorneys
for Plaintiffs

Dated: 6-29-88

Curran, Curran &
Hollenbeck, S.C.
111 Oak Street
Mauston, WI 53948
(608) 847-7363

W.T. Curran
W.T. Curran
One of the Attorneys
for Plaintiffs

Dated: 6-29-88

Reinhart, Boerner, Van Deuren,
Norris & Riselbach, S.C.
111 East Wisconsin Avenue
Suite 1800
(414) 271-1190

Jeffrey P. Clark
Jeffrey P. Clark
One of the Attorneys
for Plaintiffs

1626p/06-29-88

STATE OF WISCONSIN

CIRCUIT COURT

ADAMS COUNTY

AUGUSTUS G. DOUVAS, et al.,

Plaintiffs,

vs.

JAY D. BERGMAN, et al.,

Defendants.

REQUEST FOR
EXCLUSION FROM CLASS
ACTION

Case No. 86-CV-81

To: Clerk of Court
Adams County Circuit Court
402 Main Street
Friendship, WI 53934

The undersigned respectfully requests to be excluded from the class action in the above cause in accordance with the terms of the "Notice of Pendency of Class Action and Proposed Settlement" dated June 29, 1988.

I understand that by this request I will not be entitled to share in the benefits of the settlement if it is approved by the Court and that I will not be bound by any judgment rendered in the case if it is adverse to the plaintiffs.

Dated at _____, this _____
day of _____, 1988.

(signature)

(name, please print or type)

(street address)

(city, state and zip code)

[THIS FORM IS TO BE FILLED OUT AND RETURNED ONLY
IF YOU WANT TO BE EXCLUDED FROM THE CLASS.]

1622p/06-29-88

STATE OF WISCONSIN

CIRCUIT COURT

ADAMS COUNTY

AUGUSTUS G. DOUVAS, et al.,

Plaintiffs,

vs.

JAY D. BERGMAN, et al.,

Defendants.

NOTICE OF PENDENCY
OF CLASS ACTION AND
PROPOSED SETTLEMENT

Case No. 86-CV-81

To: All Persons Who Own or Have Owned at Least One Unit at
The Dells Club Condominiums, Town of Springville,
Adams County, Wisconsin.

You are hereby advised, pursuant to the order of the
above Court, dated June 22, 1988, of the pendency of the
above action. This action was commenced on or about June
6, 1986 by Augustus G. Douvas and N. June Douvas, Eugene
A. Ranney and Arlene M. Ranney, individually and as Dells
Club unit owners, American Title Insurance Company, Inc.
and Ticor Title Insurance Company, Inc. Numerous other
parties, including the Dells Club Condominium Owners
Association, Inc. were subsequently added as plaintiffs.
The defendants are Jay D. Bergman, Dells Club Realty
Corporation and J.D. Bergman Corporation. On June 22,
1988, the Court ordered that this case be provisionally
maintained as a class action.

This notice is given to you in the belief that you may
be a member of the above class whose rights may be
affected by this lawsuit. The purpose of this notice is
to inform you of the existence of the lawsuit and explain

EXHIBIT B

| <u>UNIT</u> | <u>WALNUT</u> | <u>OAK</u> | <u>MAPLE</u> | <u>CEDAR</u> | <u>ASPEN</u> | <u>BIRCH</u> | <u>LAUREL</u> |
|-------------|---------------|------------|--------------|--------------|--------------|--------------|---------------|
| 1 | .4185 | .4185 | .4185 | .4185 | .4185 | .4185 | .5445 |
| 2 | .5499 | .5499 | .5499 | .5499 | .5499 | .5499 | .9346 |
| 3 | .4185 | .4185 | .4185 | .4185 | .4185 | .4185 | .5445 |
| 4 | .5499 | .5499 | .5499 | .5499 | .5499 | .5499 | .9346 |
| 5 | .4727 | .4727 | .4727 | .4727 | .4727 | .4727 | .5445 |
| 6 | .6461 | .6461 | .6461 | .6461 | .6461 | .6461 | .9346 |
| 7 | .4727 | .4727 | .4727 | .4727 | .4727 | .4727 | .5445 |
| 8 | .6461 | .6461 | .6461 | .6461 | .6461 | .6461 | .9346 |
| 9 | .4727 | .4727 | .4727 | .4727 | .4727 | .4727 | |
| 10 | .6461 | .6461 | .6461 | .6461 | .6461 | .6461 | |
| 11 | .4727 | .4727 | .4727 | .4727 | .4727 | .4727 | |
| 12 | .6461 | .6461 | .6461 | .6461 | .6461 | .6461 | |

VOL 353 PAGE 23

EXHIBIT B

| <u>UNIT</u> | <u>CHERRY</u> | <u>ELM</u> | <u>JUNIPER</u> | <u>BALSAM</u> | <u>SPRUCE</u> | <u>PINE</u> | <u>HAWTHORNE</u> | <u>FIR</u> |
|-------------|---------------|------------|----------------|---------------|---------------|-------------|------------------|------------|
| 1 | .4727 | .4727 | .4727 | .5526 | .5526 | .5526 | .8872 | .8872 |
| 2 | .6461 | .6461 | .6461 | .5526 | .5526 | .5526 | .6461 | .6461 |
| 3 | .4727 | .4727 | .4727 | .3996 | .3996 | .3996 | .7639 | .7639 |
| 4 | .6461 | .6461 | .6461 | .3996 | .3996 | .3996 | .6461 | .6461 |
| 5 | .4727 | .4727 | .4727 | .5526 | .5526 | .5526 | .7639 | .7639 |
| 6 | .6461 | .6461 | .6461 | .5526 | .5526 | .5526 | .6461 | .6461 |
| 7 | .4727 | .4727 | .4727 | .5526 | .5526 | .5526 | .7639 | .7639 |
| 8 | .6461 | .6461 | .6461 | .5526 | .5526 | .5526 | .6461 | .6461 |
| 9 | .4727 | .4727 | .4727 | .3996 | .3996 | .3996 | .7639 | .7639 |
| 10 | .6461 | .6461 | .6461 | .3996 | .3996 | .3996 | .6461 | .6461 |
| 11 | .4727 | .4727 | .4727 | .5526 | .5526 | .5526 | .8872 | .8872 |
| 12 | .6461 | .6461 | .6461 | .5526 | .5526 | .5526 | .6461 | .6461 |

701353 PAGE 24

THE DELLS CLUB CONDOMINIUMS
EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM (PHASE D)

WHEREAS, Dells Club Realty Corp., a Wisconsin corporation ("Declarant"), as Declarant and pursuant to the Wisconsin Condominium Ownership Act, executed a Declaration of Condominium dated June 11, 1979 affecting certain property in Adams County, Wisconsin (the "Declaration"), and caused the Declaration of be recorded on said date in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 273 of Records on pages 629-637 as Document No. 266527; and

WHEREAS, in section 12(b) of the Declaration, Declarant reserved the right to amend the Declaration within ten years from the date thereof to add to the condominium any part or all of the land described in said section and the units constructed or to be constructed thereon; and

WHEREAS, pursuant to section 12(b) of the Declaration, Declarant executed a First Amendment to Declaration of Condominium dated November 20, 1980, a Second Amendment to Declaration of Condominium dated April 28, 1981, a Third Amendment to Declaration of Condominium dated June 17, 1981, a Fourth Amendment to Declaration of Condominium dated December 15, 1982, a Fifth Amendment to Declaration of Condominium dated April 19, 1985, a Sixth Amendment to Declaration of Condominium dated December 18, 1984 and a Seventh Amendment to Declaration of Condominium dated May 28, 1987 and caused same to be recorded on November 26, 1980, May 4, 1981, July 7, 1981, December 29, 1982, May 24, 1985, and January 15, 1985, respectively in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 288 of Records on pages 576-580 as Document No. 274653, in Volume 292 of Records on pages 407-411 as Document No. 276658, in Volume 294 of Records on pages 585-591 as Document No. 277836, in Volume 304 of Records on pages 552-559 as Document No. 285608, in Volume 187 of Microfilm Records on pages 69-78 as Document No. 298240, in Volume 165 of Microfilm Records on pages 24-28 as Document No. 296723 and in Volume 353 of Microfilm Records on pages 17-24 as Document No. 308924, respectively, and thereby added additional property and the units contained thereon to the condominium; and

WHEREAS, Declarant now desires to declare the real property shown on Exhibit A attached hereto and all amenities located thereon as common elements of the Condominium ("Newly Declared Common Elements");

NOW THEREFORE, pursuant to section 12(b) of the Declaration and section 703.26 of the Wisconsin Condominium Ownership Act, Declarant hereby amends the Declaration as follows:

The Declaration is hereby amended to include the Newly Declared Common Elements as part of the Condominium. The Newly Declared Common Elements shall include the roadways, swimming pool, tennis courts and septic system (including all accessory components and equipment) located within its boundaries. The Dells Club Condominium Plat shall be amended to reflect the same as shown on Exhibit A attached hereto.

IN WITNESS WHEREOF, this Amendment has been dated this 26th day of October, 1988.

DELLS CLUB REALTY CORP., a
Wisconsin corporation

BY

J. D. Bergman

, President

Attest:

MARIE KIETZYKA
(MARIE KIETZYKA)

State of Wisconsin)
 : SS
Milwaukee County)

This instrument was acknowledged before me on OCTOBER 26, 1988 by J. D. BERGMAN as President and MARIE KIETZYKA as SECRETARY of Dells Club Realty Corp., a Wisconsin corporation.

J. R. POLS
(J. R. POLS)
Notary Public, State of Wisconsin ILLINOIS
My commission EXPIRES 5-13-89

This document was drafted by

Bruce T. Block, Esq.
Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
111 East Wisconsin Avenue
Milwaukee, WI 53202

DECLARATION: NINTH AMENDMENT TO
CONDOMINIUM PLAT OF THE DELLS
CLUB CONDOMINIUMS - PHASE II

Document Number

Document Title

VOL 2392 PAGE 25

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

OCT 23 2000

Time: 9:50 AM

Volume: 2392 Page 25-21

Fee:

Recording Area

Name and Return Address

Attorney Paul S. Curran
P.O. Box 140
Mauston, WI 53948

Parcel Identification Number (PIN)

6421
11/1/00



The Dells Club

CONDOMINIUM OWNER'S ASSOCIATION, INC.

THE DELLS CLUB CONDOMINIUMS Ninth Amendment to Condominium (Phase II)

WHEREAS, a Declaration of Condominium dated June 11, 1979 affecting certain properties in Adams County, Wisconsin (the Declaration was recorded on said date in Volume 273 of Records, Page 629-673); and

WHEREAS, the First Amendment to the Declaration of Condominium (Phase II) dated November 20, 1980 was recorded in Volume 288 of Records at Page 576-580 affecting lands described as follows:

Lot 1 of CSM #861 recorded in Volume 4 at Page 137 and Lot 2 of CSM #1006 recorded in Volume 4 at Pages 372 and 373 of Adams County Certified Survey Maps.

NOW, THEREFORE, pursuant to Section 12 of the Declaration, the Dells Club Condominium Owner's Association, Inc., the successor to the declarant, hereby amends and restates the first amendment to the Declaration of Condominium (Phase II), Section 2, last paragraph, to read:

"There are also not five, but six buildings (garage buildings) which are limited common elements and on which garage buildings 4, 5, and 6 are shown on the Ninth Amendment to Condominium Plat (Phase II)."

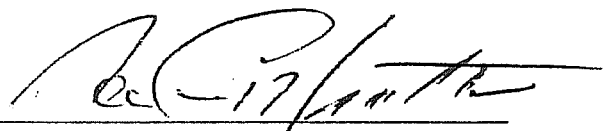
5. Description of Limited Common Elements.

- B. The existing material in this section remains the same limited to the garage buildings contain a total of not 30, but 34, divided cubicles (garage spaces) (limited common elements).

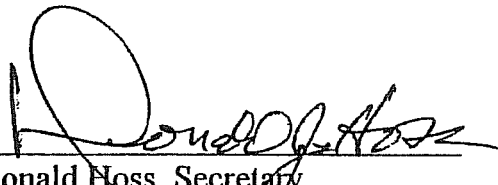
In all other respects, the First Amendment to Declaration of Condominium (Phase II) is restated (remaining material and Declaration is unchanged).

IN WITNESS WHEREOF, this document has been executed this 12th day of May, 2000.


THE DELLS CLUB CONDOMINIUM
OWNER'S ASSOCIATION, INC.

BY: 
Allen Maatta, President

ATTEST:


Donald Hoss, Secretary

Personally came before me this 12th day of May, 2000, the above-named Allen Maatta and Donald Hoss to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as officers, by its authority, for the purposes contained therein.


Notary Public, State of Wisconsin
My commission expires: 6-9-02

This instrument was drafted by
and return document to:

Attorney William T. Curran
Curran, Hollenbeck & Orton, S.C.
P.O. Box 140, 111 Oak Street
Mauston, WI 53948



ADDENDUM TO PHASE II OF THE
DELLS CLUB CONDOMINIUMS:
NINTH AMENDMENT TO CONDOMINIUM
PLAT

Document Number

Document Title

397703

VOL 2392 PAGE 28

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

OCT 23 2000

Time: 9:50 AM

Volume: 2392 Page: 28-30

Fec:

Recording Area

Name and Return Address

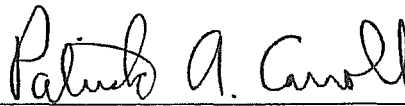
Attorney Paul S. Curran
P.O. Box 140
Mauston, WI 53948

Parcel Identification Number (PIN)

**ADDENDUM TO PHASE II OF THE DELLS CLUB CONDOMINIUMS:
NINTH AMENDMENT TO CONDOMINIUM PLAT**

The undersigned hereby certifies that this Ninth Amendment to Condominium Plat, consisting of four pages, is a correct representation of a portion of Phase II of the Dells Club Condominiums and that the identification and location of each unit and the common elements in such amended portion of Phase II can be determined from the Ninth Amendment to Condominium Plat of the Dells Club Condominiums - Phase II: Addendum. This certification is made pursuant to Sec. 703-11, Wis. Stats. The original plat was recorded in the Register of Deeds for Adams County as Document No. 266528.

Dated the 12 day of May, 2000



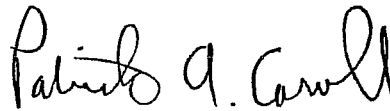
Patrick Carroll
Carroll Surveying, Mauston, Wisconsin
Registered Land Surveyor #S-1199

Description

Survey of Phase II property described in the declaration.

The undersigned hereby certifies that he has surveyed and mapped a portion of the real estate described and pictured on Page 3 of the First Amendment to Condominium Plat; that said map is a correct representation of the exterior boundaries of the land and shows two previously constructed garage buildings and the exact location of a new 6-stall garage building constructed in 1999, which is the cause of this amendment, and that this new map amending the map representing a portion of Lot 2 of CSM #10006, recorded in Volume 4 CSM, Page 372-373, has now been recorded at the Adams County Register of Deeds Office representing the Ninth Amendment to Condominium Plat of the Dells Club Condominiums-Phase II: Addendum.

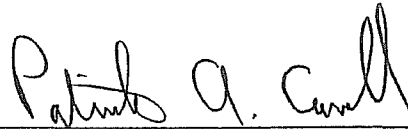
Dated the 12 day of May, 2000



Patrick Carroll
Carroll Surveying, Mauston, Wisconsin
Registered Land Surveyor #S-1199

In all other respects, the First Amendment to Condominium Plat is ratified, affirmed, and remains unchanged.

Dated the 12 day of May, 2000



Patrick Carroll
Carroll Surveying, Mauston, Wisconsin
Registered Land Surveyor #S-1199

This instrument was drafted by:

Attorney William T. Curran
Curran, Hollenbeck & Orton, S.C.
111 Oak Street, P.O. Box 140
Mauston, WI 53948

COPY**NINTH AMENDMENT TO CONDOMINIUM PLAT
THE DELLS CLUB CONDOMINIUMS - PHASE II**

The undersigned hereby certifies that this Ninth Amendment to Condominium Plat, consisting of six pages, is a correct representation of a portion of Phase II of the Dells Club Condominiums and that the identification and location of each unit and the common elements in such amended portion of Phase II can be determined from the Ninth Amendment to Condominium Plat. This certification is made pursuant to Sec. 703-11, Wis. Stats. The original plat was recorded in the Register of Deeds for Adams County as Document No. 266528.

Dated the 3 day of April, 2000



Patrick Carroll
Carroll Surveying, Mauston, Wisconsin
Registered Land Surveyor #S-1199

Description

Survey of Phase II property described in the declaration.

The undersigned hereby certifies that he has surveyed and mapped a portion of the real estate described and pictured on Page 3 of the First Amendment to Condominium Plat; that said map is a correct representation of the exterior boundaries of the land and shows two previously constructed garage buildings and the exact location of a new 6-stall garage building constructed in 1999, which is the cause of this amendment, and that this new map amending the map representing a portion of Lot 2 of CSM #10006, recorded in Volume 4 CSM, Page 372-373, has now been recorded at the Adams County Register of Deeds Office representing Lot _____ of CSM # _____, recorded in Volume _____ CSM, Page(s) _____ of the Adams County Certified Survey Maps.

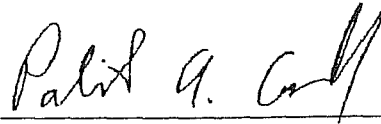
Dated the 3 day of April, 2000



Patrick Carroll
Carroll Surveying, Mauston, Wisconsin
Registered Land Surveyor #S-1199

In all other respects, the First Amendment to Condominium Plat is ratified, affirmed, and remains unchanged.

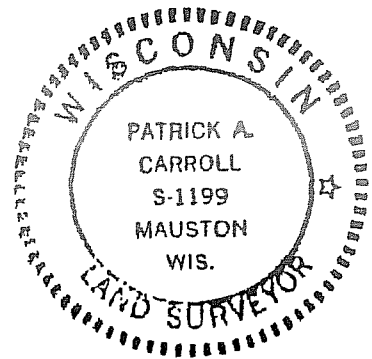
Dated the 3 day of April, 2000



Patrick Carroll
Carroll Surveying, Mauston, Wisconsin
Registered Land Surveyor #S-1199

This instrument was drafted by:

Attorney William T. Curran
Curran, Hollenbeck & Orton, S.C.
111 Oak Street, P.O. Box 140
Mauston, WI 53948



TENTH AMENDMENT TO THE DECLARATION OF THE CONDOMINIUM PLAT OF THE DELLS CLUB CONDOMINIUMS - PHASE IV SECOND ADDENDUM

PART OF GOV'T LOT 5 IN SECTION 25, T15N, R5E, TOWN OF SPRINGVILLE, ADAMS COUNTY, WIS. WASHN.

DESCRIPTION: Part of Gov't Lot 5 in Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin.

DESCRIPTION LOT 1:

Commencing at the SE corner of said Section 25; thence along the section line bearing N 89-42-30 W, 1.99 feet, to the westerly R/W of S.T.H. "13"; thence bearing N 04-13-20 W, 65.54 feet; thence bearing WEST, 354.32 feet, to the point of beginning. Thence bearing WEST, 215.00 feet; thence bearing NORTH, 286.20 feet; thence bearing EAST, 215.00 feet; thence bearing SOUTH, 286.20 feet, to the point of beginning, containing 81,533 s.f. or 1.41 acres.

DESCRIPTION L.C.E. 1:

Commencing at the SE corner of said Section 25; thence bearing N 63-53-35 W, 504.03 feet, to the point of beginning. Thence bearing S 89-49-22 W, 132.00 feet; thence bearing N 00-10-38 W, 32.25 feet; thence bearing N 89-49-22 E, 132.00 feet; thence bearing S 00-10-38 E, 32.25 feet, to the point of beginning, containing 4257 s.f. or 0.10 acres.

SURVEYOR'S CERTIFICATE: I, Patrick A. Carroll, Registered Land Surveyor S-1199, of Mauston, Wisconsin, hereby certify: That in compliance with the provisions of A-E 7 of the Administrative Code of the State of Wisconsin and Condominiums 703.11 of the Wisconsin Statutes and the Adams County Subdivision Ordinance and under the direction of Paul Curran, Representative for owner of said land, I did survey, divide and map the above described property and that such map correctly represents the exterior boundaries and the subdivision of the land surveyed and mapped to the best of my knowledge and belief and that this Plat is a correct representation of the condominiums described.



Patrick A. Carroll
REGISTERED LAND SURVEYOR S-1199
PATRICK A. CARROLL 3/06/08
CARROLL SURVEYING, MAUSTON, WIS.

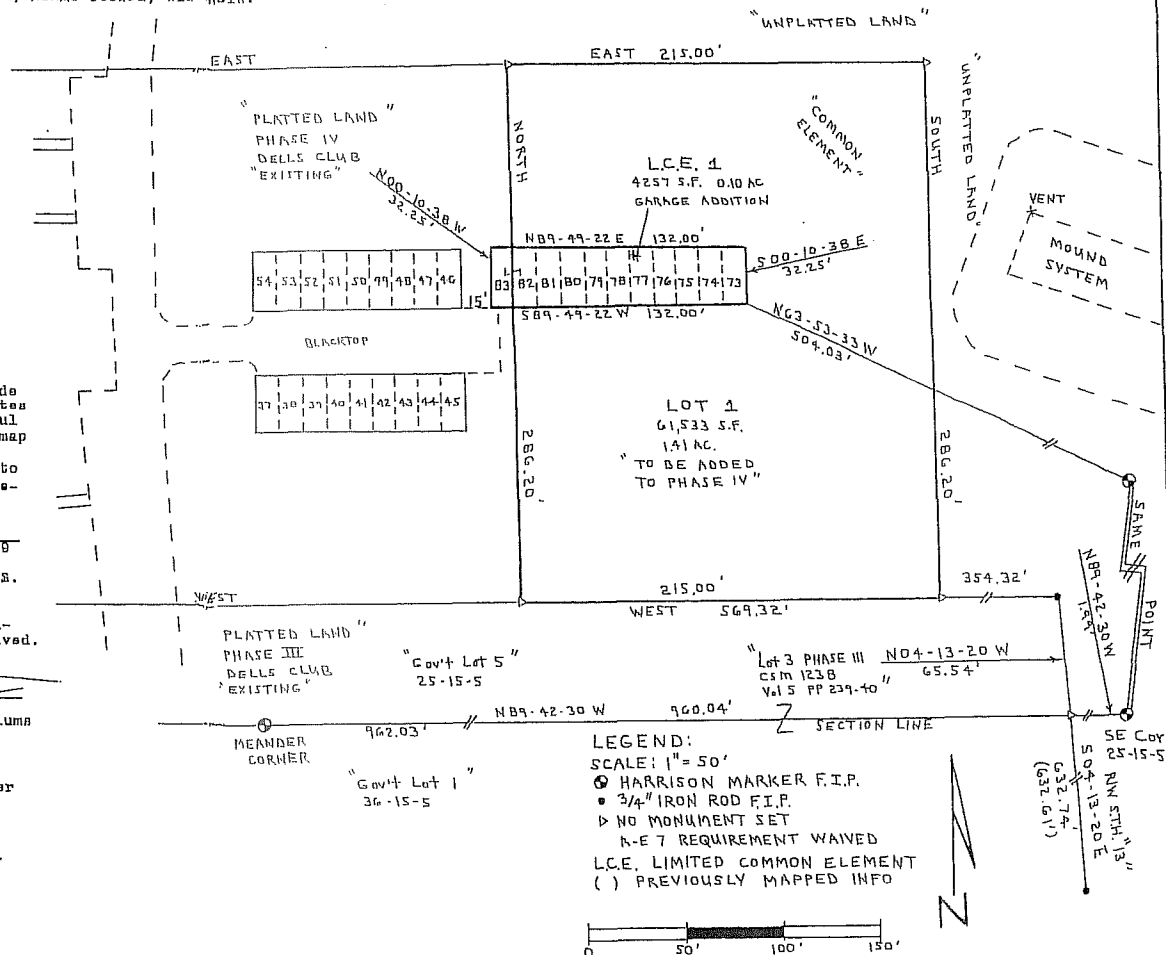
SURVEYOR'S NOTE: It is hereby agreed that the placing of monuments Section A-E 7-2, 07 is waived.

Allen G. Maatta
ALLEN G. MAATTA
President Dells Club Condominiums

SURVEYOR'S NOTE: The Limited Common Element (LCE) of this mapping is a proposed 11 unit garage building being part of the Tenth Amendment to the Dells Club Condominiums Phase IV. See additional covenants for further details.

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF SAID GOV'T LOT 5 BEING THE SOUTH LINE OF SAID SECTION 25 ASSIGNED TO BEAR N 89-42-30 W.

SURVEYED FOR:
ATTY. PAUL CURRAN
CURRAN, HOLLENBECK & ORTON, S.C.
P.O. BOX 140, 111 OAK STREET
MAUSTON, WI 53948
608-847-7363



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

Return to: Curran Hollenbeck art-
PO Box 140
Mauston WI
53948

MAY 09 2002

Time: 10:00 AM
Volume: 2874 Page
Fee: 130.02

**SECOND ADDENDUM OF PHASE IV OF THE
DELLS CLUB CONDOMINIUMS: TENTH AMENDMENT
TO THE DECLARATION OF THE CONDOMINIUM PLAT**

The undersigned hereby certifies that this Tenth Amendment to the Declaration of the Condominium Plat, consisting of one page, is a correct representation of a portion of Phase IV of the Dells Club Condominiums and that the identification and location of each unit and the common elements in such amended portion of Phase IV can be determined from the Tenth Amendment to the Declaration of the Condominium Plat of the Dells Club Condominiums - Phase IV: Second Addendum. This certification is made pursuant to Sec. 703.11, Wis. Stats. The original Plat was recorded in the office of the Register of Deeds for Adams County as Document No. 266528.

CARROLL LAND SURVEYING
Mauston, Wisconsin

Dated: 4/03/02

BY: Patrick A. Carroll
Patrick Carroll
Registered Land Surveyor #S-1199

Description:

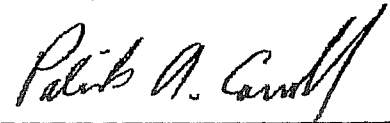
Survey of Phase IV property described in the Declaration.

The undersigned hereby certifies that he has surveyed and mapped a portion of the real estate described as the Tenth Amendment to the Declaration of the Condominium Plat of the Dells Club Condominiums - Phase IV: Second Addendum, that said map is a correct representation of the exterior boundaries of the land and shows one proposed garage building in the existing Phase IV and in the newly added Phase IV: Second Addendum and has now been recorded in the Adams County Register of Deeds Office representing the Tenth Amendment to the Declaration of the Condominium Plat of the Dells Club Condominiums - Phase IV: Second Addendum.

CARROLL LAND SURVEYING
Mauston, Wisconsin

Dated: 4/03/02

BY:



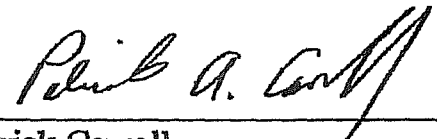
Patrick Carroll
Registered Land Surveyor #S-1199

In all other respects, the previously filed amendments to the Condominium Plat a
ratified, affirmed, and remain unchanged.

CARROLL LAND SURVEYING
Mauston, Wisconsin

Dated: 4/03/02

BY:



Patrick Carroll
Registered Land Surveyor #S-1199

This instrument was drafted by:
Attorney Paul S. Curran
Curran, Hollenbeck & Orton, S.C.
111 Oak Street, P.O. Box 140
Mauston, WI 53948

Document Number

FIFTH AMENDMENT TO
CONDOMINIUM DECLARATION
(PHASE IV ADDENDUM)

450415

Recorded-Adams Cour
Register of Deeds Of
Jodi M. Helgeson-Reg

DEC 06 2005

Time: 1:30pm
Recording Fee: 23.00
Transfer Fee: -
of Pages: 7
Receipt # 7.55

Recording Area

Name and Return Address
Atty Wm T Curran
PO Box 140
Mauston WI 53948-0140

Parcel Identification Number (PIN)

**THE DELLS CLUB CONDOMINIUMS
TENTH AMENDMENT TO CONDOMINIUM DECLARATION
(PHASE IV)**

WHEREAS, a Declaration of Condominium dated June 11, 1979 affecting certain property in Adams County, Wisconsin (the "Declaration") was recorded on said date in Volume 273 of Records, page 629-673; and

WHEREAS, the Fourth Amendment to Declaration of Condominium (Phase IV) dated December 15, 1982, was recorded in Volume 308, page 552-559 affecting lands described on the attached Schedule A.

NOW, THEREFORE, pursuant to Section 12 of the Declaration, the Dells Club Condominium Owners Association, Inc., the successor to the Declarant, hereby amends and restates the Fourth Amendment to the Declaration of Condominium (Phase IV), Section 3, to read:

"Paragraph 5 (b) of the Declaration is restated as follows:

- 5(b) The garage buildings contain a total of 78 divided cubicles ("Garage Spaces") which are intended for parking and/or storage of vehicles, boats and other items which are incidental to the residential purposes of the Condominium. Each Garage Space bears a number for identification as shown on the First Amendment to Condominium Plat (Phase II), the Second Amendment to Condominium Plat (Phase III) and the Fourth Amendment to Condominium Plat (Phase IV). All of the Garage Spaces are reserved and assigned initially for the exclusive use of Unit owners.

In all other respects, the Fourth Amendment to Declaration of Condominium (Phase IV) is restated (remaining material and Declaration is unchanged).

IN WITNESS WHEREOF, this document has been executed this 15th day of May, 2002.

**THE DELLS CLUB CONDOMINIUM
OWNERS ASSOCIATION, INC.**

BY:

Allen Maatta
Allen Maatta, President

ATTEST:

Donald Hoss
Donald Hoss, Secretary

Personally came before me this 15th day of October, 2005, the above-named Allen Maatta and Donald Hoss, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as officers, by its authority, for the purposes contained therein.



Notary Public, State of Wisconsin

My Commission: is term

This instrument was drafted by
Attorney William T Curran
111 Oak Street
Mauston WI 53948-0140

Tenth Amendment
SCHEDULE A

450415

The Dells Club (the "Condominium") created under the Wisconsin Condominium Ownership Act by Declaration of Condominium recorded June 11, 1979 in Volume 273 commencing at page 629, as Document #266526; the Condominium is located on real estate described in and subject to said Declaration and to all subsequent Amendments thereof and is more particularly described as follows:

Phase I.

Lot 1 of Certified Survey Map #861 recorded in Volume 4 CSM, page 137; and

Phase II.

Lot 2 of CSM #1006 recorded in Volume 4 CSM, page 372 and 373; and

Phase III.

Lot 3 of CSM #1238 recorded in Volume 5 CSM, page 239-240; and

Phase A, Area 1

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin, bounded by the following described line. Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 7.82 feet to the point of beginning; thence S 88° 00' W, 110.00 feet; thence N 2° 00' W, 245.00 feet; thence N 88° 00' E, 110.00 feet; thence S 2° 00' E, 245.00 feet to the point of beginning

Phase A, Area 2

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W 257.8 feet to the point of beginning; thence S 88° 00' W, 110.00 feet; thence N 2° 00' W, 245.00 feet; thence N 88° 00' E, 110.00 feet; thence S 2° 00' E, 245.00 feet to the point of beginning.

Phase A, Area 3

Also a road easement for ingress and egress to the above described parcels and located in GL 5, Section 25, T15N, R5E and SW¼ SW¼, Section 30, T15N, R6E, Town of Springville, Adams County, Wisconsin bounded by the following described lines: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 117.82 feet to the southwest corner of Spruce and the point of beginning; thence S 88° 00' W, 34.69 feet; thence southwesterly on a curve to the left, radius 20 feet, whose chord bears S 41° 30' W, 29.01 feet; thence S 5° 00' E, 85.91 feet; thence southeasterly on a curve to the left, radius 40 feet, whose chord bears S 48° 13' E, 54.78 feet; thence easterly on a curve to the right, radius 520 feet, whose chord bears S 88° 43' E, 49.33 feet; thence S 86° 00' E, 133.63 feet to the westerly R/W line of STH 13; thence S 7° 09' 20" W along said R/W line, 25.04 feet; thence N 86° 00' W, 132.25 feet; thence westerly on a curve to the left, radius 495 feet, whose chord bears S 87° 45' W, 107.78 feet; thence N 5° 00' W, 154.14 feet; thence northwesterly on a curve to the

left, radius 20 feet, whose chord bears N 48° 30' W, 27.53 feet; thence S 88° 00' W, 40.21 feet to the southwest corner of Balsam; thence N 2° 00' W, 25.00 feet; thence N 88° 00' E, 140.00 feet; thence S 2° 00' E, 25.00 feet to the point of beginning.

| Curve | Radius | Central Angle | Chord Bearing | Distance |
|-------|--------|---------------|---------------|----------|
| A | 495' | 12° 30' | N 87° 45' E | 107.78' |
| B | 520' | 5° 26' | N 88° 43' W | 49.33' |
| C | 20' | 87° 00' | N 48° 30' W | 27.53' |
| D | 20' | 93° 00' | N 41° 30' E | 29.01' |
| E | 40' | 86° 26' | N 48° 13' W | 54.78' |

Phase IV

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the northeast corner of Certified Survey Map No. 1238; thence West 569.32 feet to the point of beginning; thence continuing West 407.00 feet to the beginning of a meander line along the Wisconsin River, also being 50 feet, more or less, from the waters edge; thence North along said meander line, 286.20 feet to the end of the meander line, also being 55 feet, more or less from said waters edge; thence East, 407.00 feet; thence South 286.20 feet to the point of beginning. Including all land lying between the meander line and the waters edge. Contains 3.00 acres more or less.

Phase B

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 257.82 feet to the point of beginning; thence S 2° 00' E, 60.00 feet; thence S 88° 00' W, 138.00 feet; thence N 2° 00' W, 60.00 feet; thence N 88° 00' E, 138.00 feet to the point of beginning. Contains 8,280 sq. ft.

Phase C

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 1319.83 feet to the 1/16th corner; thence N 89° 38' 50" W along the 1/16th line, 133.15 feet to the point of beginning; thence S 32° 00' E, 215.34 feet; thence S 88° 00' W, 110.00 feet; thence N 32° 00' W, 220.68 feet; thence S 89° 38' 50" E, 112.77 feet to the point of beginning. Said parcel contains 20,770 sq. ft.

Also a road easement for ingress and egress to the above described parcel and located in the SW¼ SW¼, Section 30, T15N, R6E and GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet;

thence S 88° 00' W, 7.82 feet to the point of beginning; thence N 2° 00' W, 245.00 feet; thence N 32° 00' W, 215.34 feet; thence S 89° 38' 50" E, 90.23 feet; thence S 32° 00' E, 155.02 feet; thence S 2° 00' E, 293.54 feet; thence S 88° 00' W, 60.00 feet to the point of beginning.

Phase D

Phase D - Area 1

A parcel of land beginning at the southeast corner of Phase IV, Dells Club Condominium; thence North along the east line of said Phase IV, 286.20 feet; thence East, 593.35 feet; thence S 7° 09' 20" W, 228.27 feet; thence S 4° 13' 20" E, 59.87 feet to the northeast corner of Phase III; thence West, 569.32 feet to the point of beginning. Said parcel contains 165,030 square feet.

Phase D - Area 2

A parcel of land bounded by the following described line: Commencing at the most southerly line of the road easement of Phase A, Dells Club Condominium where it connects to STH 13; thence N 86° 00' W along said road easement, 132.25 feet to the point of beginning; thence S 2° 00' W, 200.00 feet; thence N 80° 00' W, 165.00 feet; thence N 2° 00' E, 170.00 feet; thence N 71° 03' E, 61.58 feet to the most southwesterly corner of said road easement; thence easterly on curve to the right, radius 495.00 feet, whose chord bears N 87° 45' E, 107.70 feet to the point of beginning. Said parcel contains 31,690 sq. ft.

Phase D - Area 3

A parcel of land bounded by the following described line: Beginning at the northwest corner of Phase A, Dells Club Condominium of the Spruce building; thence S 2° 00' E along said Spruce building line, 220.00 feet; thence S 88° 00' W, 140.00 feet; thence N 2° 00' W, 250.00 feet; thence N 61° 13' E, 106.41 feet; thence S 32° 00' E, 90.00 feet to the point of beginning. Said parcel contains 37,680 sq. ft.

Phase D - Area 4

A parcel of land bounded by the following described line: Beginning at the southwest corner of Phase A, Dells Club Condominium of the Balsam building, also being on the north line of Phase B, Dells Club Condominium; thence S 88° 00' W, 40.00 feet; thence N 7° 19' W, 215.93 feet; thence N 88° 00' E, 60.00 feet; thence S 2° 00' E, 215.00 feet to the point of beginning. Said parcel contains 10,750 sq. ft.

All of Phase D is located in Government Lot 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin.

The above lands being all of the lands covered by the Dells Club Condominium Plat with all of its additions and amendments and including all units, to-wit: **Dells Club Condominium** including Walnut, Units 1-12; Oak, Units 1-12; Maple, Units 1-12; Cedar, Units 1-12; **Dells Club Condominium Phase II** including Aspen, Units 1-12; Birch, Units 1-12; Cherry, Units 1-12; Elm, Units 1-12; **Dells Club Condominium Phase III** including Fir, Units 1-12; Hawthorne,

Units 1-12; Dells Club Condominium Phase IV Amended including Juniper, Units 1-12; Laurel, Units 1-8; Dells Club Condominium Phase A including Balsam, Units 1-12; Spruce, Units 1-12; Dells Club Condominium Phase C including Pine, Units 1-12; Dells Club Condominium Phase B including Garage Units 101-109; Dells Club Condominium Phase I including Areas 1-4; 9th Amendment to the Dells Club Condominium as Phase II Addendum including Garage Units 3-12 and 67-72; 10th Amendment to the Dells Club Condominium Phase IV Addendum including Garage Units 73-83.

And Common Areas for all above Phases.

VOL 2874 PAGE 63

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

MAY 09 2002

Time: 10:00 AM
Volume: 2874 Page: 63-64
Fes: 130d₂Return to: Curran Hollenback attn
PO Box 140
Mauston WI
53948

**SECOND ADDENDUM OF PHASE IV OF THE
DELLS CLUB CONDOMINIUMS: TENTH AMENDMENT
TO THE DECLARATION OF THE CONDOMINIUM PLAT**

The undersigned hereby certifies that this Tenth Amendment to the Declaration of the Condominium Plat, consisting of one page, is a correct representation of a portion of Phase IV of the Dells Club Condominiums and that the identification and location of each unit and the common elements in such amended portion of Phase IV can be determined from the Tenth Amendment to the Declaration of the Condominium Plat of the Dells Club Condominiums - Phase IV: Second Addendum. This certification is made pursuant to Sec. 703.11, Wis. Stats. The original Plat was recorded in the office of the Register of Deeds for Adams County as Document No. 266528.

CARROLL LAND SURVEYING
Mauston, Wisconsin

Dated: 4/03/02

BY:

Patrick A. Carroll
Patrick Carroll
Registered Land Surveyor #S-1199

Description:

Survey of Phase IV property described in the Declaration.

The undersigned hereby certifies that he has surveyed and mapped a portion of the real estate described as the Tenth Amendment to the Declaration of the Condominium Plat of the Dells Club Condominiums - Phase IV: Second Addendum, that said map is a correct representation of the exterior boundaries of the land and shows one proposed garage building in the existing Phase IV and in the newly added Phase IV: Second Addendum and has now been recorded in the Adams County Register of Deeds Office representing the Tenth Amendment to the Declaration of the Condominium Plat of the Dells Club Condominiums - Phase IV: Second Addendum.

CARROLL LAND SURVEYING
Mauston, Wisconsin

Dated: 4/03/02

BY: Patrick A. Carroll
Patrick Carroll
Registered Land Surveyor #S-1199

In all other respects, the previously filed amendments to the Condominium Plat are ratified, affirmed, and remain unchanged.

CARROLL LAND SURVEYING
Mauston, Wisconsin

Dated: 4/03/02

BY: Patrick A. Carroll
Patrick Carroll
Registered Land Surveyor #S-1199

This instrument was drafted by:
Attorney Paul S. Curran
Curran, Hollenbeck & Orton, S.C.
111 Oak Street, P.O. Box 140
Mauston, WI 53948

TENTH AMENDMENT TO THE DECLARATION OF THE CONDOMINIUM PLAT OF THE DELLS CLUB CONDOMINIUMS - PHASE IV SECOND ADDENDUM

PART OF GOV'T LOT 5 IN SECTION 25, T15N, R2E, TOWN OF SPRINGVILLE, ADAMS COUNTY, WIS. 53091.

DESCRIPTION: Part of Gov't Lot 5 in Section 25, T15N, R2E, Town of Springville, Adams County, Wisconsin.

DESCRIPTION LOT 1:
Commencing at the SE corner of said Section 25; thence along the section line bearing S 89-42-30 W, 1.00 foot, to the westerly 1/4 of S.T.U. "1B"; thence bearing N 01-18-20 W, 65.04 feet; thence bearing WEST, 284.32 feet, to the point of beginning. Thence bearing WEST, 235.00 feet; thence bearing NORTH, 286.20 feet; thence bearing EAST, 116.05 feet; thence bearing SOUTH, 286.20 feet, to the point of beginning, containing 61,685 s.f. or 1.41 acres.

DESCRIPTION L.C.E. 1:
Commencing at the SE corner of said Section 25; thence bearing S 89-42-30 W, 504.05 feet, to the point of beginning. Thence bearing S 89-49-22 W, 132.00 feet; thence bearing N 00-10-28 W, 32.25 feet; thence bearing S 89-49-22 E, 132.00 feet; thence bearing S 00-10-28 E, 32.25 feet, to the point of beginning, containing 4857 s.f. or 0.10 acres.

SURVEYOR'S CERTIFICATE: I, Patrick A. Carroll, Registered Land Surveyor S-1109, of Madison, Wisconsin, hereby certify: That in compliance with the provisions of A-E 7 of the Administrative Code of the State of Wisconsin and Condominiums 705.21 of the Wisconsin Statutes and the Adams County Subdivision Ordinance and under the direction of Paul Curran, Representative for owner of said land, I did survey, divide and map the above described property and that such map correctly represents the exterior boundaries and the subdivision of the land surveyed and mapped to the best of my knowledge and belief and that this Plat is a correct representation of the condominiums described.



Patrick A. Carroll
REGISTERED LAND SURVEYOR S-1109
PATRICK A. CARROLL 3/06/02
CARROLL SURVEYING, MADISON, WIS.

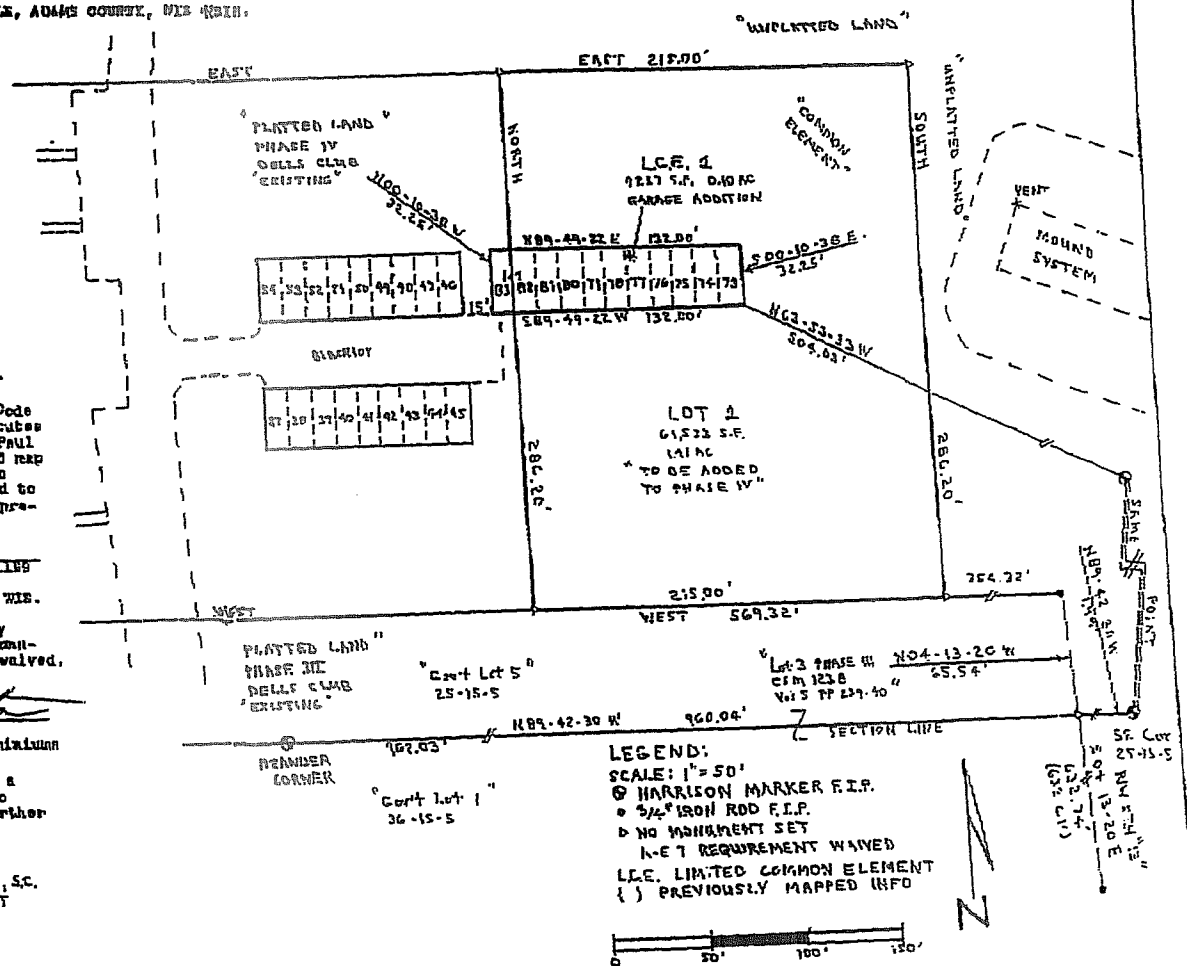
SURVEYOR'S NOTE: It is hereby agreed that the planning of non-nucleate Section A-E 7 of 07 is waived.

Allen G. Warren
ALLEN G. WARREN
President Dells Club Condominiums

SURVEYOR'S NOTE: The Limited Common Element (LCE) of this map is a proposed 11 unit garage building being part of the Tenth Amendment to the Dells Club Condominiums Phase IV. See additional covenants for further details.

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF SAID GOV'T LOT 5 AND THE SOUTH LINE OF SAID SECTION 25 ASSIGNED TO BEAR N 89-42-30 W.

SURVEYED FOR:
ATTY. PAUL CURRAN
CURRAN, HOLLENBECK & ORTON, S.C.
P.O. BOX 140, 111 OAK STREET
MADISON, WI 53748
608-847-7363



Recorded-Adams County WI
Register of Deeds Office-
Jodi M. Helgeson-RegisterReturn to: Curran Hollenbeck art
PO Box 140
Mauston WI
53948

MAY 09 2002

Time: 10:00 AM
Volume: 2874 Page:
Fee: 1302

**SECOND ADDENDUM OF PHASE IV OF THE
DELLS CLUB CONDOMINIUMS: TENTH AMENDMENT
TO THE DECLARATION OF THE CONDOMINIUM PLAT**

The undersigned hereby certifies that this Tenth Amendment to the Declaration of the Condominium Plat, consisting of one page, is a correct representation of a portion of Phase IV of the Dells Club Condominiums and that the identification and location of each unit and the common elements in such amended portion of Phase IV can be determined from the Tenth Amendment to the Declaration of the Condominium Plat of the Dells Club Condominiums - Phase IV: Second Addendum. This certification is made pursuant to Sec. 703.11, Wis. Stats. The original Plat was recorded in the office of the Register of Deeds for Adams County as Document No. 266528.

CARROLL LAND SURVEYING
Mauston, Wisconsin

Dated: 4/03/02

BY:

Patrick A. Carroll
Patrick Carroll
Registered Land Surveyor #S-1199**Description:**

Survey of Phase IV property described in the Declaration.

The undersigned hereby certifies that he has surveyed and mapped a portion of the real estate described as the Tenth Amendment to the Declaration of the Condominium Plat of the Dells Club Condominiums - Phase IV: Second Addendum, that said map is a correct representation of the exterior boundaries of the land and shows one proposed garage building in the existing Phase IV and in the newly added Phase IV: Second Addendum and has now been recorded in the Adams County Register of Deeds Office representing the Tenth Amendment to the Declaration of the Condominium Plat of the Dells Club Condominiums - Phase IV: Second Addendum.

CARROLL LAND SURVEYING
Mauston, Wisconsin

Dated: 4/03/02

BY:

Patrick A. Carroll
Patrick Carroll
Registered Land Surveyor #S-1199

In all other respects, the previously filed amendments to the Condominium Plat are ratified, affirmed, and remain unchanged.

CARROLL LAND SURVEYING
Mauston, Wisconsin

Dated: 4/03/02

BY:

Patrick A. Carroll
Patrick Carroll
Registered Land Surveyor #S-1199

This instrument was drafted by:
Attorney Paul S. Curran
Curran, Hollenbeck & Orton, S.C.
111 Oak Street, P.O. Box 140
Mauston, WI 53948

VOL 3791 PAGE 19

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

DEC 09 2004

Time: 10:40 AM
Volume: 3791 Page:
Fee: \$21 pd

3580-6

Recording Area

Name and Return Address
Atty. William T. Curran
111 Oak Street
Manston WI 53948 -0140

Parcel Identification Number (PIN)

Information Professionals Co., Fond du Lac, Wis.

THE DELLS CLUB CONDOMINIUMS
ELEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM

WHEREAS, a Declaration of Condominium dated June 11, 1979 affecting certain property in Adams County, Wisconsin (the "Declaration") was recorded on said date in volume 273 of Records, page 629-673; and

WHEREAS, 10 amendments to the Declaration have subsequently been recorded affecting the lands described on the attached sheet.

— ~~NOW, THEREFORE,~~ pursuant to Section 12 of the Declaration, the Dells Club condominium Owners Association, Inc., the successor to declarant, hereby states the 11th amendment to the Declaration of Condominium, amending Section 6(b) to read as follows:

"(b) There shall be one vote appertaining to each unit up to a maximum of three votes. No individual or entity or combination with common ownership, shall own more than three units, any of which were acquired after February 1, 2003, at any time."

In all other respects, the Declaration of Condominium and its 10 preceding amendments are restated.

IN WITNESS WHEREOF, this document has been executed this 22nd day of MARCH, 2003.

DELLS CLUB CONDOMINIUM
OWNERS ASSOCIATION, INC.

BY: Allen C. Maatta
Allen C. Maatta, President

ATTEST:

BY: Donald J. Hoss
Donald J. Hoss, Secretary

STATE OF WISCONSIN)
)
JUNEAU COUNTY) SS.

Personally came before me this 16th day of November, 2008, the above named Allen Maatta, President and Donald J. Hoss, Secretary to me known to be the persons and officers who executed the foregoing instrument and acknowledge they executed the same as officers, by its authority, for the purposes therein contained.

Wm. Curran
Notary Public, JUNEAU, County, WI
My Commission expires: is permanent.

This instrument was drafted by
Attorney William T. Curran.

Please return to:

Atty. William T. Curran
111 Oak Street, PO Box 140
Mauston, WI 53948-0140

Dells Club Condominium
11th Amendment to Declaration of Condominium
Affecting the Following Lands

The Dells Club (the "Condominium") created under the Wisconsin Condominium Ownership Act by Declaration of Condominium recorded June 11, 1979 in Volume 273 commencing at page 629, as Document #266526; the Condominium is located on real estate described in and subject to said Declaration and to all subsequent Amendments thereof and is more particularly described as follows:

Phase I.

Lot 1 of Certified Survey Map #861 recorded in Volume 4 CSM, page 137; and

Phase II.

Lot 2 of CSM #1006 recorded in Volume 4 CSM, page 372 and 373; and

Phase III.

Lot 3 of CSM #1238 recorded in Volume 5 CSM, page 239-240; and

Phase A, Area 1

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin, bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 7.82 feet to the point of beginning; thence S 88° 00' W, 110.00 feet; thence N 2° 00' W, 245.00 feet; thence N 88° 00' E, 110.00 feet; thence S 2° 00' E, 245.00 feet to the point of beginning.

Phase A, Area 2

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W 257.82 feet to the point of beginning; thence S 88° 00' W, 110.00 feet; thence N 2° 00' W, 245.00 feet; thence N 88° 00' E, 110.00 feet; thence S 2° 00' E, 245.00 feet to the point of beginning.

Phase A, Area 3

Also a road easement for ingress and egress to the above described parcels and located in GL 5, Section 25, T15N, R5E and SW¼ SW¼, Section 30, T15N, R6E, Town of Springville, Adams County, Wisconsin bounded by the following described lines: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 117.82 feet to the southwest corner of Spruce and the point of beginning; thence S 88° 00' W, 34.69 feet; thence southwesterly on a curve to the left, radius 20 feet, whose chord bears S 41° 30' W, 29.01 feet; thence S 5° 00' E, 85.91 feet; thence southeasterly on a curve to the left, radius 40 feet, whose chord bears S 48° 13' E, 54.78 feet; thence easterly on a curve to the right, radius 520 feet, whose chord bears S 88° 43' E, 49.33 feet; thence S 86° 00' E, 133.63 feet to the westerly R/W line of STH 13; thence S 7° 09' 20" W along said R/W line, 25.04 feet; thence N

86° 00' W, 132.25 feet; thence westerly on a curve to the left, radius 495 feet, whose chord bears S 87° 45' W, 107.78 feet; thence N 5° 00' W, 154.14 feet; thence northwesterly on a curve to the left, radius 20 feet, whose chord bears N 48° 30' W, 27.53 feet; thence S 88° 00' W, 40.21 feet to the southwest corner of Balsam; thence N 2° 00' W, 25.00 feet; thence N 88° 00' E, 140.00 feet; thence S 2° 00' E, 25.00 feet to the point of beginning.

| Curve | Radius | Central Angle | Chord Bearing | Distance |
|-------|--------|---------------|---------------|----------|
| A | 495' | 12° 30' | N 87° 45' E | 107.78' |
| B | 520' | 5° 26' | N 88° 43' W | 49.33' |
| C | 20' | 87° 00' | N 48° 30' W | 27.53' |
| D | 20' | 93° 00' | N 41° 30' E | 29.01' |
| E | 40' | 86° 26' | N 48° 13' W | 54.78' |

Phase IV

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the northeast corner of Certified Survey Map No. 1238; thence West 569.32 feet to the point of beginning; thence continuing West 407.00 feet to the beginning of a meander line along the Wisconsin River, also being 50 feet, more or less, from the waters edge; thence North along said meander line, 286.20 feet to the end of the meander line, also being 55 feet, more or less from said waters edge; thence East, 407.00 feet; thence South 286.20 feet to the point of beginning. Including all land lying between the meander line and the waters edge. Contains 3.00 acres more or less.

Phase B

A parcel of land located in GL 5, Section 2, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 257.82 feet to the point of beginning; thence S 2° 00' E, 60.00 feet; thence S 88° 00' W, 138.00 feet; thence N 2° 00' W, 60.00 feet; thence N 88° 00' E, 138.00 feet to the point of beginning. Contains 8,280 sq. ft.

Phase C

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 1319.83 feet to the 1/16th corner; thence N 89° 38' 50" W along the 1/16th line, 133.15 feet to the point of beginning; thence S 32° 00' E, 215.34 feet; thence S 88° 00' W, 110.00 feet; thence N 32° 00' W, 220.68 feet; thence S 89° 38' 50" E, 112.77 feet to the point of beginning. Said parcel contains 20,770 sq. ft.

Also a road easement for ingress and egress to the above described parcel and located in the SW¼ SW¼, Section 30, T15N, R6E and GL 5, Section 25, T15N, R5E, Town of Springville,

Adams County, Wisconsin bounded by the following described line; Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 7.82 feet to the point of beginning; thence N 2° 00' W, 245.00 feet; thence N 32° 00' W, 215.34 feet; thence S 89° 38' 50" E, 90.23 feet; thence S 32° 00' E, 155.02 feet; thence S 2° 00' E, 293.54 feet; thence S 88° 00' W, 60.00 feet to the point of beginning.

Phase D

Phase D - Area 1

A parcel of land beginning at the southeast corner of Phase IV, Dells Club Condominium; thence North along the east line of said Phase IV, 286.20 feet; thence East, 593.35 feet; thence S 7° 09' 20" W, 228.27 feet; thence S 4° 13' 20" E, 59.87 feet to the northeast corner of Phase III; thence West, 569.32 feet to the point of beginning. Said parcel contains 165,030 square feet.

Phase D - Area 2

A parcel of land bounded by the following described line: Commencing at the most southerly line of the road easement of Phase A, Dells Club Condominium where it connects to STH 13; thence N 86° 00' W along said road easement, 132.25 feet to the point of beginning; thence S 2° 00' W, 200.00 feet; thence N 80° 00' W, 165.00 feet; thence N 2° 00' E, 170.00 feet; thence N 71° 03' E, 61.58 feet to the most southwesterly corner of said road easement; thence easterly on a curve to the right, radius 495.00 feet, whose chord bears N 87° 45' E, 107.70 feet to the point of beginning. Said parcel contains 31,690 sq. ft.

Phase D - Area 3

A parcel of land bounded by the following described line: Beginning at the northwest corner of Phase A, Dells Club Condominium of the Spruce building; thence S 2° 00' E along said Spruce building line, 220.00 feet; thence S 88° 00' W, 140.00 feet; thence N 2° 00' W, 250.00 feet; thence N 61° 13' E, 106.41 feet; thence S 32° 00' E, 90.00 feet to the point of beginning. Said parcel contains 37,680 sq. ft.

Phase D - Area 4

A parcel of land bounded by the following described line: Beginning at the southwest corner of Phase A, Dells Club Condominium of the Balsam building, also being on the north line of Phase B, Dells Club Condominium; thence S 88° 00' W, 40.00 feet; thence N 7° 19' W, 215.93 feet; thence N 88° 00' E, 60.00 feet; thence S 2° 00' E, 215.00 feet to the point of beginning. Said parcel contains 10,750 sq. ft.

All of Phase D is located in Government Lot 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin.

...ni Number

THE DELLS CLUB CONDOMINIUMS
DECLARATION OF CONDOMINIUM

Landman Realty LLC - www.TheLandman.net - 888-696-8695

[VOL **4000** PAGE

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

AUG - 9 2005

Time: 11:15 AM
Volume: 4000 Page
Fee: 2/pct 282

Recording Area

Name and Return Address
Atty William T Curran
111 Oak Street, PO Box 140
Mauston, WI 53948-0140

Parcel Identification Number (PIN)

Information Professionals Co., Inc.

THE DELLS CLUB CONDOMINIUMS
TWELFTH AMENDMENT TO DECLARATION OF CONDOMINIUM

WHEREAS, a Declaration of Condominium dated June 11, 1979 affecting certain property in Adams County, Wisconsin (the "Declaration") was recorded on said date in Volume 273 of Records, page 629-673; and

WHEREAS, 11 amendments to the Declaration have subsequently been recorded affecting the lands described on the attached sheet.

NOW, THEREFORE, pursuant to Section 12 of the Declaration, the Dells Club Condominium Owners Association, Inc., the successor to declarant, hereby states the Twelfth Amendment to the Declaration of Condominium, as follows:

Section 6(b), as amended, is revoked and recreated to read:

"Section 6(b)

There shall be one vote appertaining to each unit up to a maximum of three votes. No person shall own any interest in more than 3 units, any of which were acquired after February 1, 2003, whether that ownership be in the person's name, individually, as a marital property interest, or as an interest in a separate entity or venture holding title to a unit."

Section 7. Residential Use. is amended by adding the following language:

"Short term rentals or leases, meaning anything less than 30 consecutive days, is prohibited and is considered a commercial, rather than a residential, use. An owner of a unit as of June 1, 2005 shall retain the right to rent their unit on a short term basis as a pre-existing, non-conforming use (grandfathered) providing the number of units in the short-term rental program does not exceed 40 units, at any given time, as identified on the list maintained at the association office. Such grandfathered right to short term rentals is not assignable to others. Further, this grandfathered right to short term rentals will lapse upon a sale or transfer of any part of the ownership of the unit to anyone outside of the immediate family of the unit owner, meaning spouse, parents, or children. Longer term rental, one month or more, will still be allowed. This prohibition against short term rental applies only to the unit owner, but to anyone to whom they rent or contract the use of the unit."

In all other respects, the Declaration of Condominium and its eleven preceding amendments are restated and incorporated herein by reference.

DELLS CLUB CONDOMINIUM
OWNERS ASSOCIATION, INC.

BY: Allen C. Maatta
Allen C. Maatta, President

ATTEST: Donald D. Hoss
Donald D. Hoss, Secretary

STATE OF WISCONSIN)
JUNEAU COUNTY) ss.

Personally came before me this 23rd day of July, 2005, the above named Allen Maatta, President and Donald D. Hoss, Secretary to me known to be the persons and officers who executed the foregoing instrument and acknowledge they executed the same as officers, by its authority, for the purposes therein contained.

W. T. Curran
Notary Public, Juneau County, WI
My Commission expires: Perm.

This instrument was drafted by
Attorney William T. Curran.

Please return to:

Atty. William T. Curran
111 Oak Street, PO Box 140
Mauston, WI 53948-0140

The Dells Club (the "Condominium") created under the Wisconsin Condominium Ownership Act by Declaration of Condominium recorded June 11, 1979 in Volume 273 commencing at page 629, as Document #266526; the Condominium is located on real estate described in and subject to said Declaration and to all subsequent Amendments thereof and is more particularly described as follows:

Phase I.

Lot 1 of Certified Survey Map #861 recorded in Volume 4 CSM, page 137; and

Phase II.

Lot 2 of CSM #1006 recorded in Volume 4 CSM, page 372 and 373; and

Phase III.

Lot 3 of CSM #1238 recorded in Volume 5 CSM, page 239-240; and

Phase A, Area 1

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County Wisconsin, bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 7.82 feet to the point of beginning; thence S 88° 00' W, 110.00 feet; thence N 2° 00' W, 245.00 feet; thence N 88° 00' E, 110.00 feet; thence S 2° 00' E, 245.00 feet to the point of beginning.

Phase A, Area 2

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W 257.1 feet to the point of beginning; thence S 88° 00' W, 110.00 feet; thence N 2° 00' W, 245.00 feet; thence N 88° 00' E, 110.00 feet; thence S 2° 00' E, 245.00 feet to the point of beginning.

Phase A, Area 3

Also a road easement for ingress and egress to the above described parcels and located in GL 5, Section 25, T15N, R5E and SW¼ SW¼, Section 30, T15N, R6E, Town of Springville, Adams County, Wisconsin bounded by the following described lines: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 117.82 feet to the southwest corner of Spruce and the point of beginning; thence S 88° 00' W, 34.69 feet; thence southwesterly on a curve to the left, radius 20 feet, whose chord bears S 41° 30' W, 29.01 feet; thence S 5° 00' E, 85.91 feet; thence southeasterly on a curve to the left, radius 40 feet, whose chord bears S 48° 13' E, 54.78 feet; thence easterly on a curve to the right, radius 520 feet, whose chord bears S 88° 43' E, 49.33 feet; thence S 86° 00' E, 133.63 feet to the westerly R/W line of STH 13; thence S 7° 09' 20" W along said R/W line, 25.04 feet; thence N 86° 00' W, 132.25 feet; thence westerly on a curve to the left, radius 495 feet, whose chord bears S 87° 45' W, 107.78 feet; thence N 5° 00' W, 154.14 feet; thence northwesterly on a curve to the left, radius 20 feet, whose chord bears N 48° 30' W, 27.53 feet; thence S 88° 00' W, 40.21 feet to the southwest corner of Balsam; thence N 2° 00' W, 25.00 feet; thence N 88° 00' E, 140.00 feet; thence S 2° 00' E, 25.00 feet to the point of beginning.

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| Curve | Radius | Central Angle | Chord Bearing | Distance |
|-------|--------|---------------|---------------|----------|
| A | 495' | 12° 30' | N 87° 45' E | 107.78' |
| B | 520' | 5° 26' | N 88° 43' W | 49.33' |
| C | 20' | 87° 00' | N 48° 30' W | 27.53' |
| D | 20' | 93° 00' | N 41° 30' E | 29.01' |
| E | 40' | 86° 26' | N 48° 13' W | 54.78' |

Phase IV

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County Wisconsin bounded by the following described line: Commencing at the northeast corner of Certified Survey Map No. 1238; thence West 569.32 feet to the point of beginning; thence continuing West 407.00 feet to the beginning of a meander line along the Wisconsin River, also being 50 feet, more or less, from the waters edge; thence North along said meander line, 286.20 feet to the end of the meander line, also being 55 feet, more or less from said waters edge; then East, 407.00 feet; thence South 286.20 feet to the point of beginning. Including all land lying between the meander line and the waters edge. Contains 3.00 acres more or less.

Phase B

A parcel of land located in GL 5, Section 2, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 257.82 feet to the point of beginning; thence S 2° 00' E, 60.00 feet; thence S 88° 00' W, 138.00 feet; thence N 2° 00' W, 60.00 feet; thence N 88° 00' E, 138.00 feet to the point of beginning. Contains 8,280 sq. ft.

Phase C

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 1319.83 feet to the 1/16th corner; thence N 89° 38' 50" W along the 1/16th line, 133.15 feet to the point of beginning; thence S 3° 00' E, 215.34 feet; thence S 88° 00' W, 110.00 feet; thence N 32° 00' W, 220.68 feet; thence S 89° 38' 50" E, 112.77 feet to the point of beginning. Said parcel contains 20,770 sq. ft.

Also a road easement for ingress and egress to the above described parcel and located in the SW¼ SW¼, Section 30, T15N, R6E and GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line; Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 7.82 feet to the point of beginning; thence N 2° 00' W, 245.00 feet; thence N 32° 00' W, 215.34 feet; thence S 89° 38' 50" E, 90.23 feet; thence S 32° 00' E, 155.02 feet; thence S 2° 00' E, 293.54 feet; thence S 88° 00' W, 60.00 feet to the point of beginning.

Phase D

Phase D - Area 1

A parcel of land beginning at the southeast corner of Phase IV, Dells Club Condominium; thence North along the east line of said Phase IV, 286.20 feet; thence East, 593.35 feet; thence S 7° 09' 20" W, 228.27 feet; thence S 4° 13' 20" E, 59.87 feet to the northeast corner of Phase III; then West, 569.32 feet to the point of beginning. Said parcel contains 165,030 square feet.

Phase D - Area 2

A parcel of land bounded by the following described line: Commencing at the most southerly line of the road easement of Phase A, Dells Club Condominium where it connects to STH 13; thence N 86° 00' W along said road easement, 132.25 feet to the point of beginning; thence S 00° W, 200.00 feet; thence N 80° 00' W, 165.00 feet; thence N 2° 00' E, 170.00 feet; thence N 71° 03' E, 61.58 feet to the most southwesterly corner of said road easement; thence easterly on curve to the right, radius 495.00 feet, whose chord bears N 87° 45' E, 107.70 feet to the point of beginning. Said parcel contains 31,690 sq. ft.

Phase D - Area 3

A parcel of land bounded by the following described line: Beginning at the northwest corner of Phase A, Dells Club Condominium of the Spruce building; thence S 2° 00' E along said Spruce building line, 220.00 feet; thence S 88° 00' W, 140.00 feet; thence N 2° 00' W, 250.00 feet; thence N 61° 13' E, 106.41 feet; thence S 32° 00' E, 90.00 feet to the point of beginning. Said parcel contains 37,680 sq. ft.

Phase D - Area 4

A parcel of land bounded by the following described line: Beginning at the southwest corner of Phase A, Dells Club Condominium of the Balsam building, also being on the north line of Phase B, Dells Club Condominium; thence S 88° 00' W, 40.00 feet; thence N 7° 19' W, 215.93 feet; thence N 88° 00' E, 60.00 feet; thence S 2° 00' E, 215.00 feet to the point of beginning. Said parcel contains 10,750 sq. ft.

All of Phase D is located in Government Lot 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin.

The above lands being all of the lands covered by the Dells Club Condominium Plat with all of its additions and amendments and including all units, to-wit: **Dells Club Condominium** including Walnut, Units 1-12; Oak, Units 1-12; Maple, Units 1-12; Cedar, Units 1-12; **Dells Club Condominium Phase II** including Aspen, Units 1-12; Birch, Units 1-12; Cherry, Units 1-12; Elm, Units 1-12; **Dells Club Condominium Phase III** including Fir, Units 1-12; Hawthorne, Units 1-12; **Dells Club Condominium Phase IV Amended** including Juniper, Units 1-12; Laurel, Units 1-8; **Dells Club Condominium Phase A** including Balsam, Units 1-12; Spruce, Units 1-12; **Dells Club Condominium Phase C** including Pine, Units 1-12; **Dells Club Condominium Phase B** including Garage Units 101-109; **Dells Club Condominium Phase D** including Areas 1-4; **9th Amendment to the Dells Club Condominium as Phase II Addendum** including Garage Units 3-12 and 67-72; **10th Amendment to the Dells Club Condominium Phase IV Addendum** including Garage Units 73-83 and Common Areas for all above Phases.

- ① phase III Garage Units 31-36
- ② phase IV Amended Garage Units 37-54
- ③ phase II Garage Units 13-30

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

JAN 04 2006

Time: 11:50 AM
Recording Fee: 13.00
Transfer Fee: -
of Pages: 2
Receipt #: 7978

Please Return to: Atty Wm T Curran
PO Box 140
Mauston WI 53948-0140

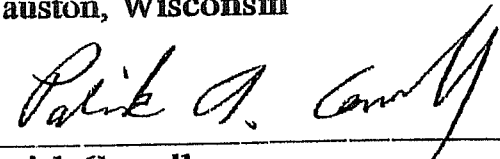
**THIRTEENTH AMENDMENT TO DECLARATION OF THE CONDOMINIUM
THE DELLS CLUB CONDOMINIUMS, PHASE II, 2ND ADDENDUM**

The undersigned hereby certifies that this Thirteenth Amendment to the Declaration of the Condominium Plat, consisting of one page, is a correct representation of a portion of Phase II of the Dells Club Condominiums and that the identification and location of each unit and the common elements in such amended portion of Phase II can be determined from the Thirteenth Amendment to the Declaration of the Condominium Plat of the Dells Club Condominiums - Phase II: Second Addendum. This certification is made pursuant to § 703.11, Wis. Stats. The original Plat was recorded in the office of the Register of Deeds, Adams County as Document No. 266528 and the First Amendment to Condominium Plat creating Phase II was recorded as Document No. 274654.

CARROLL LAND SURVEYING
Mauston, Wisconsin

Dated: 8/5/05

BY:


Patrick Carroll
Registered Land Surveyor #S-1199

Description:

Survey of Phase II property described in the Declaration.

The undersigned hereby certifies that he has surveyed and mapped a portion of real estate described as the Thirteenth Amendment to the Declaration of the Condominium Plat of the Dells Club Condominiums - Phase II: Second Addendum, that said map is a

correct representation of the exterior boundaries of the land and shows one proposed garage building (LCE4) consisting of Garage Stalls 84-89 in the existing Phase II and in the newly added Phase II: Second Addendum.

CARROLL LAND SURVEYING
Mauston, Wisconsin

Dated: 8/05/05

BY:

Patrick G. Carroll
Patrick Carroll
Registered Land Surveyor #S-1199

In all other respects, the previously filed amendments to the Condominium Plan are ratified, affirmed, and remain unchanged.

CARROLL LAND SURVEYING
Mauston, Wisconsin

Dated: 8/05/05

BY:

Patrick G. Carroll
Patrick Carroll
Registered Land Surveyor #S-1199

STATE OF WISCONSIN)
JUNEAU COUNTY) SS

Personally came before me this 5th day of August, 2005, the above named Patrick Carroll, to me known to be the person who executed the foregoing and acknowledged.

This instrument was drafted by:
Attorney William T. Curran
Curran, Hollenbeck & Orton, S.C.
111 Oak Street, P.O. Box 140
Mauston, WI 53948

William T. Curran
William T Curran, Notary Public
Juneau County, Wisconsin.
My Commission is Permanent.

ADDENDUM OF THE THIRTEENTH AMENDMENT TO THE DECLARATION OF THE CONDOMINIUM PLAT OF THE DELLS CLUB CONDOMINIUMS- PHASE II SECOND ADDENDUM

PART OF GOV'T LOT 1, SECTION 36, T15N, R5E, TOWN OF SPRINGVILLE, ADAMS COUNTY, WISCONSIN. ALSO BEING A PART OF GSM 1006, VOL. 4, PP. 372-373.

DESCRIPTION: Part of Gov't Lot 1, Section 36, T15N, R5E, Town of Springville, Adams County, Wisconsin. Also being a part of GSM 1006, Vol. 4, PP. 372-373, to-wit:
*Also being a part of the Common Area Phase II Dells Club Condominiums
Commencing at the NE corner of said Section 36; thence bearing S 24-35.16 W, 820.37 feet, to the point of beginning.

Thence bearing S 03-47-45 E, 32.00 feet; thence bearing N 86-12-15 E, 74.00 feet; thence bearing N 03-47-45 E, 32.00 feet; thence bearing S 86-12-15 E, 74.00 feet, to the point of beginning, containing 2368 s.f. or 0.05 acres.

SURVEYOR'S CERTIFICATE: I, Patrick A. Carroll, Registered Land Surveyor S-1199, of Mauston, Wisconsin, hereby certify:

That in compliance with the provisions of Chapter 236.34 & Condominium 705.11 of the Wisconsin Statutes and the Adams County Subdivision Ordinance and under the direction of ALLEN MAATTA, Representative of the Dells Club, I did survey, divide and map the above described property and that such map correctly represents the exterior boundaries and the division of the land surveyed and mapped to the best of my knowledge and belief and that this Addendum of the Thirteenth Amendment to the Declaration of the Condominium Plat of the Dells Club Condominiums - Phase II is a correct representation of the condominium described.

*SECOND ADDENDUM

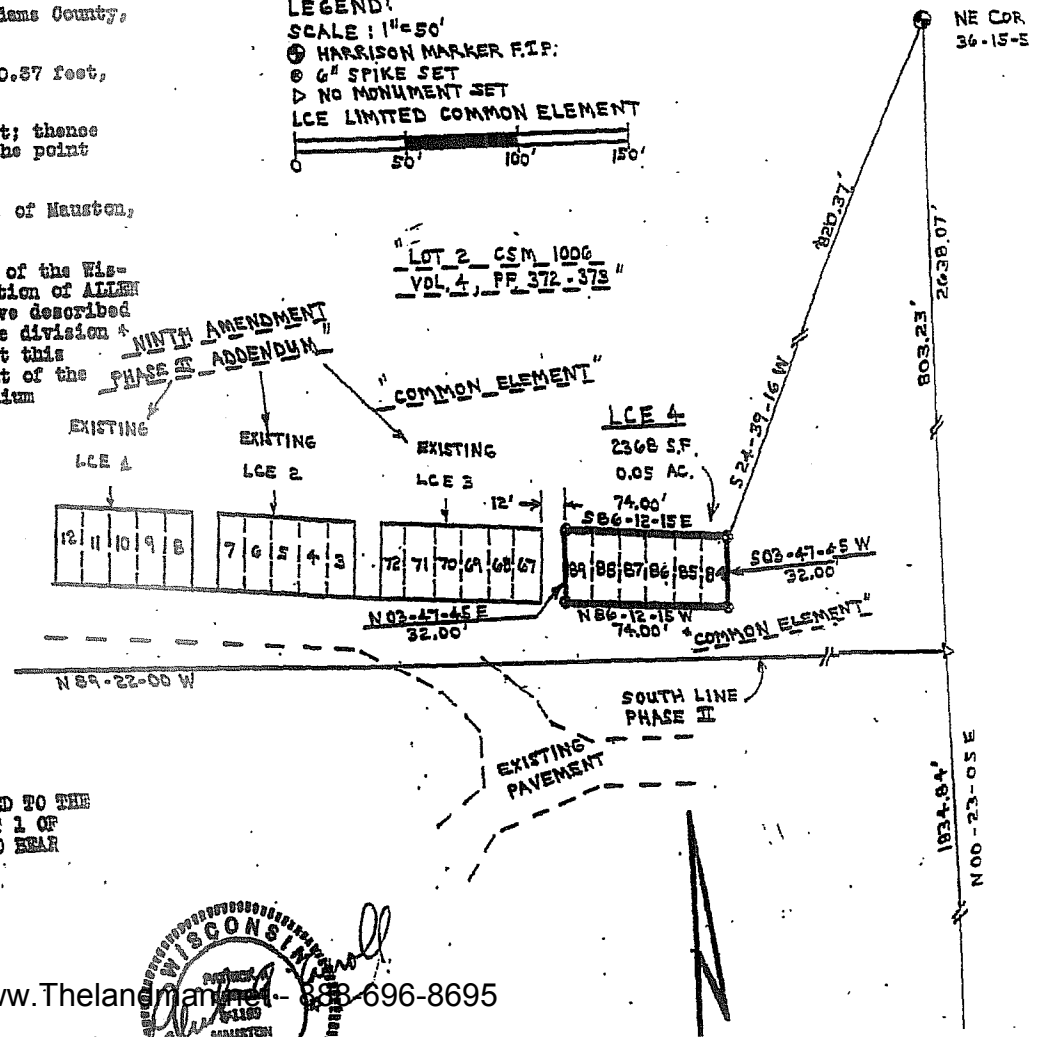
Patrick A. Carroll
REGISTERED LAND SURVEYOR S-1199
PATRICK A. CARROLL JULY 15, 2005
CARROLL SURVEYING, MAUSTON, WISCONSIN

SURVEYOR'S NOTE: The LCE of this surveying and mapping is a proposed condominium garage building and the numbers inside the LCE are garage unit numbers.

SURVEYED FOR: ALLEN MAATTA
DELLE CLUB

BEARINGS ARE REFERENCED TO THE
EAST LINE OF GOV'T LOT 1 OF
SECTION 36 ASSIGNED TO BEAR
S 00-23-05 W.

LEGEND:
SCALE: 1"=50'
HARRISON MARKER F.T.P.
6" SPIKE SET
NO MONUMENT SET
LCE LIMITED COMMON ELEMENT



**THIRTEENTH AMENDMENT TO
CONDOMINIUM DECLARATION
(PHASE II ADDENDUM)****45093**

Recorded: Adams C
Register of Deeds
Jodi M. Helgeson-

DEC 27 2008
Time: 9:55 AM
Recording Fee: 23.00
Transfer Fee: -
of Pages: 7
Receipt # 7625

Recording Area

Name and Return Address
Atty Wm T Curran
PO Box 140
Mauston WI 53948-0140

Parcel Identification Number (PIN)

Information Professionals Co

**THE DELLS CLUB CONDOMINIUMS
THIRTEENTH AMENDMENT TO CONDOMINIUM DECLARATION
(PHASE II)**

WHEREAS, a Declaration of Condominium dated June 11, 1979 affecting certain property in Adams County, Wisconsin (the "Declaration") was recorded on said date in Volume 27 of Records, page 629-673; and

WHEREAS, the First Amendment to Declaration of Condominium (Phase II) of November 20, 1980 was recorded in Volume 288 of Records, page 576-580, as Document #274 affecting lands described as follows: on the attached Schedule A.

NOW, THEREFORE, pursuant to Section 12 of the Declaration, the Dells Condominium Owners Association, Inc., the successor to the Declarant, hereby amends and restates the First Amendment to the Declaration of Condominium (Phase II), Section 2, last paragraph to read:

"There are also not 6, but 12 garage buildings which are limited common elements which building 12 is shown on the Thirteenth Amendment to the Condominium Plat (Phase II)."

5. Description of Limited Common Elements.

- b. The existing material in this section remains the same limited to the garage buildings which contain a total of 84 divided cubicles (garage spaces) (limited common elements).

In all other respects, the First Amendment to Declaration of Condominium (Phase II) is restated (remaining material and Declaration is unchanged).

- 5(b) The garage buildings contain a total of 84 divided cubicles ("Garage Spaces") which are intended for parking and/or storage of vehicles, boats and other items which are incidental to the residential purposes of the Condominium. Each Garage Space is assigned a number for identification as shown on the First Amendment to Condominium Declaration (Phase II), the Second Amendment to Condominium Plat (Phase III) and the Fourth Amendment to Condominium Plat (Phase IV). All of the Garage Spaces are reserved and assigned initially for the exclusive use of Unit owners.

In all other respects, the Fourth Amendment to Declaration of Condominium (Phase IV) is restated (remaining material and Declaration is unchanged).

IN WITNESS WHEREOF, this document has been executed this 28th May, 2005.

THE DELLS CLUB CONDOMINIUM
OWNERS ASSOCIATION, INC.

BY:

Allen Maatta
Allen Maatta, President

ATTEST:

Donald Hoss
Donald Hoss, Secretary

Personally came before me this 15th day of October, 2005, the above-named Maatta and Donald Hoss, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as officers, by its authority, for the purposes contained therein.

W. S. Curran
Notary Public, State of Wisconsin
My Commission: Renew

This instrument was drafted by
Attorney William T Curran
111 Oak Street
Mauston WI 53948-0140

The Dells Club (the “Condominium”) created under the Wisconsin Condominium Ownership Act by Declaration of Condominium recorded June 11, 1979 in Volume 273 commencing at page 629, as Document #266526; the Condominium is located on real estate described in and subject to said Declaration and to all subsequent Amendments thereof and is more particularly described as follows:

Lot 1 of Certified Survey Map #861 recorded in Volume 4 CSM, page 137; and

Lot 2 of CSM #1006 recorded in Volume 4 CSM, page 372 and 373; and

Lot 3 of CSM #1238 recorded in Volume 5 CSM, page 239-240; and

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County Wisconsin, bounded by the following described line: Commencing at the southeast corner of s Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet, thence S 88° 00' W, 7.8 feet to the point of beginning; thence S 88° 00' W, 110.00 feet; thence N 2° 00' W, 245.00 feet thence N 88° 00' E, 110.00 feet; thence S 2° 00' E, 245.00 feet to the point of beginning.

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County Wisconsin bounded by the following described line: Commencing at the southeast corner of s Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W 257 feet to the point of beginning; thence S 88° 00' W, 110.00 feet; thence N 2° 00' W, 245.00 feet; thence N 88° 00' E, 110.00 feet; thence S 2° 00' E, 245.00 feet to the point of beginning.

Also a road easement for ingress and egress to the above described parcels and located in GL Section 25, T15N, R5E and SW¼ SW¼, Section 30, T15N, R6E, Town of Springville, Adair County, Wisconsin bounded by the following described lines: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 00° W, 117.82 feet to the southwest corner of Spruce and the point of beginning; thence S 88° 00' W, 34.69 feet; thence southwesterly on a curve to the left, radius 20 feet, whose chord bears S 41° 30' W, 29.01 feet; thence S 5° 00' E, 85.91 feet; thence southeasterly on a curve to the right, radius 40 feet, whose chord bears S 48° 13' E, 54.78 feet; thence easterly on a curve to the right, radius 520 feet, whose chord bears S 88° 43' E, 49.33 feet; thence S 86° 00' E, 133.63 feet to the northeast corner of said Section 30; thence northerly along the R/W line of STH 13; thence westerly R/W line of STH 13; thence S 7° 09' 20" W along said R/W line, 25.04 feet; thence S 86° 00' W, 132.25 feet; thence westerly on a curve to the left, radius 495 feet, whose chord bears S 87° 45' W, 107.78 feet; thence N 5° 00' W, 154.14 feet; thence northwesterly on a curve to

left, radius 20 feet, whose chord bears N 48° 30' W, 27.53 feet; thence S 88° 00' W, 40.21 feet to the southwest corner of Balsam; thence N 2° 00' W, 25.00 feet; thence N 88° 00' E, 140.0 feet; thence S 2° 00' E, 25.00 feet to the point of beginning.

| Curve | Radius | Central Angle | Chord Bearing | Distance |
|-------|--------|---------------|---------------|----------|
| A | 495' | 12° 30' | N 87° 45' E | 107.78' |
| B | 520' | 5° 26' | N 88° 43' W | 49.33' |
| C | 20' | 87° 00' | N 48° 30' W | 27.53' |
| D | 20' | 93° 00' | N 41° 30' E | 29.01' |
| E | 40' | 86° 26' | N 48° 13' W | 54.78' |

Phase IV

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the northeast corner of Certified Survey Map No. 1238; thence West 569.32 feet to the point of beginning; thence continuing West 407.00 feet to the beginning of a meander line along the Wisconsin River, also being 50 feet, more or less, from the waters edge; thence North along said meander line, 286.00 feet to the end of the meander line, also being 55 feet, more or less from said waters edge; thence East, 407.00 feet; thence South 286.20 feet to the point of beginning. Including all land lying between the meander line and the waters edge. Contains 3.00 acres more or less.

Phase B

A parcel of land located in GL 5, Section 2, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet; thence S 88° 00' W, 257.82 feet to the point of beginning; thence S 2° 00' E, 60.00 feet; thence S 88° 00' W, 138.00 feet; thence N 2° 00' W, 60.00 feet; thence N 88° 00' E, 138.00 feet to the point of beginning. Contains 8,280 sq. ft.

Phase C

A parcel of land located in GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of Section 25; thence N 0° 22' 30" E along the section line, 1319.83 feet to the 1/16th corner; thence N 89° 38' 50" W along the 1/16th line, 133.15 feet to the point of beginning; thence S 88° 00' E, 215.34 feet; thence S 88° 00' W, 110.00 feet; thence N 32° 00' W, 220.68 feet; thence N 89° 38' 50" E, 112.77 feet to the point of beginning. Said parcel contains 20,770 sq. ft.

Also a road easement for ingress and egress to the above described parcel and located in the SW¼ SW¼, Section 30, T15N, R6E and GL 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin bounded by the following described line: Commencing at the southeast corner of said Section 25; thence N 0° 22' 30" E along the section line, 893.43 feet

Landman Realty llc - www.TheLandman.net - 888-696-8695
thence S 88° 00' W, 7.82 feet to the point of beginning; thence N 2° 00' W, 245.00 feet; thence N 32° 00' W, 215.34 feet; thence S 89° 38' 50" E, 90.23 feet; thence S 32° 00' E, 155.02 feet; thence S 2° 00' E, 293.54 feet; thence S 88° 00' W, 60.00 feet to the point of beginning.

Phase D

Phase D - Area 1

A parcel of land beginning at the southeast corner of Phase IV, Dells Club Condominium; thence North along the east line of said Phase IV, 286.20 feet; thence East, 593.35 feet; thence S 7° 00' W, 228.27 feet; thence S 4° 13' 20" E, 59.87 feet to the northeast corner of Phase III; thence West, 569.32 feet to the point of beginning. Said parcel contains 165,030 square feet.

Phase D - Area 2

A parcel of land bounded by the following described line: Commencing at the most southerly line of the road easement of Phase A, Dells Club Condominium where it connects to STH 13; thence N 86° 00' W along said road easement, 132.25 feet to the point of beginning; thence S 86° 00' W, 200.00 feet; thence N 80° 00' W, 165.00 feet; thence N 2° 00' E, 170.00 feet; thence N 71° 03' E, 61.58 feet to the most southwesterly corner of said road easement; thence easterly curve to the right, radius 495.00 feet, whose chord bears N 87° 45' E, 107.70 feet to the point of beginning. Said parcel contains 31,690 sq. ft.

Phase D - Area 3

A parcel of land bounded by the following described line: Beginning at the northwest corner of Phase A, Dells Club Condominium of the Spruce building; thence S 2° 00' E along said Spruce building line, 220.00 feet; thence S 88° 00' W, 140.00 feet; thence N 2° 00' W, 250.00 feet; thence N 61° 13' E, 106.41 feet; thence S 32° 00' E, 90.00 feet to the point of beginning. Said parcel contains 37,680 sq. ft.

Phase D - Area 4

A parcel of land bounded by the following described line: Beginning at the southwest corner of Phase A, Dells Club Condominium of the Balsam building, also being on the north line of Phase B, Dells Club Condominium; thence S 88° 00' W, 40.00 feet; thence N 7° 19' W, 215.93 feet; thence N 88° 00' E, 60.00 feet; thence S 2° 00' E, 215.00 feet to the point of beginning. Said parcel contains 10,750 sq. ft.

All of Phase D is located in Government Lot 5, Section 25, T15N, R5E, Town of Springville, Adams County, Wisconsin.

The above lands being all of the lands covered by the Dells Club Condominium Plat with all of its additions and amendments and including all units, to-wit: **Dells Club Condominium** including Walnut, Units 1-12; Oak, Units 1-12; Maple, Units 1-12; Cedar, Units 1-12; **Dells Club Condominium Phase II** including Aspen, Units 1-12; Birch, Units 1-12; Cherry; Units 1-12; Elm, Units 1-12; **Dells Club Condominium Phase III** including Fir, Units 1-12; Hawthorn

Units 1-12; **Dells Club Condominium Phase IV Amended** including Juniper, Units 1-12; Laurel, Units 1-8; **Dells Club Condominium Phase A** including Balsam, Units 1-12; Spruce Units 1-12; **Dells Club Condominium Phase C** including Pine, Units 1-12; **Dells Club Condominium Phase B** including Garage Units 101-109; **Dells Club Condominium Phase** including Areas 1-4; 9th Amendment to the Dells Club Condominium as Phase II Addendum including Garage Units 3-12 and 67-72; 10th Amendment to the Dells Club Condominium Phase IV Addendum including Garage Units 73-83; 13th Amendment to Dells Club Condominium, Phase II, 2nd Addendum including Garage Units 84-89.

And Common Areas for all above Phases.

STATE OF WISCONSIN

CIRCUIT COURT

ADAMS COUNTY

AUGUSTUS G. DOUVAS, et al.,

Plaintiffs,

vs.

JAY D. BERGMAN, et al.,

Defendants.

NOTICE OF PENDENCY
OF CLASS ACTION AND
PROPOSED SETTLEMENT

Case No. 86-CV-81

To: All Persons Who Own or Have Owned at Least One Unit at
The Dells Club Condominiums, Town of Springville,
Adams County, Wisconsin.

You are hereby advised, pursuant to the order of the
above Court, dated June 22, 1988, of the pendency of the
above action. This action was commenced on or about June
6, 1986 by Augustus G. Douvas and N. June Douvas, Eugene
A. Ranney and Arlene M. Ranney, individually and as Dells
Club unit owners, American Title Insurance Company, Inc.
and Ticor Title Insurance Company, Inc. Numerous other
parties, including the Dells Club Condominium Owners
Association, Inc. were subsequently added as plaintiffs.
The defendants are Jay D. Bergman, Dells Club Realty
Corporation and J.D. Bergman Corporation. On June 22,
1988, the Court ordered that this case be provisionally
maintained as a class action.

This notice is given to you in the belief that you may
be a member of the above class whose rights may be
affected by this lawsuit. The purpose of this notice is
to inform you of the existence of the lawsuit and explain

your rights with respect to it and the settlement proposal described below. This notice should not be understood as an expression of any opinion of the Court as to the merits of any claims or defenses asserted in this lawsuit, or as to the merits of the settlement proposal described below.

THE NATURE OF THIS LAWSUIT

This action was commenced on or about June 6, 1986, by Augustus and June Douvas and Eugene and Arlene Ranney, Dells Club condominium unit owners on behalf of the Dells Club Condominium Owners Association, Inc., and their respective title insurers, American Title Insurance Company, Inc. ("American") and Ticor Title Insurance Company, Inc. ("Ticor") for violation of, among other things, the Wisconsin Condominium Ownership Act, Chapter 703 et seq., Wis. Stats. and the Marketing, Warehouses, Food Practices Act, Chapter 100 et seq., Wis. Stats. fraud, deception, concealment, misrepresentation, self-dealing and breach of contract in connection with the development, sales and marketing of the Dells Club condominiums ("Dells Club"). Jay D. Bergman and his related corporations, J.D. Bergman Corporation and the Dells Club Realty Corporation, are the defendants. The defendants answered on August 22, 1986 denying that defendants have any liability to plaintiffs. The defendants also counterclaimed against the plaintiffs and

alleged, among other things, that during the operation and management of the Dells Club, defendants provided management, equipment, office and other space, as well as other services to the Dells Club Condominium Owners Association, Inc., and that reasonable compensation for the services provided by defendants is owing to defendants. The plaintiffs contest the defendants' counterclaim. The complaint was amended on September 30, 1987 to include numerous additional Ticor and American insureds as named plaintiffs. The Dells Club Condominium Owners Association, Inc. has also been added as a plaintiff.

None of the issues raised by the conflicting claims of the parties has been resolved by the Court and the Court has expressed no opinion concerning them.

THE SETTLEMENT PROPOSAL

The defendants and the named plaintiffs have reached an agreement for settlement of this lawsuit. A copy of the Settlement Agreement is attached. The defendants do not admit any wrongdoing or liability on their part. The plaintiffs do not admit the liability alleged by the defendants' counterclaim. The proposed settlement described below should not be taken as an indication that liability or damages have been or would be found against the defendants or the plaintiffs. Further, the Court has

not approved the settlement and the settlement cannot take effect unless the Court determines that it should, following appropriate hearings.

SETTLEMENT PROPOSAL CONTINGENCIES

In addition to the details set forth in the Settlement Agreement, the settlement proposal is subject to the following contingencies:

1. The settlement proposal will not be implemented, and there will be no settlement hearing as described below, unless a majority (fifty percent plus one) of the unit owners elect not to be excluded from the class. In that event, the litigation will continue, with the question whether it should continue as a class action to be redetermined by the Court, unless the litigation is otherwise settled by the named plaintiffs and the defendants.

2. The settlement proposal will not be implemented (and shall be null and void and with the same consequences as set forth in subparagraph 1 above) if the Court, following the settlement hearing described below, does not approve the settlement proposal.

YOUR CHOICES

The Court will exclude you from the class if you request exclusion by completing the form "Request For Exclusion From Class Action" enclosed with this notice, signing and mailing it to the Clerk of Court at the address herein provided and having it postmarked no later than July 22, 1988. If your request for exclusion is not postmarked by July 22, 1988 you will be included in the class. Requests for exclusion should be mailed to:

Clerk of Court
Adams County Circuit Court
402 Main Street
Friendship, WI 53934

If your request for exclusion is timely received and the Court then later approves the settlement, you will not be bound by any determination made in this lawsuit and will not participate in the settlement. If you request exclusion, you will be free, as you are now, to pursue independently any legal rights which you think you may have against the defendants.

If you do not request exclusion by returning the enclosed notice by the deadline set forth above, you will be deemed a member of the class for purposes of the Court's consideration of the settlement proposal. If the Court approves the settlement proposal, you will be bound

by it and share in it in accordance with the Court's approval.

If you do not request exclusion, you may, if you desire, enter an appearance through counsel of your own choosing. The named plaintiffs are represented by James G. Allison of the law firm of Whyte & Hirschboeck S.C., 111 East Wisconsin Avenue, Suite 2100, Milwaukee, WI 53202 and W.T. Curran of the law firm of Curran, Curran & Hollenbeck, S.C., 111 Oak Street, Mauston, WI 53948. The defendants are represented by Jeffrey P. Clark and Steven P. Bogart of the law firm of Reinhart, Boerner, Van Deuren, Norris & Rieselbach, s.c., 111 East Wisconsin Avenue, Suite 1800, Milwaukee, WI 53202. If you do not request exclusion and do not enter an appearance through counsel of your own choosing, the attorneys for the named plaintiffs will represent your interests in this case.

If the percentage criteria described in the "Settlement Proposal Contingencies" is not met, or if the Court does not approve the settlement, then no choice which you make now will be binding upon you or in any way affect any legal rights which you may have.

SETTLEMENT HEARING

The Court will hold a hearing at the Adams County Courthouse, Friendship, Wisconsin on August 5, 1988, commencing at 1:30 p.m., to determine whether the

proposed settlement should be finally approved and this action dismissed on the merits and with prejudice. If you do not request exclusion from the class, then you may appear at the hearing and show cause, if any, why the settlement should not be approved as fair, reasonable and adequate, and why the final judgment should not be entered. If you do not request exclusion from the class, you may also submit your written comments concerning the settlement proposal to the Court, at the address set forth below, but such written comments must reach the Court by not later than July 22, 1988.

ADDITIONAL INFORMATION

If you do not elect to be excluded from the class and there is a future change in your address, or if the Notice reached you at a place other than the one to which it was directed, you should immediately notify the Clerk of Court, Adams County Circuit Court, 402 Main Street, Friendship, WI 53934.

The settlement documents and the pleadings and other papers filed in this action are available for inspection in the office of the Clerk of Court, Adams County Circuit Court, 402 Main Street, Friendship, WI 53934.

Dated: 6-29-88

Whyte & Hirschboeck S.C.
111 East Wisconsin Avenue
Suite 2100
Milwaukee, WI 53202
(414) 271-8210

James G. Allison
James G. Allison
One of the Attorneys
for Plaintiffs

Dated: 6-29-88

Curran, Curran &
Hollenbeck, S.C.
111 Oak Street
Mauston, WI 53948
(608) 847-7363

W.T. Curran
W.T. Curran
One of the Attorneys
for Plaintiffs

Dated: 6-29-88

Reinhart, Boerner, Van Deuren,
Norris & Riselbach, S.C.
111 East Wisconsin Avenue
Suite 1800
(414) 271-1190

Jeffrey P. Clark
Jeffrey P. Clark
One of the Attorneys
for Plaintiffs

1626p/06-29-88

STATE OF WISCONSIN

CIRCUIT COURT

ADAMS COUNTY

AUGUSTUS G. DOUVAS, et al.,

Plaintiffs,

vs.

JAY D. BERGMAN, et al.,

Defendants.

REQUEST FOR
EXCLUSION FROM CLASS
ACTION

Case No. 86-CV-81

To: Clerk of Court
Adams County Circuit Court
402 Main Street
Friendship, WI 53934

The undersigned respectfully requests to be excluded from the class action in the above cause in accordance with the terms of the "Notice of Pendency of Class Action and Proposed Settlement" dated June 29, 1988.

I understand that by this request I will not be entitled to share in the benefits of the settlement if it is approved by the Court and that I will not be bound by any judgment rendered in the case if it is adverse to the plaintiffs.

Dated at _____, this _____
day of _____, 1988.

(signature)

(name, please print or type)

(street address)

(city, state and zip code)

[THIS FORM IS TO BE FILLED OUT AND RETURNED ONLY
IF YOU WANT TO BE EXCLUDED FROM THE CLASS.]

1622p/06-29-88

STATE OF WISCONSIN

CIRCUIT COURT

ADAMS COUNTY

AUGUSTUS G. DOUVAS, et al.,

Plaintiffs,

vs.

JAY D. BERGMAN, et al.,

Defendants.

NOTICE OF PENDENCY
OF CLASS ACTION AND
PROPOSED SETTLEMENT

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To: All Persons Who Own or Have Owned at Least One Unit at
The Dells Club Condominiums, Town of Springville,
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above Court, dated June 22, 1988, of the pendency of the
above action. This action was commenced on or about June
6, 1986 by Augustus G. Douvas and N. June Douvas, Eugene
A. Ranney and Arlene M. Ranney, individually and as Dells
Club unit owners, American Title Insurance Company, Inc.
and Ticor Title Insurance Company, Inc. Numerous other
parties, including the Dells Club Condominium Owners
Association, Inc. were subsequently added as plaintiffs.
The defendants are Jay D. Bergman, Dells Club Realty
Corporation and J.D. Bergman Corporation. On June 22,
1988, the Court ordered that this case be provisionally
maintained as a class action.

This notice is given to you in the belief that you may
be a member of the above class whose rights may be
affected by this lawsuit. The purpose of this notice is
to inform you of the existence of the lawsuit and explain

your rights with respect to it and the settlement proposal described below. This notice should not be understood as an expression of any opinion of the Court as to the merits of any claims or defenses asserted in this lawsuit, or as to the merits of the settlement proposal described below.

THE NATURE OF THIS LAWSUIT

This action was commenced on or about June 6, 1986, by Augustus and June Douvas and Eugene and Arlene Ranney, Dells Club condominium unit owners on behalf of the Dells Club Condominium Owners Association, Inc., and their respective title insurers, American Title Insurance Company, Inc. ("American") and Ticor Title Insurance Company, Inc. ("Ticor") for violation of, among other things, the Wisconsin Condominium Ownership Act, Chapter 703 et seq., Wis. Stats. and the Marketing, Warehouses, Food Practices Act, Chapter 100 et seq., Wis. Stats. fraud, deception, concealment, misrepresentation, self-dealing and breach of contract in connection with the development, sales and marketing of the Dells Club condominiums ("Dells Club"). Jay D. Bergman and his related corporations, J.D. Bergman Corporation and the Dells Club Realty Corporation, are the defendants. The defendants answered on August 22, 1986 denying that defendants have any liability to plaintiffs. The defendants also counterclaimed against the plaintiffs and

alleged, among other things, that during the operation and management of the Dells Club, defendants provided management, equipment, office and other space, as well as other services to the Dells Club Condominium Owners Association, Inc., and that reasonable compensation for the services provided by defendants is owing to defendants. The plaintiffs contest the defendants' counterclaim. The complaint was amended on September 30, 1987 to include numerous additional Ticor and American insureds as named plaintiffs. The Dells Club Condominium Owners Association, Inc. has also been added as a plaintiff.

None of the issues raised by the conflicting claims of the parties has been resolved by the Court and the Court has expressed no opinion concerning them.

THE SETTLEMENT PROPOSAL

The defendants and the named plaintiffs have reached an agreement for settlement of this lawsuit. A copy of the Settlement Agreement is attached. The defendants do not admit any wrongdoing or liability on their part. The plaintiffs do not admit the liability alleged by the defendants' counterclaim. The proposed settlement described below should not be taken as an indication that liability or damages have been or would be found against the defendants or the plaintiffs. Further, the Court has

not approved the settlement and the settlement cannot take effect unless the Court determines that it should, following appropriate hearings.

SETTLEMENT PROPOSAL CONTINGENCIES

In addition to the details set forth in the Settlement Agreement, the settlement proposal is subject to the following contingencies:

1. The settlement proposal will not be implemented, and there will be no settlement hearing as described below, unless a majority (fifty percent plus one) of the unit owners elect not to be excluded from the class. In that event, the litigation will continue, with the question whether it should continue as a class action to be redetermined by the Court, unless the litigation is otherwise settled by the named plaintiffs and the defendants.

2. The settlement proposal will not be implemented (and shall be null and void and with the same consequences as set forth in subparagraph 1 above) if the Court, following the settlement hearing described below, does not approve the settlement proposal.

YOUR CHOICES

The Court will exclude you from the class if you request exclusion by completing the form "Request For Exclusion From Class Action" enclosed with this notice, signing and mailing it to the Clerk of Court at the address herein provided and having it postmarked no later than July 22, 1988. If your request for exclusion is not postmarked by July 22, 1988 you will be included in the class. Requests for exclusion should be mailed to:

Clerk of Court
Adams County Circuit Court
402 Main Street
Friendship, WI 53934

If your request for exclusion is timely received and the Court then later approves the settlement, you will not be bound by any determination made in this lawsuit and will not participate in the settlement. If you request exclusion, you will be free, as you are now, to pursue independently any legal rights which you think you may have against the defendants.

If you do not request exclusion by returning the enclosed notice by the deadline set forth above, you will be deemed a member of the class for purposes of the Court's consideration of the settlement proposal. If the Court approves the settlement proposal, you will be bound

by it and share in it in accordance with the Court's approval.

If you do not request exclusion, you may, if you desire, enter an appearance through counsel of your own choosing. The named plaintiffs are represented by James G. Allison of the law firm of Whyte & Hirschboeck S.C., 111 East Wisconsin Avenue, Suite 2100, Milwaukee, WI 53202 and W.T. Curran of the law firm of Curran, Curran & Hollenbeck, S.C., 111 Oak Street, Mauston, WI 53948. The defendants are represented by Jeffrey P. Clark and Steven P. Bogart of the law firm of Reinhart, Boerner, Van Deuren, Norris & Rieselbach, s.c., 111 East Wisconsin Avenue, Suite 1800, Milwaukee, WI 53202. If you do not request exclusion and do not enter an appearance through counsel of your own choosing, the attorneys for the named plaintiffs will represent your interests in this case.

If the percentage criteria described in the "Settlement Proposal Contingencies" is not met, or if the Court does not approve the settlement, then no choice which you make now will be binding upon you or in any way affect any legal rights which you may have.

SETTLEMENT HEARING

The Court will hold a hearing at the Adams County Courthouse, Friendship, Wisconsin on August 5, 1988, commencing at 1:30 p.m., to determine whether the

proposed settlement should be finally approved and this action dismissed on the merits and with prejudice. If you do not request exclusion from the class, then you may appear at the hearing and show cause, if any, why the settlement should not be approved as fair, reasonable and adequate, and why the final judgment should not be entered. If you do not request exclusion from the class, you may also submit your written comments concerning the settlement proposal to the Court, at the address set forth below, but such written comments must reach the Court by not later than July 22, 1988.

ADDITIONAL INFORMATION

If you do not elect to be excluded from the class and there is a future change in your address, or if the Notice reached you at a place other than the one to which it was directed, you should immediately notify the Clerk of Court, Adams County Circuit Court, 402 Main Street, Friendship, WI 53934.

The settlement documents and the pleadings and other papers filed in this action are available for inspection in the office of the Clerk of Court, Adams County Circuit Court, 402 Main Street, Friendship, WI 53934.

Dated: 6-29-88

Whyte & Hirschboeck S.C.
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James G. Allison
James G. Allison
One of the Attorneys
for Plaintiffs

Dated: 6-29-88

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111 Oak Street
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W.T. Curran
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Dated: 6-29-88

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One of the Attorneys
for Plaintiffs

1626p/06-29-88

STATE OF WISCONSIN

CIRCUIT COURT

ADAMS COUNTY

AUGUSTUS G. DOUVAS, et al.,

Plaintiffs,

vs.

REQUEST FOR
EXCLUSION FROM CLASS
ACTION

JAY D. BERGMAN, et al.,

Case No. 86-CV-81

Defendants.

To: Clerk of Court
Adams County Circuit Court
402 Main Street
Friendship, WI 53934

The undersigned respectfully requests to be excluded from the class action in the above cause in accordance with the terms of the "Notice of Pendency of Class Action and Proposed Settlement" dated June 29, 1988.

I understand that by this request I will not be entitled to share in the benefits of the settlement if it is approved by the Court and that I will not be bound by any judgment rendered in the case if it is adverse to the plaintiffs.

Dated at _____, _____, this _____
day of _____, 1988.

(signature)

(name, please print or type)

(street address)

(city, state and zip code)

[THIS FORM IS TO BE FILLED OUT AND RETURNED ONLY
IF YOU WANT TO BE EXCLUDED FROM THE CLASS.]

1622p/06-29-88

Dated: 5-29-88

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James G. Allison
James G. Allison
One of the Attorneys
for Plaintiffs

Dated: 6-29-88

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W.T. Curran
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Dated: 6-29-88

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Jeffrey P. Clark
One of the Attorneys
for Plaintiffs

1626p/06-29-88