

LONG VIEW POINT
DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS

Document Number

Title of Document

DOCUMENT # 620710

Recorded
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CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI

Fee Amount: \$43.00

ENTERED INDEXED

THIS DECLARATION, made this 21st day of
April, 2003, by Taylor Investment Corporation
of Wisconsin, a Corporation under the laws of the State of
Minnesota (hereinafter referred to as "DECLARANT").

Record this document with the Register of Deeds

Name and Return Address:

Atty. Walter G. Wefel
PO Box 639
Wisconsin Rapids, WI 54495-0639

WITNESSETH:

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

WHEREAS, DECLARANT as the owner of the real property (hereinafter "Subject
Property" being part of said Land) and the description of which is set forth on Exhibit B
attached hereto and incorporated by reference herein. Subject Property described on Exhibit
B is shown on the Plat of Survey marked as Exhibit C and incorporated by reference herein
and includes Lots One (1) through Thirty-Three (33) together with Outlot One (1) all of
which will be shown on Certified Survey Maps soon to be recorded.

WHEREAS, DECLARANT reserves the right, at DECLARANT'S option and in its
sole discretion, to subject to this Declaration the remaining "Land" not included in the real
estate described in Exhibit B. This remaining land (the "Expansion Property") including any
additional common piers and wooden stairways and the right to use additional portions of the
100 foot easement strip may be subjected to this Declaration in whole or in part, at any time
or from time to time by recording a Supplemental Declaration or Declarations to the
Declaration ("Expansion Declaration"). This Expansion Property is intended to encompass

additional residential lots, outlots, the right to use additional portions of the 100 foot easement strip, common piers and wooden stairways. In accordance with the Declaration, all owners will have common enjoyment rights in all the common piers, wooden stairways and in the 100 foot easement strip or other common property.

WHEREAS, the Subject Property also includes five common piers and four wooden stairways on the 100 foot easement strip (as shown on Exhibit D) as well as the right to use the aforesaid 100 foot easement strip. The right to use said piers, wooden stairways, the 100 foot easement strip or other common property are subject to the provisions of the Nonexclusive License Agreement to be entered into by Taylor Investment Corporation of Wisconsin and to be assigned to the Long View Point Waterfront Community Association, Ltd.

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

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

ARTICLE I

GENERAL PURPOSE

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

ARTICLE II

USE OF LAND

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

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

No mobile homes, junk cars or shacks shall be permitted on Subject Property, nor shall any structure of a temporary character be used as a dwelling. Camping is not permitted on Subject Property.

No on-site un-housed storage will be allowed for excess material and infrequently used vehicles. Storage of snowmobiles, boats, trailers, campers, golf carts and other seasonal items frequently used off of Subject Property will be allowed, provided they are not kept closer than 30 feet from any public road and 10 feet from any property line.

Outdoor toilets shall not be permitted.

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

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

ARTICLE III

TYPE OF MATERIAL : SIZE OF STRUCTURE

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

Modular (factory built) homes delivered to the site, with a minimum width of 20 feet per section, are permitted. Homes assembled on-site from factory built components are permitted.

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

All homes, cabins, or other dwellings, whether permanent, seasonal or recreational shall be at least 1,200 square feet in size. Two-story dwellings must have a minimum of 1,800 square feet of living area.

ARTICLE IV

GARBAGE AND REFUSE DISPOSAL

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

ARTICLE V

BUILDING LOCATION

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

ARTICLE VI

TIMBER REMOVAL

Cutting of Subject Property will not be allowed unless done pursuant to a timber management plan or for the purpose of clearing a building site, lawn and garden area or driveway.

All stumps that are removed shall be buried, burned or otherwise removed from Subject Property. Selective harvesting of trees for personal use as firewood will be allowed. The removal of brush and dead, dying and dangerous trees will be allowed from one 30 foot view corridor on the Subject Property. This does not apply to the 100 foot easement strip owned by Wisconsin River Power Company.

ARTICLE VII

LONG VIEW POINT

WATERFRONT COMMUNITY ASSOCIATION, LTD.

The property owners of Long View Point shall become part of a non-profit membership corporation for the purpose of maintaining, improving, policing or preserving properties in which its members shall have common rights of usage or enjoyment including said five piers, said four wooden stairways and the 100 foot easement strip as described in the Non-exclusive License Agreement with Wisconsin River Power Company.

1. That membership in said Association shall be mandatory for every person or entity who is a beneficial owner of a fee or an undivided fee interest in any part of the real estate subject to this Declaration or any Supplemental Declaration, including contract buyers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall transfer to the new owner(s) upon the conveyance of said fee interest(s).

2. That the Association shall have the rights and duties to fix and collect annual assessments against each lot as follows:

- A. The Association shall have the power to prepare and annually submit to its membership a budget of the expenditures which it proposes to make for the ensuing year. Such budget shall include the expenses of maintaining the necessary expenses of the Association including the aforesaid five piers, said four wooden stairways and a 100 foot easement strip as well as compensation, if any, to officers, fees paid for auditing the books of the Association and for necessary legal services and counsel fees to the Board of Directors thereof.
- B. Upon the adoption and approval of the annual budget by a majority of the members entitled to vote as established by the articles of incorporation and by-laws of the Association and by rules validly adopted by resolution of the Board of Directors of the Association, at a regular meeting or adjournment thereof, or upon the approval of a special assessment under par. D., the Board of Directors of the Association may levy an assessment against all of the lots, the ownership of which entitles the owner thereof to the use and enjoyment of the properties controlled by the Association.
- C. The assessment levied under this section shall be equal in amount against each lot and shall be levied at the same time each year upon all lots. The Association shall at its first Annual Meeting set the assessment for the following year to cover the first year's estimated expenses.
- D. The Board of Directors of the Association may call a special meeting upon at least five (5) days written notice for the purpose of making special assessment. The nature of the proposed special assessment shall be included in the notice. A majority of members entitled to vote shall constitute a quorum for a special meeting, and a majority of members entitled to vote who are present at the special meeting shall determine a question.
- E. The Board of Directors of the Association shall declare the assessments levied under sub B., due and payable at any time after 30 days from the date of the levy. The Association's Secretary or other officer shall notify the owner of every lot so assessed of the action taken by the Board, the amount of the assessment of each lot owned by such owner and the date on which the assessment becomes due and payable. The secretary shall mail the notice by U.S. mail, postage prepaid, to the owner at the owner's last-known post-office address.

- F. In the event that an assessment levied under sub. B. against any lot remains unpaid for a period of sixty (60) days from the date of the levy, the Board of Directors of the Association may, in its discretion, file a claim for a maintenance lien against the lot. All of the following apply to a claim for lien under this subsection:
- i. The claim may be filed at any time within six (6) months from the date of the levy.
 - ii. The claim shall be filed in the office of the clerk of circuit court of the county in which the lands affected by the levy lie.
 - iii. The claim shall contain a reference to the resolution authorizing the levy and the date of the resolution, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the property affected by the levy and a statement of the amount claimed.
 - iv. The claim shall be signed by the claimant or the claimant's attorney, need not be verified, and may be amended, in case an action is brought, by court order, as pleadings may be.
 - v. The clerk of circuit court shall enter each claim for a maintenance lien in the judgment and lien docket immediately after the claim is filed in the same manner that other liens are entered. The date of levy of assessment will appear on the judgment and lien docket instead of the last date of performance of labor or furnishing materials.
 - vi. When the Association has so filed its claim for lien upon a lot it may foreclose the same by action in the circuit court having jurisdiction thereof, and ss. 779.09, 779.10, 779.11, 779.12 and 779.13 shall apply to proceedings undertaken for the enforcement and collection of maintenance liens as described in this subsection.

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

A. The Right to Use Shoreline Property.

1. As of the date of execution of this Agreement, the Shoreline Property is owned by Wisconsin River Power Company ("WRPCO") and lies within the boundary of a hydroelectric project known as Federal Energy Regulatory Commission ("FERC") Project 1984. The land is subject to regulation by FERC in accordance with the terms and conditions of a license issued by FERC.
2. The Association will obtain from WRPCO a non-exclusive license agreement that grants the Association and its members and invitees the right to construct certain boat docks on the 100 foot easement strip and to use the Shoreline Property for recreational activities, such as walking, swimming, boating, bank fishing, and other pedestrian activities. FERC requires that the Shoreline Property also be open to the public for pedestrian ingress and egress. The Association has the right to construct two piers for up to eight (8) boats on each pier and three piers for up to six (6) boats on each pier, and four (4) wooden stairways on the 100 foot easement strip, and its members have the exclusive right to use the piers and wooden stairways. WRPCO will install signs at each pier designating them as "Permitted Piers," and "Private Property for the exclusive use of Association Members." These rights shall be subject to the terms and conditions of said License Agreement.

B. Docks, Stairways, Watercraft and Storage.

1. Maintenance / Construction. All common piers and wooden stairways shall be owned and maintained by the Association. The actual frontage area for each pier must be leased annually from WRPCO. Taylor Investment Corporation will execute the 2003/2004 Non-exclusive License Agreement. Taylor will assign said Agreement to the Association which will be responsible for the Agreement and the payment of all annual fees.

2. Placement. Placement of the five (5) piers shall be opposite the property line between Lots Two (2) and Three (3), Lots Seven (7) and Eight (8), Lots Eleven (11) and Twelve (12), Fifteen (15) and Sixteen (16) and Lots Nineteen (19) and Twenty (20). The four (4) wooden stairways shall be placed on the 100 foot easement strip at the waters edge opposite the property line between Lots Two (2) and Three (3), Lots Seven (7) and Eight (8), Lots Fifteen (15) and Sixteen (16) and Lots Twenty-Two (22) and Twenty-Three (23).
3. Off-Season Storage. Pier components and boat lifts may be stored on the 100 foot easement strip during the off-season months at a location approved by WRPCO.
4. Lighting Fixtures. One dusk-to-dawn light fixture may be installed at each convenience pier. Dusk-to-dawn fixtures shall be standard dusk-to-dawn outdoor lights, mounted on wooden poles with natural finishes, and extending not more than 15 feet above ground level. All wiring leading to permitted light fixtures shall be buried, in accordance with applicable electrical codes and regulations.

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

A. Property Insurance.

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

1. Loss or damage by fire and other perils normally covered by the standard coverage endorsement; and

2. Such other risks as shall customarily be covered with respect to projects similar in construction, location, and use, including all perils normally covered by the standard risk endorsement, where such is available.

B. Public Liability Insurance.

A comprehensive policy of public liability insurance covering the piers, wooden stairways and any other improvements owned by the Association, and its use of said 100 foot easement strip, insuring the Association in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) covering bodily injury, including death of one person, arising out of a single occurrence and Two Million and no/100 Dollars (\$2,000,000.00) for death or injury to more than one person arising out of a single occurrence and One Hundred Thousand and no/100 Dollars (\$100,000.00) for property damage. (Such coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the 100 foot easement strip along the water, the piers and wooden stairways, legal liability arising out of lawsuits related to employment contracts of the Association, and protection against liability for non-owned and hired automobiles). Such coverage may also include, if applicable, contractual liability and workmen's compensation insurance for persons hired by the Association for work such as dock installation, maintenance and removal. Such coverage limits may be increased from time to time by the Association.

C. Other Risks.

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

D. General Provisions of Insurance Policies.

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

E. Deductibles.

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

ARTICLE VIII

TERM AND RIGHT TO ABATE VIOLATIONS

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

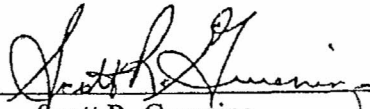
If any lot owner or persons in possession of any said lots shall violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any other person or persons owning any real estate situated in the Subject Property to prosecute any proceedings at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

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

No provisions contained herein shall be construed to restrict DECLARANTS or their assigns' right to construct roads or subdivide, by plat or otherwise, the real property described herein.

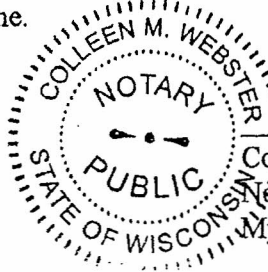
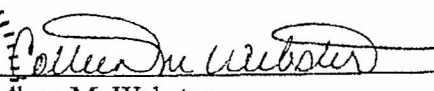
IN WITNESS WHEREOF, Taylor Investment Corporation of Wisconsin, a Minnesota Corporation, do hereby cause this instrument to be executed in its name on the day and year first written above.

**TAYLOR INVESTMENT CORPORATION
OF WISCONSIN**

By: 
Scott R. Gruening
Assistant Vice President

STATE OF WISCONSIN)
)ss
PORTAGE COUNTY)

Personally came before me this 21st day of April, 2003, the above-named Scott R. Gruening, the Assistant Vice President of Taylor Investment Corporation of Wisconsin, to me known to be the person who executed the foregoing instrument and acknowledge the same.



Colleen M. Webster
Notary Public, Portage County, Wisconsin
My commission expires: Feb. 29, 2004

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

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EXHIBIT A
TO
LONG VIEW POINT
DECLARATION

ALL OUT OF WATER PROPERTY:

Located in the S 1/2 of the SE 1/4 and the SE 1/4 of the SW 1/4 of Section 25, excepting therefrom Lot 1 of Juneau County Certified Survey Map No. 2356 (recorded in Volume 9 of Survey Maps at Page 108); Government Lot 2 and Government Lot 3 of Section 36, all located in Township 20 North, Range 4 East. Also the W 1/2 of the NE 1/4, the W 1/2 of the SE 1/4 and the South 60 acres of the Southwest Fractional Quarter, all in Section 30, Township 20 North, Range 5 East, excepting therefrom Lot 1 of Juneau County Certified Survey Map No. 2851 (recorded in Volume 11 of Survey Maps at Page 140). All parcels located in the Town of Armenia, Juneau County, Wisconsin. Excepting from the above parcels a strip of land running parallel to the shoreline and extending inland a minimum of 100 feet from the ordinary high water mark, also excepting highways.

Tax Key Numbers: Part of 29002TAR1212
 Part of 29002TAR1516
 Part of 29002TAR1793

EXHIBIT B
TO
LONG VIEW POINT
DECLARATION

Located in the Southeast Quarter of the Southwest Quarter, the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 25, and Government Lots 2 and 3 of Section 36, Township 20 North, Range 4 East, Town of Armenia, Juneau County, Wisconsin, bounded and described as follows;

Commencing at the South Quarter corner of said Section 25, thence N 89°36'31" W along the South line of the Southwest Quarter of said Section 25 a distance of 1319.52 feet to the Southeast corner of Juneau County Certified Survey Map No. 273,* thence N 00°57'55" W along the East line of said Juneau County Certified Survey Map No. 273* a distance of 89.09 feet to the POINT OF BEGINNING, thence continuing N 00°57'55" W along said East line a distance of 1237.19 feet to the Northeast corner of said Juneau County Certified Survey Map No. 273,* thence N 89°28'36" E a distance of 1319.88 feet, thence N 88°27'50" E a distance of 2642.22 feet to the East line of the Southeast Quarter of said Section 25, thence S 00°53'15" E along said East line a distance of 23.30 feet to the Northeast corner of Lot 1 of Juneau County Certified Survey Map No. 2356,* thence S 88°39'45" W along the North line of said Lot 1 a distance of 200.01 feet to the Northwest corner thereof, thence S 00°53'15" E along the West line of said Lot 1 a distance of 679.71 feet, thence N 87°04'32" W a distance of 191.41 feet, thence S 86°25'39" W a distance of 150.16 feet, thence S 78°28'07" W a distance of 305.18 feet, thence S 67°09'58" W a distance of 323.26 feet, thence S 60°41'12" W a distance of 340.88 feet, thence S 46°28'03" W a distance of 407.34 feet, thence S 42°31'51" W a distance of 217.93 feet, thence S 64°26'39" W a distance of 164.96 feet, thence N 89°43'27" W a distance of 180.04 feet, thence N 83°33'33" W a distance of 181.51 feet, thence N 79°15'13" W a distance of 459.57 feet, thence N 79°01'11" W a distance of 766.60 feet, thence N 84°53'51" W a distance of 150.85 feet, thence S 86°20'42" W a distance of 210.24 feet to the East line of Juneau County Certified Survey Map No. 273* and the POINT OF BEGINNING.

Containing 4,378,963 square feet or 100.53 acres more or less

Subject to easements, covenants, restrictions and right-of-ways of record.

* = RECORDED IN VOLUME 2 OF SURVEY MAPS @ PAGE 26

** = RECORDED IN VOLUME 9 OF SURVEY MAPS @ PAGE 108

First Supplemental Declaration to
Declaration of Covenants
Conditions and Restrictions for
Long View Point

Document Number

DOCUMENT # 623107

Recorded
JULY 11, 2003 AT 08:00AM
CHRISTIE BENDER
REGISTER OF DEEDS
JUNEAU CO., WI
Fee Amount: \$19.00

WHEREAS, Taylor Investment Corporation of Wisconsin, as Declarant (the "Declarant"), executed a Declaration of Covenants, Conditions and Restrictions for Long View Point, dated April 21, 2003, (the "Declaration"), subjecting certain property located in the Town of Armenia, Juneau County, Wisconsin, more particularly described in Exhibit B and shown on the Plat of Survey marked as Exhibit C, attached thereto (the "Subject Property"), to the Declaration and caused the Declaration to be recorded on April 25, 2003 at 1:30 p.m. in the Office of the Register of Deeds for Juneau County, Wisconsin, as Document No. 620710;

WHEREAS, the Declaration provides that Declarant reserve the right to subject, in whole or in part, the land declared to be "Expansion Property" to the Covenants, Conditions and Restrictions of said Declaration;

WHEREAS, Declarant desires to add a portion of the Expansion Property as more particularly described and depicted on Exhibit I and depicted on the Plat of Survey marked Exhibit II and including the additional portion of the 100 foot easement strip, 5 common piers, and 4 wooden stairways shown on Exhibit III all of which are attached hereto to the Subject Property, reserving the right to further supplement and amend the Declaration from time to time to add the balance of the Expansion Property or any part thereof in accordance with the terms of the Declaration;

NOW THEREFORE, pursuant to the Declaration, Declarant hereby supplements and amends the Declaration as follows:

The term "Long View Point" as used in the Declaration is hereby deemed to refer to the Subject Property which includes the property described in Exhibit B attached to the Declaration and the property described in Exhibit I attached hereto. Exhibit III also includes 5 common piers and 4 wooden stairways on the 100 foot easement strip as well as the right to use the aforesaid 100 foot easement strip. The right to use said piers, wooden stairways, the 100 foot easement strip or other common property are subject to the provisions of Nonexclusive License agreement to be entered into by Taylor Investment Corporation of Wisconsin, and Wisconsin River Power Company, which will be assigned to the Long View Point Waterfront Community

INDEXED

ENTERED

Recording Area

Name and Return Address
Attorney Walter G. Wefel
Brazeau, Wefel, Kryshak & Nettesheim
PO Box 639
Wisconsin Rapids, WI 54495-0639

Parcel Identification Number (PIN)

Association, Ltd. Said "Long View Point" property is subject to the Declaration for all purposes. The term "Expansion Property", as defined in the Declaration as hereby amended, is hereby deemed to exclude the Subject Property as defined herein.

The owners of the properties shown on Exhibit I shall become part of the Long View Point Waterfront Community Association, Ltd. subject to and with the provisions of, and with the rights and duties set forth in Article VII of the Declaration.

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

26th IN WITNESS WHEREOF, this First Supplemental Declaration is dated and executed this day of June, 2003, by Declarant.

**TAYLOR INVESTMENT CORPORATION
OF WISCONSIN**

By: Scott R. Gruening
Scott R. Gruening
Assistant Vice President

STATE OF WISCONSIN)
)SS.
PORTAGE COUNTY)

Personally came before me this 26th day of June, 2003, the above named Scott R. Gruening, the Assistant Vice President of Taylor Investment Corporation of Wisconsin, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Colleen M. Webster
Colleen M. Webster
Notary Public, Portage County, Wisconsin
My Commission expires: 2/29/2004



This instrument drafted by:
Attorney Walter G. Wefel
BRAZEAU, WEFEL, KRYSHAK & NETTESHEIM
Attorneys at Law
P.O. Box 639
Wisconsin Rapids, WI 54495
(714) 423-1400
WGW:hapLVP1stSupDec

3

EXHIBIT I

LONG VIEW POINT - PHASE II

Located in the North Half of the Fractional Southwest Quarter, the South Half of the Fractional Southwest Quarter, the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 30, Township 20 North, Range 5 East, Town of Armenia, Juneau County, Wisconsin, bounded and described as follows;

Commencing at the West Quarter corner of said Section 30, thence S 00° 53' 15" E along the West line of the Southwest Quarter of said Section 30 a distance of 1283.02 feet to the Southwest corner of Juneau County Certified Survey Map No. 792 and the POINT OF BEGINNING, thence N 88° 26' 28" E along the South line of said Juneau County Certified Survey Map No. 792 a distance of 1918.68 feet to the Southeast corner thereof, thence N 02° 45' 57" W along the East line of said Juneau County Certified Survey Map No. 792 a distance of 777.93 feet, thence N 57° 06' 40" E a distance of 66.15 feet, thence N 88° 22' 56" E a distance of 713.63 feet, thence S 39° 39' 51" E a distance of 380.94 feet, thence S 26° 02' 40" E a distance of 164.75 feet, thence S 03° 15' 47" E a distance of 150.06 feet, thence S 18° 05' 36" W a distance of 318.68 feet, thence S 12° 01' 00" W a distance of 154.35 feet, thence S 02° 27' 14" W a distance of 300.76 feet, thence S 05° 48' 08" E a distance of 200.53 feet, thence S 06° 56' 22" E a distance of 182.57 feet, thence S 22° 41' 59" W a distance of 201.02 feet, thence S 17° 05' 28" W a distance of 202.87 feet, thence N 79° 39' 12" W a distance of 260.26 feet, thence N 80° 33' 36" W a distance of 630.21 feet, thence N 87° 48' 46" W a distance of 150.22 feet, thence S 82° 20' 58" W a distance of 151.05 feet, thence S 73° 07' 56" W a distance of 312.06 feet, thence N 80° 46' 43" W a distance of 304.72 feet, thence N 64° 04' 02" W a distance of 336.16 feet, thence N 70° 14' 33" W a distance of 320.58 feet, thence N 75° 54' 34" W a distance of 155.30 feet to the Southeast corner of Lot 1 of Juneau County Certified Survey Map No. 2851, thence N 00° 53' 15" W along the East line of said Lot 1 a distance of 783.14 feet to the Northeast corner of said Lot 1, thence S 88° 26' 28" W along the North line of said Lot 1 a distance of 190.00 feet to the Northwest corner of said Lot 1 and the West line of the Southwest Quarter of said Section 30, thence N 00° 53' 15" W along said West line a distance of 55.18 feet to the Southwest corner of said Juneau County Certified Survey Map No. 792 and the POINT OF BEGINNING.

Containing 3,778,680 square feet or 86.75 acres more or less

Subject to easements, covenants, restrictions and right-of-ways of record.



Document Number

SECOND SUPPLEMENTAL DECLARATION
TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR LONG VIEW POINT

WHEREAS, Taylor Investment Corporation of Wisconsin, as Declarant (the "Declarant"), executed a Declaration of Covenants, Conditions and Restrictions for Long View Point, dated April 21, 2003, (the "Declaration"), subjecting certain property located in the Town of Armenia, Juneau County, Wisconsin, more particularly described in Exhibit B and shown on the Plat of Survey marked as Exhibit C, attached thereto (the "Subject Property"), to the Declaration and caused the Declaration to be recorded on April 25, 2003 at 1:30 p.m. in the Office of the Register of Deeds for Juneau County, Wisconsin, as Document No. 620710;

WHEREAS, the Declaration provides that Declarant reserve the right to subject, in whole or in part, the land declared to be "Expansion Property" to the Covenants, Conditions and Restrictions of said Declaration;

WHEREAS, on June 26, 2003, the Declarant executed a First Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Long View Point which was recorded in the office of the Register of Deeds for Juneau County on July 11, 2003 at 8:00 a.m. as Document No. 623107.

WHEREAS, Declarant desires to add to the Subject Property a portion of the Expansion Property as more particularly described in Exhibit I and depicted on the Plat of Survey marked Exhibit II and including the 2 common piers and the right to use the additional portion of the 100 foot easement strip shown on Exhibit III all of which are attached hereto. Declarant reserves the right to further supplement and amend the Declaration from time to time to add the balance of the Expansion Property or any part thereof in accordance with the terms of the Declaration;

NOW THEREFORE, pursuant to the Declaration, Declarant hereby supplements and amends the Declaration as follows:

The term "Long View Point" as used in the Declaration is hereby deemed to refer to the Subject Property which includes the property described in Exhibit B attached to the Declaration and the property described in Exhibit I attached to the First Supplemental Declaration described above as well as the property described in Exhibit I attached to this Second Supplemental Declaration and as depicted on the attached Plat of Survey marked Exhibit II. Exhibit III attached hereto also includes 2 common piers on the 100 foot easement strip as well as the right to use the aforesaid 100 foot easement strip all of which will be included as Subject Property. The right to use said

Recording Area

Name and Return Address
Attorney Walter G. Wefel
Brazeau, Wefel, Kryshak & Nettesheim
PO Box 639
Wisconsin Rapids, WI 54495-0639

Parcel Identification Number (PIN)

piers and the 100 foot easement strip or other common property are subject to the provisions of the Nonexclusive License agreement to be entered into by Taylor Investment Corporation of Wisconsin, and Wisconsin River Power Company, which will be assigned to the Long View Point Waterfront Community Association, Ltd. Said "Long View Point" property is subject to the Declaration for all purposes. The term "Expansion Property", as defined in the Declaration as hereby amended, is hereby deemed to exclude the Subject Property as defined herein.

The owners of the properties shown on Exhibit I attached hereto shall become part of the Long View Point Waterfront Community Association, Ltd. subject to and with the provisions of, and with the rights and duties set forth in Article VII of the Declaration.

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

IN WITNESS WHEREOF, this Second Supplemental Declaration is dated and executed this _____ day of October, 2003, by Declarant.

**TAYLOR INVESTMENT CORPORATION
OF WISCONSIN**

By: _____
Scott R. Gruening
Assistant Vice President

STATE OF WISCONSIN)
)SS.
PORTAGE COUNTY)

Personally came before me this _____ day of October, 2003, the above named Scott R. Gruening, the Assistant Vice President of Taylor Investment Corporation of Wisconsin, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Colleen M. Webster
Notary Public, Portage County, Wisconsin
My Commission expires: _____

This instrument drafted by:
Attorney Walter G. Wefel
BRAZEAU, WEFEL, KRYSHAK & NETTESHEIM
Attorneys at Law
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Wisconsin Rapids, WI 54495
(714) 423-1400