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GRANT COUNTY, WI
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DECLARATION

AUG 14 2006

OF

MISSISSIPPI MOUNTAIN, A CONDOMINIUM

at 12:10P.m. and recorded in
Vol. 1109 of Records Page 961
Michelle Ploner Register

THIS DECLARATION OF CONDOMINIUM (this "Declaration") is made as of this 11 day of August, 2006, by FUTURE FARM, LLC, a Wisconsin limited liability company, as owner of the property described herein, (the "Declarant").

ARTICLE I. INTENT

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "Property"), and further declares that it is the intent of the Declarant that the Property is subjected to this Declaration and to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II. NAME; DESCRIPTION OF PROPERTY

2.01. Name and Address. The name of the Condominium created by this Declaration (the "Condominium") is MISSISSIPPI MOUNTAIN, A CONDOMINIUM, and the address of the Condominium is: 9656 Mississippi Lane, Bagley, Wisconsin, 53801.

2.02. Legal Description. The real estate comprising the Property (the "Land"), and subject to this Declaration is located in the Town of Bloomington, County of Grant, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

ARTICLE III. UNITS

3.01 Definition. "Unit" shall mean a part of the Condominium intended for independent use of the Unit Owner.

3.02 Identification of Units. The Condominium shall initially consist of 76 units (individually a "Unit" and collectively the "Units"), each Unit being a separate cubicle of air as further described below and as identified on the condominium plat attached hereto as Exhibit B and made a part hereof (the "Condominium Plat"). The Condominium Plat shows the perimetrical boundaries for each Unit showing the layout, dimensions, and approximate size of each Unit. The Units shall be identified as Units 1 through 76, inclusive, as numbered on the Condominium Plat. Each owner of a Unit is referred to as a "Unit Owner." Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.03. Description of Units. A cubicle of air whose perimetrical boundaries shall be as set forth for such unit on the Condominium Plat, whose lower boundary is an imaginary horizontal plane located parallel to and 50 feet below the surface of the ground, extended to the perimetrical boundaries; and whose upper boundary is an imaginary horizontal plane located parallel to and 50 feet above the surface of the ground, extended to the perimetrical boundaries.

3.04. Improvements to Units. The Unit Owner has the right to construct a building and improvements within the Unit Owner's Unit, subject to the building restrictions described in Section 8.03

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and the other provisions of this Declaration. Any buildings and/or improvements constructed within a Unit shall be the exclusive property of the Unit Owner, including, but not limited to:

- (a) Windows and doors (with all opening, closing, and locking mechanisms and all hardware) which provide direct access to or within the building;
- (b) Interior lights and light fixtures;
- (c) Cabinets;
- (d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them;
- (e) Telephone, fax, cable television, computer, Internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them;
- (f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices;
- (g) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each building, condensers and all connections thereto serving each building;
- (h) Any decks, balconies, porches, or other improvements contiguous to the building, or within the Unit; and
- (i) Any portion of a well or septic system serving only that Unit.

Specifically not included as part of the exclusive property of the Unit Owner are any portions of the plumbing, electrical, mechanical, well or septic systems serving more than one (1) Unit or another Unit, even if said portions are located within the Unit. Any public or private utility lines, and any portion of the plumbing, electrical, mechanical, well or septic system running through a Unit that serves more than one (1) Unit is Limited Common Element reserved for the exclusive use of the Unit Owners of all the Units served. Any portion of the foregoing, exclusively serving one Unit, shall be the exclusive property of the Unit served, irrespective of whether said portion is located within another Unit or the Limited Common Element appurtenant to any Unit.

ARTICLE IV. COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01. Common Elements. The "Common Elements" shall mean all of the Condominium except the Units and the exclusive property of Unit Owners, including, but not limited to, the Land, any portion of the improvements to the Land which are not included in the definitions of Unit or the exclusive property of Unit Owners, and all tangible personal property used in the operation, maintenance and management of the Condominium.

4.02. Use. Except as otherwise prohibited herein, and subject to the Bylaws of the Association and subject to any rules and regulations adopted by the Association, the Common Elements shall be available for the use and enjoyment of or service to owners of all Units.

4.03. Limited Common Elements. Certain Common Elements, as identified in this Declaration and/or the Condominium Plat, shall be reserved for the exclusive use of one or more but less than all of the Unit Owners. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

- (a) All mailboxes and access ways attached to, leading directly to or from, or adjacent to each Unit;
- (b) Any public or private utility lines, and any portion of plumbing, electrical, mechanical, well or septic systems serving more than one (1) Unit; and
- (c) The areas identified on the Condominium Plat as designated as Limited Common Element and reserved for any Unit or Units.

4.04. Use. Except as otherwise provided herein, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner or Unit Owners who have the exclusive use of such Limited Common Element.

ARTICLE V. PERCENTAGE INTERESTS; VOTING

5.01. Percentage Interests. The undivided percentage interest in the Common Elements appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. If the number of Units changes due to expansion of the Condominium under Article VI, the percentage interest shall be recalculated. Initially, each Unit's percentage shall be 1.3518%.

5.02. Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, lease, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03. Voting. Each Unit shall have one vote at meetings of the Association (as defined in Article VII).

5.04. Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

5.05. Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The Bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI. RIGHT TO EXPAND

6.01. Reservation of Right. Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described on Exhibit C attached hereto and made a part hereof. Such right to expand may be exercised from time to time within ten (10) years from the date of recording

of this Declaration within the Office of the Grant County Register of Deeds. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require the same. Each Owner, by accepting a deed to a Unit, acknowledges that the expansion area or parts thereof may be developed for uses other than as part of the Condominium.

6.02. Number, Location, and Style of Units. The maximum number of Units in the Condominium as expanded shall be 300. Declarant currently anticipates that any expansion Units shall be positioned approximately similar to the initial Units shown on the Condominium Plat, but Declarant reserves the right to change the structure and positioning if required to achieve the best development in the opinion of Declarant. The expansion Units shall consist of Units of the general size as the initial Units shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements. The additional improvements shall be compatible with and shall be of the same or similar quality of construction and materials as the existing improvements. All Units constructed within the expansion area shall be for residential use.

6.03. Effect on Percentage Interest in Common Elements. Upon any expansion as described in this Article VI, the percentage interest in the Common Elements appurtenant to each Unit and calculated under Section 5.01 shall change to be a percentage equal to one divided by the total number of Units within the Condominium as so expanded.

6.04. Effective Date of Expansion. The Condominium shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded in the Office of the Grant County Register of Deeds, which amendment shows the new percentage interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded, and when an amendment to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes. Declarant reserves the right to amend this Declaration, its Exhibits, and the Condominium Plat, without any other consent or approval, for the purpose of effecting an expansion of the Condominium.

6.05. Effect of Expansion. Upon the recording of an amendment to the Declaration and Condominium Plat, each Unit Owner, by operation of law, shall have the percentage interests in the Common Elements, liabilities in the Common Expenses, rights to Common Surpluses (as defined below), and shall have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee shall attach, by operation of law, to the new percentage interests in the Common Elements appurtenant to the Unit on which it has a lien. Declarant shall have an easement over, through, and under the existing Common Elements to facilitate the expansion; provided, however, any damage to the Common Elements because of Declarant's use of the easement shall be Declarant's responsibility.

ARTICLE VII. CONDOMINIUM ASSOCIATION

7.01. General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "Mississippi Mountain Condominium Association" (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock

Corporation Law"). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise stated in such amendment or modification.

7.02. Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) three (3) years from such date; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers; or (c) thirty (30) days after the Declarant's election to waive its right of control.

7.03. Board of Directors. The affairs of the Association shall be governed by a board of directors. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least one director to serve on the Board of Directors. The Declarant shall elect any remaining directors. For purposes of calculating the percentages set forth in Section 7.02 and this Section 7.03, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the initial number of Units identified under Section 3.02.

7.04. Maintenance and Repairs.

(a) **Common Elements.** The Association shall be responsible for the management and control of the Common Elements, excluding any Limited Common Elements, and shall maintain the same in good, clean, and attractive order and repair. Common Element maintenance shall include, but is not limited to, road and trail system repair and seasonal maintenance or improvements.

(b) **Limited Common Elements.** The Limited Common Elements shall be maintained and repaired by the individual Unit Owner(s) who have the exclusive use of said Limited Common Elements.

(c) **Units and Exclusive Property.** Each Unit Owner shall be responsible for the maintenance of his or her Unit and exclusive property, including all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such exclusive property, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), except to the extent any repair cost is paid by the Association's insurance policy described in Section 9.01. Additionally, each Unit Owner shall be responsible for the maintenance of his or her

exclusive property located within another Unit as described in Section 3.04, and said Unit Owner shall have the right to gain access to the other Unit Owner's Unit or Limited Common Element, exclusive of buildings contained therein, pursuant to the provisions of Section 15.02, in order to maintain and repair said exclusive property. Each Unit and all exclusive property shall at all times be kept in good condition and repair.

(d) Enforcement by Association. If any Limited Common Element, Unit, portion of a Unit, or the exclusive property of a Unit Owner falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to another Unit, exclusive property of another Unit Owner, or the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Limited Common Element, Unit, and/or exclusive property to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit, Limited Common Element, or building for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

(e) Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Element, Unit, or the exclusive property of a Unit Owner is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element, Unit, or the exclusive property of a Unit Owner is required as a result of an alteration within a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Element, Unit, or the exclusive property of a Unit Owner following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

7.05. Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and other areas described in Section 7.04, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

7.06. General Assessments. The Association shall levy annual general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their percentage interests in the Common Elements under Section 5.01, supra. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed

within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. Payment of any general and/or reserve fund assessments, except general assessments for insurance premiums, against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) the expiration of Declarant Control. During the period of Declarant control the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses.

7.07. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

7.08. Common Surpluses. If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective percentage interests in the Common Elements or may be used for any other purpose as the Association may determine.

7.09. Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

7.10. Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and housekeeping services. Certain of such services may be available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

ARTICLE VIII. ALTERATIONS AND USE RESTRICTIONS

8.01. Unit Alterations. A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association.

which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

8.02. Use and Restrictions on Use of Unit. Each Unit shall be used for recreational, residential, and/or rental purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

- (a) Maintaining his or her personal professional library within his or her Unit;
- (b) Keeping his or her personal business or professional records or accounts within his or her Unit;
- (c) Handling his or her personal or business records or accounts within his or her Unit; or
- (d) Handling his or her personal business or professional telephone calls or correspondence from a building within his or her Unit.

Nothing in this Section 8.02 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

8.03. Restrictions on Buildings and Improvements. The construction of buildings and other improvements within Units shall be limited by the following architectural and other restrictions:

- (a) All structures erected shall be of new materials and new construction and shall be completed within one (1) year after commencement of construction;
- (b) Building exterior must be of brick, stone, metal, wood, or maintenance free siding (i.e., steel, vinyl, or aluminum) and such exterior must be suitably finished;
- (c) All homes, cabins, or other dwellings shall have at least 1,200 square feet of living area, exclusive of porches, garages, decks, patios, and/or a basement; two-story dwellings having a minimum of 1,800 square feet of living area, exclusive of the same;
- (d) All roofs of homes, dwellings and garages constructed within the Units shall have a minimum 6-12 pitch and must meet State of Wisconsin Uniform Dwelling Code requirements;
- (e) Accessory buildings, including but not limited to garages and storage facilities, shall not be constructed prior to the primary residence and exteriors shall be finished with the same colors and materials as the primary residence;

- (f) 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;"
- (g) Due to endangered species and their habitat known to exist on site, no construction, grading or soil disturbance is allowed for the following areas: Units One (1) through Nineteen (19) along the bluff facing the Mississippi River within fifteen (15) feet of grades exceeding twenty-five percent (25%); the Association will allow the DNR on site to inspect sensitive resources contained in the Common Element within the designated area; to minimize impact on environmentally sensitive areas, Rain Gardens on Units One (1) through Sixteen (16) shall be located east of the building site and either north, south, or east of the building site on Units 17, 18, and 19 - refer to Section 8.04 for Rain Garden requirements;
- (h) DNR best management practices are required to control runoff during home construction;
- (i) Due to existing Remnant Hill Prairie located on Unit Three (3), there shall be no mowing or ground disturbing activities allowed on said Hill Prairie -- contact local DNR representative to determine best management procedures to protect this feature; and
- (j) The construction of buildings on Units Thirty-three (33), Thirty-four (34), and Thirty-five (35) are restricted to single story dwellings.

8.04. Rain Garden Requirement. Rain gardens shall be required with the construction of each new home for long term control of stormwater runoff. Construction, maintenance and effectiveness of rain gardens are the responsibility of each Unit Owner as buildings are erected. Notwithstanding anything contained in this Declaration to the contrary, all components of the stormwater system shall be inspected by the Association at least semiannually in early spring and early autumn. Repairs shall be made by the Unit Owner when stormwater structure is compromised. Guidelines for construction and placement of rain gardens, unless otherwise specified, can be found at: www.dnr.wi.gov/org/water/wrm/nps/rg/index.

8.05. Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire hazard or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.06. Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that:

- (a) The provisions governing lease or rental agreements for residential units in Wis. Stat. 703.315 are complied with, if applicable;
- (b) Copies of the Condominium Documents, including the Declaration, Bylaws, and Rules and Regulations, are placed in the Unit; and
- (c) The rental agreement form has been approved by the Association prior to the Unit Owner entering into the rental agreement.

8.07. Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

8.08. Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers.

8.09. Pets. Pets are permitted in accordance with the current applicable Rules and Regulations.

8.10. Landscaping. Landscaping by Unit Owners shall be subject to the following conditions:

(a) The planting of any decorative plants, vegetables, and shrubbery outside of a Unit Owner's Unit requires the prior written consent of the Association;

(b) Yard treatments for lawn maintenance are restricted to Phosphorous Free fertilizers;

(c) To encourage growth of naturally occurring Oak Savannahs, tree removal of non-oak species is allowed to promote oak regeneration; and

(d) Within Unit Three (3), there shall be no mowing or ground disturbing activities allowed on the existing Remnant Hill Prairie -- contact local DNR representative to determine best management procedures to protect this feature.

ARTICLE IX. INSURANCE

9.01. Fire and Extended Loss Insurance. The board of directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements and for the Association's service equipment, supplies and personal property. Insurance coverage for the Common Elements shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests in the Common Elements. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be allocated among the Units so that the Unit Owners are responsible for the percentage of the premium in an amount equal to their Unit's percentage interest under Section 5.01, supra. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

9.02. Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements, according to Section 5.01. Such insurance policy shall

contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be allocated among the Unit Owners according to their percentage interests in Section 5.01, supra. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

9.03. Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be allocated among the Unit Owners according to their percentage interests in Section 5.01, supra.

9.04. Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

9.05. Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE X. RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

10.01. Determination to Reconstruct or Repair. In the event of damage or destruction to all or part of the Common Elements, the Association shall promptly undertake its repair or reconstruction to its former condition or one compatible with the remainder of the condominium, unless both Unit Owners and their underlying first mortgagees agree in writing that such repair or reconstruction should not take place. The cost of such repair or reconstruction which exceeds available insurance proceeds shall be considered a Common Expense. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction. Partition shall only occur by the affirmative vote of all Unit Owners and by the affirmative vote of all of the mortgagees. In case of partition, the net proceeds of sale, together with the net proceeds of insurance, shall be considered as one fund and shall be divided among all Unit Owners pursuant to the percentage interests provided in Section 5.01, supra.

10.02. Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, and shall be consistent with design and decoration prior to damage or destruction, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Elements. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.03. Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04. Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 10.06.

10.05. Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

10.06. Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements as provided in Section 5.01, supra.

10.07. Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such improvement to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

ARTICLE XI. CONDEMNATION

11.01. Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

- (a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit, any improvements located therein, or any Limited Common Element appurtenant to the Unit Owner's Unit and for consequential damages to such Limited Common Element, the Unit or improvements located therein.

(b) If no reconstruction is undertaken, any award for the taking of Common Elements, other than Limited Common Element, shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements under Section 5.01, supra.

11.02. Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed to the extent possible.

11.03. Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the taken Common Elements unless seventy-five percent (75%) of the Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

11.04. Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

11.05. Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective percentage interest in the Common Elements and shall constitute a Common Expense under Section 5.01, supra.

11.06. Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective percentage interests in the Common Elements.

11.07. Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the percentage interest in the Common Elements appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the Association.

ARTICLE XII. MORTGAGEES

12.01. Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

(a) 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 Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations.

(c) Any physical damage to the Common Elements in an amount exceeding Twenty Thousand Dollars (\$20,000).

12.02. Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

12.03. Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

12.04. Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XIII. AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. During the period of Declarant Control, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Grant County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. During the period of Declarant Control, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

ARTICLE XIV. REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the Town of Bloomington or the County of Grant to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60)

days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XV. GENERAL

15.01. Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the rights to grant to the Town of Bloomington or the County of Grant 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, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

15.02. Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors.

15.03. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 15.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

15.04. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

15.05. Declarant Access During Construction of Improvements. During any period of construction of Buildings and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping, and other repairing or servicing of all or any part of the Condominium or the expanded Condominium.

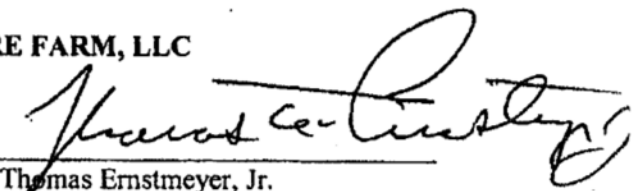
15.06. Resident Agent. The name and address of the initial resident agent under Section 703.23 of the Wisconsin Statutes is Thomas Ernstmeier, Jr.; 2247 Highway 133, Blue River, WI 53518. The resident agent may be changed by the Association in any manner permitted by law.

15.07. Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant" may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.

15.08. Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

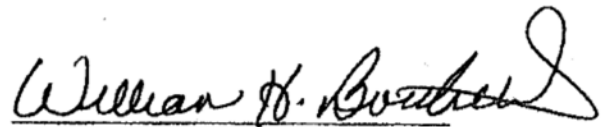
IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 11 day of August, 2006.

FUTURE FARM, LLC

By: 
Name: Thomas Ernstmeier, Jr.
Title: Sole Member

STATE OF WISCONSIN)
COUNTY OF Buffalo) ss.

Personally came before me this 11th day of August, 2006, Thomas Ernstmeier, Jr., the sole member of Future Farm, LLC, a limited liability company, who acknowledged the foregoing document for the purposes recited therein on behalf of said Future Farm, LLC.

Name: 
Notary Public, State of Wisconsin
My Commission: 3-16-01



CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by Future Farm, LLC, to the undersigned recorded in the office of the Register of Deeds of Grant County, Wisconsin on May 3, 1999, as Document No. 609418, in Volume 826 of Records, Page 718, does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this 11th day of August, 2006.

By:

Name:

Its:

William H. Boshard
William H. Boshard
Pres. Debt

STATE OF WISCONSIN)

COUNTY OF Buffalo)

ss.

Pres. Debt Personally came before me this 11th day of August, 2006, William H. Boshard the
of BANK OF AMT, who acknowledged the foregoing document for the
 purposes recited therein on behalf of said CORPORATION.

Name:

Notary Public, State of Wisconsin

My Commission:

Ralph A. Bots
Exp 4-26-09

This document drafted by:
 W.R. Stewart & Associates, S.C.
 330 E. Wilson Street - Suite 1
 Madison, WI 53703

MISSISSIPPI MOUNTAIN. A CONDOMINIUM

LOCATED IN THE NW-NW AND SW-NW, SECTION 2, NE-NE, SE-NE, SW-NE, NW-NE, NE-NW AND GOVERNMENT LOT 2, SECTION 3, T4N R6W AND THE SE-SE, SW-SE AND SE-SW, SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

The undersigned hereby certifies that he is a Licensed Land Surveyor authorized to practice that profession in this State; That he has surveyed and mapped the Real-estate described and pictured on these sheets of this Condominium Plat; That said plat is a correct representation of the land surveyed and the Condominium described; and That the identification and location of each unit and each timeshare unit (if any) and the common elements can be determined from the plat.

Dated this 11 day of Aug, 2006

Larry L. Austin
Larry L. Austin S-1903

**DESCRIPTION:****MISSISSIPPI MOUNTAIN, A CONDOMINIUM**

A Parcel of land located in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Two (2), the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4), the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4), the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) and in Government Lot 2, of Section Three (3), Town Four (4) North, Range Six (6) West of the 4th P.M., and in the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4), the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) and the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-four (34), Town Five (5) North, Range Six (6) West of the 4th P.M., Bloomington Township, Grant County, Wisconsin, containing 251.88 acres, more or less, and being described as follows:

Commencing at the East Quarter (E 1/4) corner of said Section Three (3);
thence South 89° 18' 36" West 234.24' along the South line of the Northeast Quarter (NE 1/4) of said Section Three (3) to the point of beginning;
thence South 89° 18' 36" West 451.38' along said South line;
thence South 77° 51' 32" West 314.70';
thence North 88° 28' 33" West 1617.03' to the center of said Section Three (3);
thence South 89° 18' 36" West 683.26' along the South line of Government Lot 2 of said Section Three (3) to the Easterly right of way of the Burlington Northern Santa Fe Railroad;
thence North 00° 02' 20" East 269.25' along said right of way;
thence 158.34' on the arc of a curve to the right having a radius of 2508.00' and a long chord bearing North 01° 50' 52" East 158.32' along said right of way;
thence North 03° 39' 23" East 35.33' along said right of way;
thence North 85° 15' 29" West 25.00' along said right of way;
thence North 03° 39' 23" East 65.78' along said right of way;
thence 154.76' on the arc of a curve to the right having a radius of 1033.00' and a long chord bearing North 07° 56' 54" East 154.61' along said right of way;
thence North 12° 14' 25" East 159.45' along said right of way;
thence 325.31' on the arc of a curve to the left having a radius of 1967.00' and a long chord bearing North 07° 30' 08" East 324.94' along said right of way;
thence North 02° 45' 51" East 309.11' along said right of way;
thence 122.02' on the arc of a curve to the left having a radius of 698.88' and a long chord bearing North 02° 14' 13" West 121.87' along said right of way;
thence North 07° 14' 17" West 2183.61' along said right of way;
thence North 89° 05' 23" East 2338.82' along the North line of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) and the North line of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of said Section Thirty-four (34);
thence South 01° 09' 29" West 1038.63';
thence South 14° 20' 55" East 295.02';
thence North 88° 53' 41" East 593.56';
thence South 01° 08' 19" East 344.19';
thence 166.99' on the arc of a curve to the right having a radius of 666.00' and a long chord bearing North 87° 44' 37" East 166.55';
thence South 85° 04' 25" East 247.85';
thence 95.84' on the arc of a curve to the left having a radius of 500.00' and a long chord bearing North 89° 26' 07" East 95.69';
thence North 83° 58' 39" East 95.32';
thence 152.31' on the arc of a curve to the right having a radius of 368.00' and a long chord bearing South 84° 08' 04" East 151.21';
thence 391.75' on the arc of a curve to the right having a radius of 100.00' and a long chord bearing South 32° 36' 41" East 185.14';
thence South 18° 59' 26" West 1188.72';
thence South 45° 06' 54" West 378.63';
thence South 00° 57' 37" East 525.46' to the point of beginning.
The above described parcel is subject to any and all easements of record and/or usage, INCLUDING, but not limited to a Sixty-six foot (66') wide ingress-egress easement being described as follows:
A Sixty-six foot (66') wide Ingress-egress easement being located in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Two (2), Town Four (4) North, Range Six (6) West of the 4th P.M., Bloomington Township, Grant County, Wisconsin, said easement being described as follows:
Commencing at the Northwest corner of said Section Two (2);
thence North 88° 53' 41" East 49.50' along the North line of said Section;
thence North 89° 57' 22" East 1103.13' along the North line of said Section to the point of beginning;
thence North 89° 57' 22" East 71.27';
thence 327.06' on the arc of a curve to the right having a radius of 833.00' and a long chord bearing South 32° 25' 38" West 324.96';
thence 519.81' on the arc of a curve to the right having a radius of 600.46' and a long chord bearing South 68° 28' 31" West 503.73';
thence 87.63' on the arc of a curve to the left having a radius of 100.00' and a long chord bearing North 02° 14' 03" West 66.34';
thence 469.04' on the arc of a curve to the left having a radius of 534.46' and a long chord bearing North 88° 49' 00" East 454.13';
thence 275.34' on the arc of a curve to the left having a radius of 767.00' and a long chord bearing North 33° 23' 28" East 273.87' to the point of beginning.

REGISTER OF DEEDS CERTIFICATE:

Received for record this _____ day of _____, 2006 at _____ o'clock, _____ m. and recorded in Volume _____ of Plats, Page _____ Document No. _____

Marilyn Pierce, Register of Deeds

EXHIBIT "A"



Austin
Engineering Inc.

4211 HWY 61 E
LANCASTER, WI 53013
PHONE 608-723-6363
FAX 608-723-6702

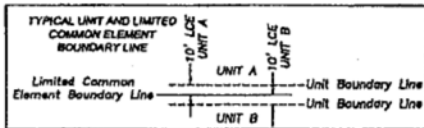
MISSISSIPPI MOUNTAIN - A CONDOMINIUM
LOCATED IN SECTIONS 2 AND 3, T4N R6W AND SECTION 34,
T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

JOB NO: 054292
FIELDBOOK: TDS HANGER
G:\T5N R6W\34
H:\PLAT\T5N R6W\Mississippi Mtn\Bookby10

DRAWN BY: AJ AUSTIN
APPROVED: LL AUSTIN
CREW: BS-SA-SB-BD

SHEET 11 OF 11

MISSISSIPPI MOUNTAIN - A CONDOMINIUM



NOTE:

LIMITED COMMON ELEMENT:

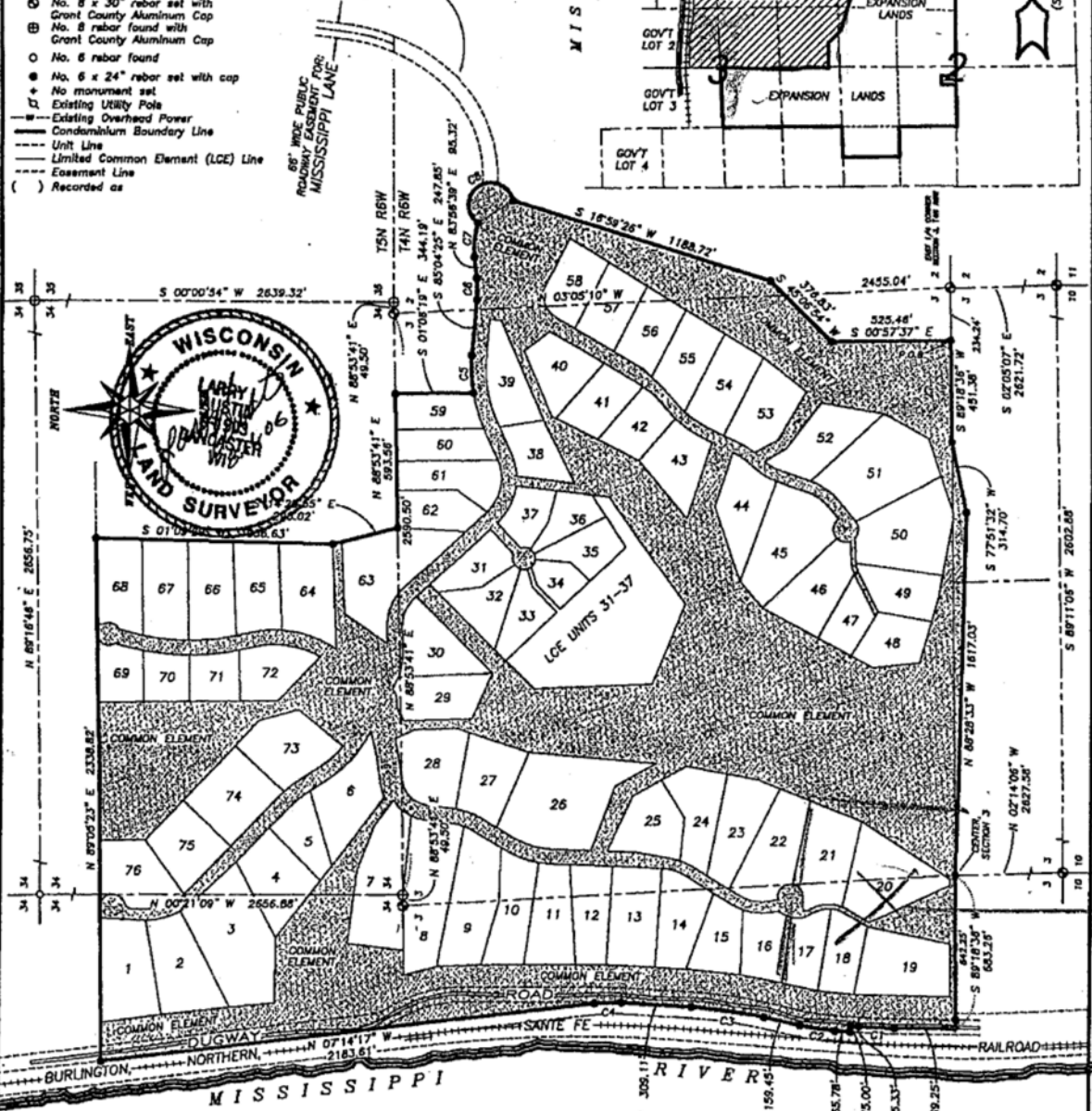
All lands within the Limited Common Elements Boundary Lines not occupied by the Unit shall be Limited Common Elements for the Exclusive use of the immediately adjacent Unit, intending to include the area beneath each individual unit.

LEGEND

These standard symbols will be found in the drawings:

- No. 8 x 30" rebar set with Grant County Aluminum Cap
- ⊕ No. 8 rebar found with Grant County Aluminum Cap
- No. 6 rebar found
- ⊕ No. 6 x 24" rebar set with cap
- ⊕ No monument set
- ⊕ Existing Utility Pole
- ⊕ Existing Overhead Power
- ⊕ Condominium Boundary Line
- ⊕ Unit Line
- ⊕ Limited Common Element (LCE) Line
- ⊕ Easement Line
- () Recorded as

Non-exclusive easement for uninterrupted and unimpeded vehicular and pedestrian ingress and egress and the right to construct, improve and maintain a private roadway and to install and maintain public utilities.



CURVE	ARC	RADIUS	CHORD	CHORD BEARING
C1	158.34'	2508.00'	158.32'	N 01°50'53" E
C2	154.76'	1033.00'	154.81'	N 07°50'54" E
C3	325.31'	1987.00'	324.94'	N 07°30'08" E
C4	122.02'	898.98'	121.87'	N 02°14'13" W
C5	166.93'	868.00'	166.55'	N 87°44'37" E
C6	85.84'	500.00'	85.89'	N 89°28'07" E
C7	152.31'	368.00'	151.21'	S 84°06'04" E
C8	391.75'	100.00'	185.14'	N 32°36'41" W

EXHIBIT 'B'

SCALE 1" = 400'



Austin
Engineering

4211 HWY 81 E
LANCASTER, WI 53813
PHONE 608-723-6363
FAX 608-723-8702

MISSISSIPPI MOUNTAIN - A CONDOMINIUM
LOCATED IN SECTIONS 2 AND 3, T4N R6W AND SECTION 34,
T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

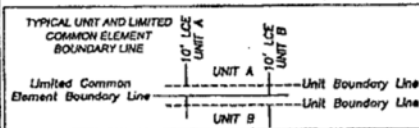
JOB NO: 05a292
FIELDBOOK: TDS RANGER
C:\TSNR6W\34
H:\PLAT\TSNR6W\Mississippi Mtn\MissMtn.dwg

DRAWN BY: AJ AUSTIN
APPROVED: LJ AUSTIN
CWB: BS-SA-SB-80
SHEET 1 OF 11

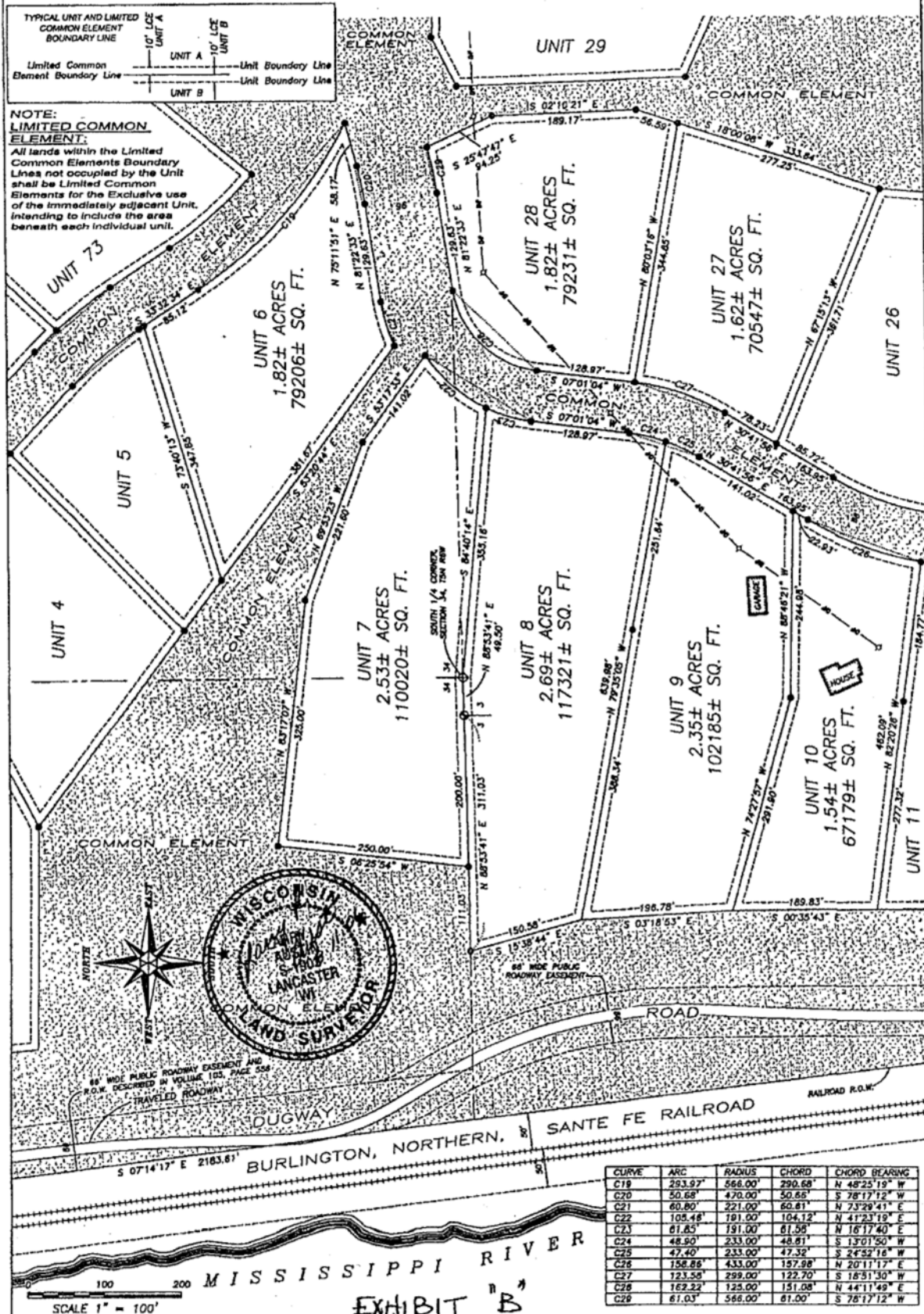
OUT
OF
CONDO

MISSISSIPPI MOUNTAIN. A CONDOMINIUM

LOCATED IN THE NW-NW AND SW-NW, SECTION 2, NE-NE, SE-NE, SW-NE, NW-NE, NE-NW, NW-SE, NE-SE AND GOVERNMENT LOT 2, SECTION 3, T4N R6W AND THE SE-SE, SW-SE AND SE-SW, SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN



NOTE:
LIMITED COMMON ELEMENT:
All lands within the Limited Common Elements Boundary Lines not occupied by the Unit shall be Limited Common Elements for the Exclusive use of the immediately adjacent Unit, intending to include the area beneath each individual unit.



Austin Engineering Inc.

4211 HWY 81 E
LANCASTER, WI 53613
PHONE 608-723-8363
FAX 608-723-8702

MISSISSIPPI MOUNTAIN - A CONDOMINIUM
LOCATED IN SECTIONS 2 AND 3, T4N R6W AND SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

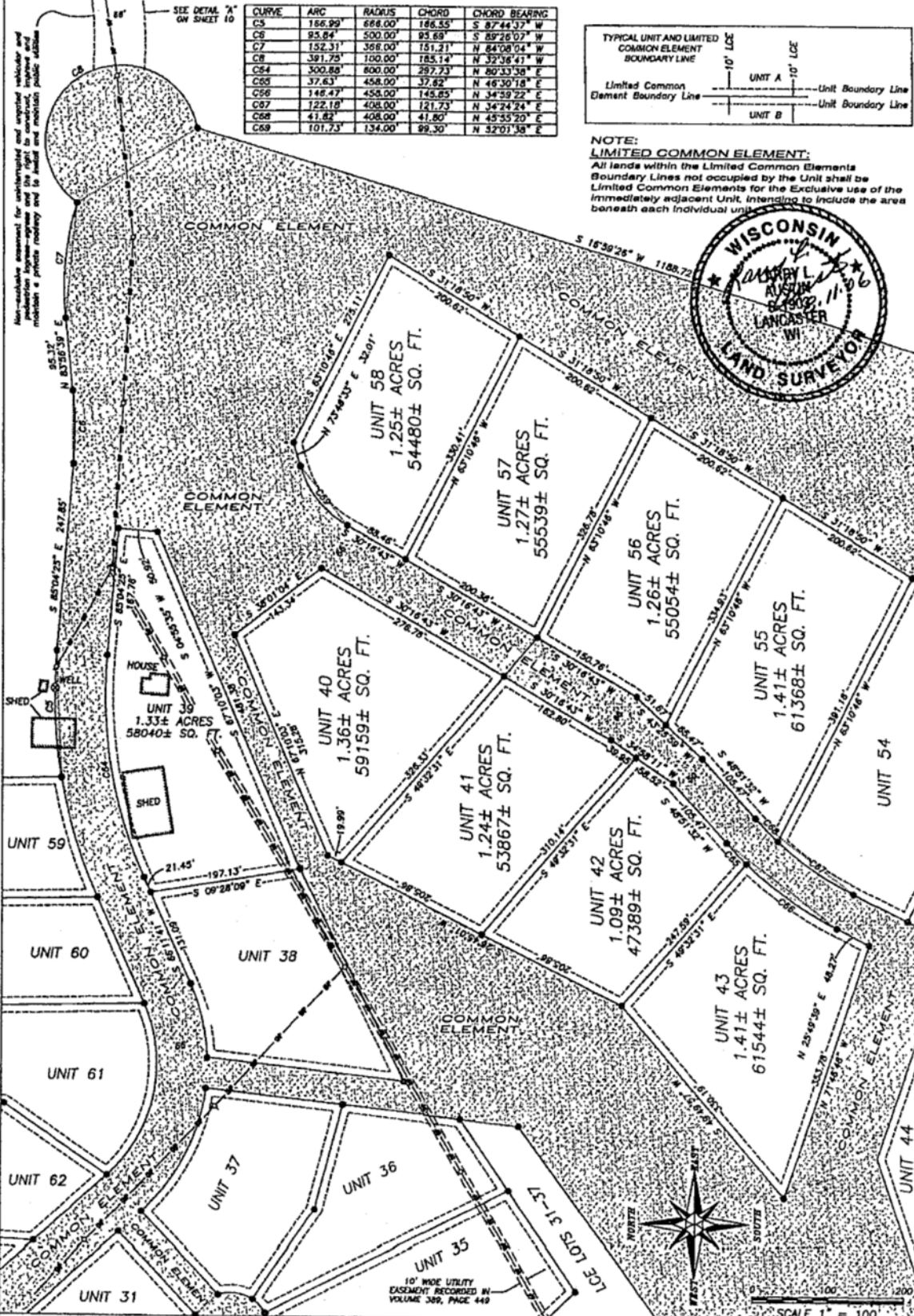
JOB NO: 05-292
FIELDBOOK: TDS RANGER
C:\TNSRW\34
H:\PLAT\TNSRW\Mississippi Mtn\MissMtn.B3

DRAWN BY: AJ AUSTIN
APPROVED: LJ AUSTIN
CREW: BS-SA-SB-BO

SHEET 3 OF 11

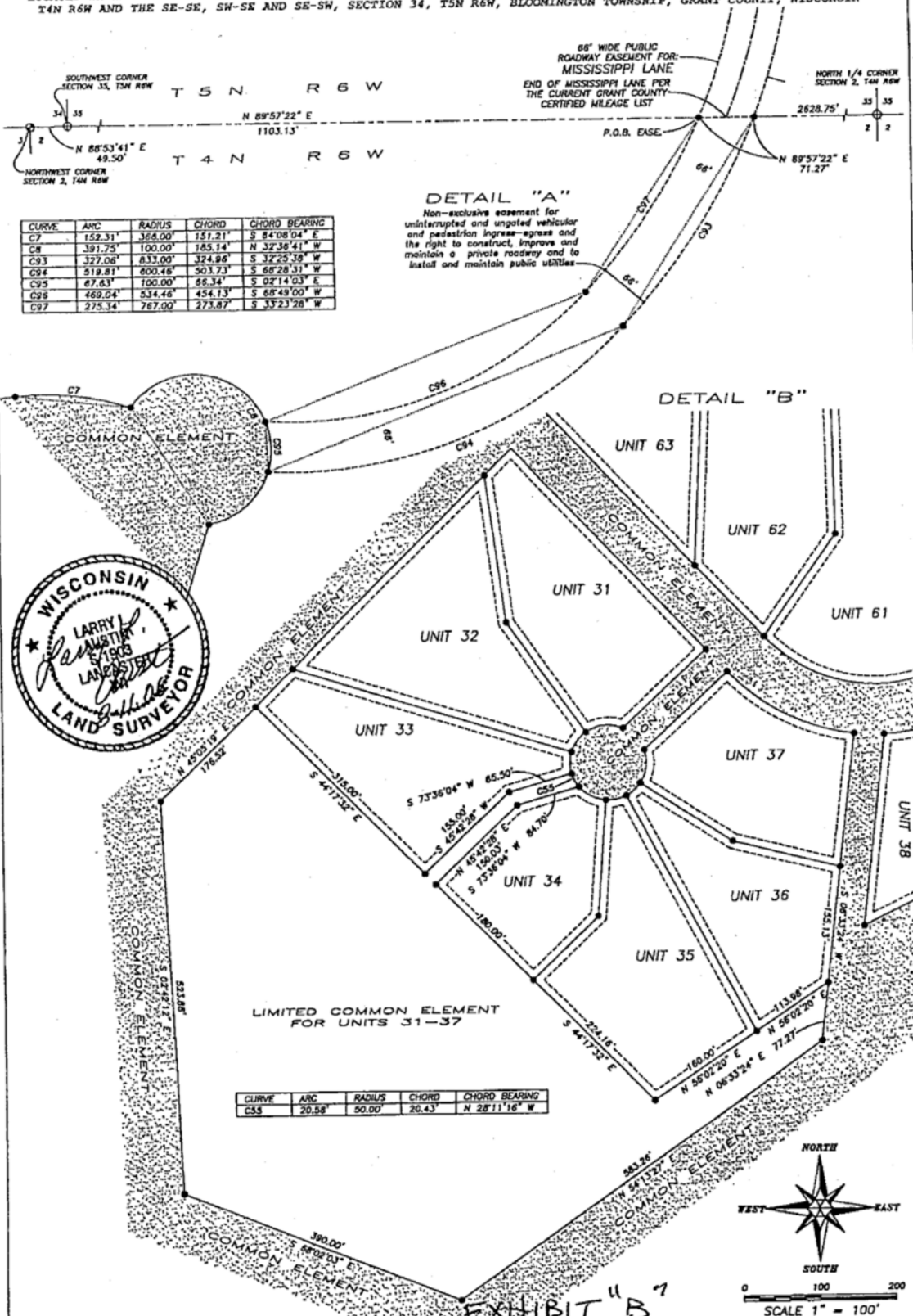
MISSISSIPPI MOUNTAIN. A CONDOMINIUM

LOCATED IN THE NW-NW AND SW-NW, SECTION 2, NE-NE, SE-NE, SW-NE, NW-NE, NE-NW, NW-SE, NE-SE AND GOVERNMENT LOT 2, SECTION 3, T4N R6W AND THE SE-SE, SW-SE AND SE-SW, SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN



MISSISSIPPI MOUNTAIN. A CONDOMINIUM

LOCATED IN THE NW-NW AND SW-NW, SECTION 2, NE-NE, SE-NE, SW-NE, NW-NE, NE-NW AND GOVERNMENT LOT 2, SECTION 3, T4N R6W AND THE SE-SE, SW-SE AND SE-SW, SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN



Austin Engineering Inc.

4311 HWY 81 E
LAKEVIEW, WI 53153
PHONE 608-723-6363
FAX 608-723-6702

MISSISSIPPI MOUNTAIN - A CONDOMINIUM
LOCATED IN SECTIONS 2 AND 3, T4N R6W AND SECTION 34,
T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

JOB NO: 05-292
FIELDBOOK: TDS RANGER
C:\TSMR6W\34
H:\PLAT\TSMR6W\Mississippi Mtn\MissMtn\10

DRAWN BY: AJ AUSTIN
APPROVED: LL AUSTIN
CREW: BS-SA-SB-80

SHEET 10 OF 11

MISSISSIPPI MOUNTAIN - A CONDOMINIUM

LOCATED IN THE NW-NW AND SW-NW, SECTION 2, NE-NE, SE-NE, SW-NE, NW-NE, NE-NW AND GOVERNMENT LOT 2, SECTION 3, T4N R6W AND THE SE-SE, SW-SE AND SE-SW, SECTION 34, T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

The undersigned hereby certifies that he is a Licensed Land Surveyor authorized to practice that profession in this State; That he has surveyed and mapped the Real-estate described and pictured on these sheets of this Condominium Plat; That said plat is a correct representation of the land surveyed and the Condominium described; and That the identification and location of each unit and each timeshare unit (if any) and the common elements can be determined from the plat.

Dated this 11 day of May, 2006

Larry L. Austin
Larry L. Austin S-1903

**DESCRIPTION:****MISSISSIPPI MOUNTAIN, A CONDOMINIUM**

A Parcel of land located in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Two (2), the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4), the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4), the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) and in Government Lot 2, of Section Three (3), Town Four (4) North, Range Six (6) West of the 4th P.M., and in the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4), the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) and the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-four (34), Town Five (5) North, Range Six (6) West of the 4th P.M., Bloomington Township, Grant County, Wisconsin, containing 251.68 acres, more or less, and being described as follows:

Commencing at the East Quarter (E 1/4) corner of said Section Three (3);
thence South 89° 18' 36" West 234.24' along the South line of the Northeast Quarter (NE 1/4) of said Section Three (3) to the point of beginning;
thence South 89° 18' 36" West 451.38' along said South line;
thence South 77° 51' 32" West 314.70';
thence North 88° 28' 33" West 1617.03' to the center of said Section Three (3);
thence South 89° 18' 36" West 683.26' along the South line of Government Lot 2 of said Section Three (3) to the Easterly right of way of the Burlington Northern Santa Fe Railroad;
thence North 00° 02' 20" East 269.25' along said right of way;
thence 158.34' on the arc of a curve to the right having a radius of 2508.00' and a long chord bearing North 01° 50' 52" East 158.32' along said right of way;
thence North 03° 39' 23" East 35.33' along said right of way;
thence North 86° 15' 29" West 25.00' along said right of way;
thence North 03° 39' 23" East 65.78' along said right of way;
thence 154.76' on the arc of a curve to the right having a radius of 1033.00' and a long chord bearing North 07° 56' 54" East 154.61' along said right of way;
thence North 12° 14' 25" East 159.45' along said right of way;
thence 325.31' on the arc of a curve to the left having a radius of 1967.00' and a long chord bearing North 07° 30' 08" East 324.94' along said right of way;
thence North 02° 45' 51" East 309.11' along said right of way;
thence 122.02' on the arc of a curve to the left having a radius of 698.98' and a long chord bearing North 02° 14' 13" West 121.87' along said right of way;
thence North 07° 14' 17" West 2183.61' along said right of way;
thence North 89° 05' 23" East 2338.82' along the North line of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) and the North line of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of said Section Thirty-four (34);
thence South 01° 09' 29" West 1036.63';
thence South 14° 20' 53" East 295.02';
thence North 88° 53' 41" East 593.56';
thence South 01° 06' 19" East 344.19';
thence 166.99' on the arc of a curve to the right having a radius of 666.00' and a long chord bearing North 87° 44' 37" East 166.55';
thence South 85° 04' 25" East 247.85';
thence 95.84' on the arc of a curve to the left having a radius of 500.00' and a long chord bearing North 89° 26' 07" East 95.69';
thence North 83° 56' 39" East 95.32';
thence 152.31' on the arc of a curve to the right having a radius of 366.00' and a long chord bearing South 84° 08' 04" East 151.21';
thence 391.75' on the arc of a curve to the right having a radius of 100.00' and a long chord bearing South 32° 36' 41" East 185.14';
thence South 16° 59' 26" West 1188.72';
thence South 45° 06' 54" West 376.83';
thence South 00° 57' 37" East 525.46' to the point of beginning.

The above described parcel is subject to any and all easements of record and/or usage, INCLUDING, but not limited to a Sixty-six foot (66') wide ingress-egress easement being described as follows:

A Sixty-six foot (66') wide ingress-egress easement being located in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Two (2), Town Four (4) North, Range Six (6) West of the 4th P.M., Bloomington Township, Grant County, Wisconsin, said easement being described as follows:

Commencing at the Northwest corner of said Section Two (2);
thence North 88° 53' 41" East 49.50' along the North line of said Section;
thence North 89° 57' 22" East 1103.13' along the North line of said Section to the point of beginning;
thence North 89° 57' 22" East 71.27';
thence 327.06' on the arc of a curve to the right having a radius of 833.00' and a long chord bearing South 32° 25' 38" West 324.96';
thence 518.81' on the arc of a curve to the right having a radius of 600.46' and a long chord bearing South 68° 28' 31" West 503.73';
thence 67.63' on the arc of a curve to the left having a radius of 100.00' and a long chord bearing North 02° 14' 03" West 66.34';
thence 469.04' on the arc of a curve to the left having a radius of 534.46' and a long chord bearing North 68° 49' 00" East 454.13';
thence 275.34' on the arc of a curve to the left having a radius of 767.00' and a long chord bearing North 33° 23' 28" East 273.87' to the point of beginning.

REGISTER OF DEEDS CERTIFICATE:

Received for record this _____ day of _____, 2006 at _____ o'clock, _____ m. and recorded in Volume _____ of Plats, Page _____ Document No. _____

Marilyn Pierce, Register of Deeds

EXHIBIT B



Austin
Engineering LLC

4211 HWY 81 E
LANCASTER, WI 53813
PHONE: 608-723-6363
FAX: 608-723-6702

MISSISSIPPI MOUNTAIN - A CONDOMINIUM
LOCATED IN SECTIONS 2 AND 3, T4N R6W AND SECTION 34,
T5N R6W, BLOOMINGTON TOWNSHIP, GRANT COUNTY, WISCONSIN

JOB NO: 05a292
FIELDBOOK: TDS RANGER
G:\TSNR\SW\34
H:\PLAT\TSNR\SW\Mississippi Mtn\Working\10

DRAWN BY: AJ AUSTIN
APPROVED: LL AUSTIN
CREW: BS-SA-SB-BD
SHEET 11 OF 11

EXPANSION LANDS:

The North Half (N. 1/2) of the Southwest Quarter (S.W. 1/4) EXCEPT a tract of land described as follows, to-wit: Begin at a point which is 12 rods South of the Northeast corner of the N.E. 1/4 of the S.W. 1/4;

thence South 12 rods;

thence West 20 rods;

thence North 12 rods;

thence East 20 rods to the place of beginning.

Also including the North Half (N. 1/2) of the Southwest Quarter (S.W. 1/4) of the Southwest Quarter (S.W. 1/4); and also including the Northwest Quarter (N.W. 1/4).

All in Section Two (2), Township Four (4) North, Range Six (6) West of the 4th P.M., Grant County, Wisconsin.

The Northeast Quarter (N.E. 1/4);

that part of the Northeast Quarter (N.E. 1/4) of the Northwest Quarter (N.W. 1/4) lying Easterly of the Burlington Northern Railroad; and that portion of the Southeast Quarter (S.E. 1/4) of the Northwest Quarter (N.W. 1/4) lying easterly of a line drawn parallel with and distant 50.00 feet Easterly of, as measured at right angles to, Burlington Northern Railroad Company's main track centerline, as now located and constructed, said land also being part of Government Lot Two (2).

All in Section Three (3), Township Four (4) North, Range Six (6) West of the 4th P.M., Grant County, Wisconsin.

Also including the South Half (S. 1/2) of the Southeast Quarter (S.E. 1/4) and that part of the Southeast Quarter (S.E. 1/4) of the Southwest Quarter (S.W. 1/4) lying East of the Burlington Northern Railroad, all in Section Thirty-four (34), Township Five (5) North, Range Six (6) West of the 4th P.M., Grant County, Wisconsin.

Also including the South Half (S. 1/2) of the Southwest Quarter (S.W. 1/4) of Section Thirty-five (35), Township Five (5) North, Range Six (6) West of the 4th P.M., Grant County, Wisconsin.

The North Half (N. 1/2) of the Southeast Quarter (S.E. 1/4) of Section Three (3), Township Four (4) North, Range Six (6) West of the 4th P.M., Grant County, Wisconsin.

The Southwest quarter of the Northwest Quarter (SW NW); Northeast quarter of the Southwest quarter (NE SW); and the Northwest quarter of the Southwest quarter (NW SW), all in section 35, T5N, R6W, Town of Bloomington, Grant County, Wisconsin.

The Northeast quarter of the Southeast (NE SE); Northwest quarter of the Southeast quarter (NW SE); all lands in the Northeast quarter of the Southwest quarter (NE SW) east of the railroad tracks, all in section 34, T5N, R6W, Town of Bloomington, Grant County, Wisconsin;

EXCEPTING THEREFROM:

A Parcel of land located in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Two (2), the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4), the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4), the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) and in Government Lot 2, of Section Three (3), Town Four (4) North, Range Six (6) West of the 4th P.M., and in the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4), the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) and the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-four (34), Town Five (5) North, Range Six (6) West of the 4th P.M., Bloomington Township, Grant County, Wisconsin, containing 251.68 acres, more or less, and being described as follows:

Commencing at the East Quarter (E 1/4) corner of said Section Three (3);
thence South 89° 18' 36" West 234.24' along the South line of the Northeast Quarter (NE 1/4) of said Section Three (3) to the point of beginning;
thence South 89° 18' 36" West 451.38' along said South line;
thence South 77° 51' 32" West 314.70';
thence North 88° 28' 33" West 1617.03' to the center of said Section Three (3);
thence South 89° 18' 36" West 683.26' along the South line of Government Lot 2 of said Section Three (3) to the Easterly right of way of the Burlington Northern Santa Fe Railroad;
thence North 00° 02' 20" East 269.25' along said right of way;
thence 158.34' on the arc of a curve to the right having a radius of 2508.00' and a long chord bearing North 01° 50' 52" East 158.32' along said right of way;
thence North 03° 39' 23" East 35.33' along said right of way;
thence North 86° 15' 29" West 25.00' along said right of way;
thence North 03° 39' 23" East 65.78' along said right of way;
thence 154.76' on the arc of a curve to the right having a radius of 1033.00' and a long chord bearing North 07° 56' 54" East 154.61' along said right of way;
thence North 12° 14' 25" East 159.45' along said right of way;
thence 325.31' on the arc of a curve to the left having a radius of 1967.00' and a long chord bearing North 07° 30' 08" East 324.94' along said right of way;
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thence North 07° 14' 17" West 2183.61' along said right of way;
thence North 89° 05' 23" East 2338.82' along the North line of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) and the North line of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of said Section Thirty-four (34);
thence South 01° 09' 29" West 1036.63';
thence South 14° 20' 55" East 295.02';
thence North 88° 53' 41" East 593.56';
thence South 01° 06' 19" East 344.19';
thence 166.99' on the arc of a curve to the right having a radius of 666.00' and a long chord bearing North 87° 44' 37" East 166.55';
thence South 85° 04' 25" East 247.65';
thence 95.84' on the arc of a curve to the left having a radius of 500.00' and a long chord bearing North 89° 26' 07" East 95.69';
thence North 83° 56' 39" East 95.32';
thence 152.31' on the arc of a curve to the right having a radius of 366.00' and a long chord bearing South 84° 08' 04" East 151.21';
thence 391.75' on the arc of a curve to the right having a radius of 100.00' and a long chord bearing South 32° 36' 41" East 185.14';
thence South 16° 59' 26" West 1188.72';
thence South 45° 06' 54" West 376.83';
thence South 00° 57' 37" East 525.46' to the point of beginning.

EXCEPTING THEREFROM:

Lot 23, Lot 24 and Lot 25 of Certified Survey Map No. 850, recorded in Volume 7 of Certified Survey Maps on Pages 43-44, as Document No. 638482, Grant County Registry.

EXHIBIT "C"