

DISCLOSURE MATERIALS

GARMISCH USA CONDOMINIUM
Cable, Wisconsin 54821

Declarants:

BRUCE R. NIEBERGALL AND SHELBY J. NIEBERGALL
23040 Garmisch Road
Cable, WI 54821

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENT MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN FIVE BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

INDEX OF DISCLOSURE MATERIALS

The disclosure materials the Declarant is required by law to provide to each prospective condominium purchaser contain the following documents and exhibits:

1. DECLARATION. The Declaration establishes and describes the condominium, the Units, and the Common Areas. The Declaration begins on page 1.
2. UNIT PLANS AND MAP. The Declarant has provided a Unit Plan of the unit being offered for sale and a map of the Condominium which shows the location of the Unit you are considering and all facilities and Common Areas which are a part of the Condominium. The Unit plan and map being on page 20.
3. BY LAWS. The operation of the condominium is governed by the Association of which each Unit Owner is a member. Powers, duties and operation of the Association are specified in the By-Laws. The By-Laws begin on page 33.
4. ANNUAL OPERATING BUDGET. The Association incurs expenses for the operation of the Condominium which are assessed to the Unit Owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget is set forth as an attachment hereto.
5. EXPANSION PLANS. Declarant has not reserved the right to expand the condominium, except each unit owner may expand their unit within area as shown on the plat.

DECLARATION OF CONDOMINIUM OWNERSHIP
GARMISCH CONDOMINIUM
CABLE, WISCONSIN
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DECLARATION OF CONDOMINIUM

OF

GARMISCH USA CONDOMINIUM

PATRICIA A OLSON
BAYFIELD COUNTY, WI
REGISTER OF DEEDS

2003R-486637

10/15/2003 2:00 PM

The Declaration of Condominium is made under the
Condominium Ownership Act, Chapter 703 of the Wisconsin
Statutes, by Bruce R. Niebergall and Shelby J. Niebergall,
Husband and wife, hereinafter referred to as the "Declarant"

RECORDING FEE 73.00

Pages 32

Parcel Numbers:

Part of 034-1072-04; part of 034-1088-02; 034-1087-10 990; 034-1071-03 980;
034-1088-02 990

Thomas W. Duffy
P.O. Box 965
Hayward, WI 54843

pd 11/10

I. INTENT

It is the intent of the Declarant, pursuant to this Declaration of Condominium, to submit the land and improvements described herein to condominium ownership and use in the manner provided by the Wisconsin Condominium Ownership Act.

II. DESCRIPTION OF LAND.

The land subject to this Declaration is owned by the Declarant and is more fully described in Exhibit "Sheet 5", attached hereto and incorporated herein by reference as though fully set forth. It is located in the Township of Namakagon, County of Bayfield, State of Wisconsin. The mailing address is: 23040 Garmisch Road, Cable, WI 54821.

III. DESCRIPTION OF UNITS.

There are presently existing 23 units as shown on the condominium plat, (Unit 1 through 13 and Unit 23 having buildings located thereon and Units 14 through 22 are vacant sites). A Survey plan of the land showing the location of said units is attached to this Declaration as Exhibit "Sheet 1, 2, 3 & 4" and shall hereafter be referred to as the "Condominium Plat". Diagrammatic floor plans showing the approximate dimensions and floor area of each building on the land is attached to this Declaration as Exhibit "Sheets 6 through 13".

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IV. INTERPRETATION OF PLANS.

If there is any minor variance between (a) any existing physical boundaries of any unit, common or limited common element and (b) this Declaration or Condominium Plat as recorded, the former shall be conclusively presumed to be its boundary. The same presumption shall apply to any authorized repair or reconstruction. However, in the event of a significant variance, the Condominium Plat or Declaration shall control.

V. UNITS.

Units are identified on the condominium plat by a number designation. Units are that part of the condominium intended for the exclusive use of each unit's owner, his, her or their family, and those persons authorized to use or occupy each unit. The boundaries of the units with buildings are as follows:

- a) The upper boundary shall be the exterior surface of the roof.
- b) The lower boundary shall be the surface of the ground situated beneath the first floor, excavated as applicable to a depth sufficient for a crawl space foundation, slab, or basement together with an outside entrance, and any attached decks and steps.
- c) The side boundaries shall be the vertical planes of the exterior wall surfaces of each unit, and shall include all windows and doors, window and door frames and accessories, roof overhangs and gutters, attached decks, deck railings, or steps.
- d) The area on the vacant sites designated as BA (building area) shall constitute the Unit until a building has been built thereon.
- e) In addition, included within each unit with a building shall be the following items even though all or part of the items may be outside of the above described buildings.
 - 1) All floor, baseboard, wall and ceiling mounted electrical switches, outlets and fixtures, junction boxes serving them and wiring connecting such junction boxes and switches, outlets and fixtures, but excluding electric supply wire.
 - 2) All plumbing fixtures and pipes situated within the perimeter of each building.
 - 3) All heating devices located within each building and all appurtenant pipes, wires and valves.
 - 4) Wells: There are Five (5) wells on the premises: Units 1, 2, 3, 4, 5, 6,

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7, 8, 9 & 10, share two wells; Units 11,12,13, share a well; the well adjacent to the lodge laundry storage is for use by the laundry being a limited common element for Unit 9 (Lodge) and Unit 23 has it own well. Vacant sites (units) shall be responsible for installation of their own wells. All units sharing wells shall share in any repair or maintenance of the said well.

5) Septic Systems: Septic systems are shared as shown on the plat. Those units sharing a septic system shall share in the repair and maintenance of said system.

6) Electric: All units are metered separately and electric bills will be paid through the association. Vacant sites (units) will be responsible for installation of their own electric meters

7) All units are separately metered for propane use and payment shall be made through the association for each unit's use. The vacant sites (units) shall be responsible for installation of their own propane tanks and bear the cost therefor or the cost to install alternative heat, i.e. electric.

VI. COMMON ELEMENTS.

"Common Elements" without intending to limit the terms, include:

a) The land described in Exhibit "Sheet 5" (including that land upon which each building is located), including walkways, driveways, parking areas not designated as "Limited Common Elements", and any fences located thereon.

b) Beach, tennis court, basketball court, playground and fish cleaning house.

c) Garbage area as designated by the Association.

d) All utility components not expressly designated as part of a "Unit", or "Limited Common Element", including plumbing, mechanical systems for well water, electric and telephone lines where existing and appurtenant components thereto which serve more than one unit.

e) All tangible personal property and fixtures, if any, acquired by the Garmisch USA Property Owner's Association (hereafter referred to as the Association) for use in the operation, maintenance and management of the condominium.

f) All other parts of the property, necessary or convenient to the existence,

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maintenance and safety of the condominium as a whole that are normally of common use or benefit.

The Common Elements are owned by the Unit Owners, each having an undivided 1/23rd interest therein. Each Unit Owner, his, her or their assigns, successors in interest, agents, employees, lessees, sublessees, mortgagees or licensees may use the Common Elements in accordance with the purpose for which they were intended, according to this Declaration, the Bylaws of the Association, Rules and Regulations adopted by the Association, and the Wisconsin Condominium Ownership Act. ALSO SUBJECT TO the owners of the four (4) Certified Survey Lots that are not part of the condominium using the beach, tennis court, basketball court and playground for a fee as set by the Board of Directors for the Association.

However the portions of the common elements designated as limited common elements may be used only by the Owner of the Unit to which their use is limited in this declaration and in the Association Bylaws, and by those persons authorized by the Unit Owners to use their respective limited common elements.

VII. LIMITED COMMON ELEMENTS.

The "Limited Common Elements", without intending to limit the term include:

- a) Parking and access areas located adjacent to or near the units.
- b) Pier/dock area as set forth on the plat. Piers or docks are to be purchased separately by each unit owner. Pier/dock areas are designated for Units 1 through 12 and Unit 23 as shown on the plat. There shall be 6 dock sites on the lake in the area lying Southwest of the bridge to be shared by Units 14-22. Each unit is entitled to one berth at any jointly owned dock/pier. Assignment of the dock site and berth shall be handled by the Board of Directors of the Association. Any dispute arising from the joint use or sharing of the dock/piers shall be handled by the Board of Directors of the Homeowners Association. In addition there are 7 permanent docks in the harbor lying East of Garmisch Resort Road which shall be owned by the Homeowners Association and use shall be determined by said Association.

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- c) Wood burner and wood sheds shown on the plat are for use by Unit 9 only.
- d) After buildings have been built in the building area of the vacant units, all the land in the building area shall become limited common element for that unit.

The Limited Common Elements respectively are reserved for the exclusive use and possession of the Owner of the Unit to which each Limited Common Element pertains and to that Owner's assigns, successors in interest or guests.

VIII. INTERPRETATION OF CONDOMINIUM PLAT.

If there is a minor variance between (a) any existing physical boundaries of any unit, common or limited common element and (b) this Declaration or Condominium Plat as recorded, the former shall be conclusively presumed to be its boundary. The same presumption shall apply to variances resulting from any duly authorized repair or reconstruction. These presumptions apply only to variations within the condominium. A significant variance shall require a corrected survey and condominium plat, to be paid for and recorded by the Association.

IX. AGENT FOR SERVICE OF PROCESS.

The initial Resident Agent for service of legal process, as well as for the condominium generally, shall be Bruce R. Niebergall and Shelby J. Niebergall. The Resident Agent shall also serve, as required by law, as the Registered Agent of the Property Owner's Association. The Association, may, at any time, designate a Successor Agent, upon Resolution of its Board of Directors.

X. ASSOCIATION OF UNIT OWNERS.

Each unit owner shall be a member of the Association by virtue of unit ownership and the membership shall be transferred with the conveyance of the owners interest in the unit. An owners membership shall terminate when the owners ownership terminates. The operation of the condominium shall be vested in the Association. The powers and duties of the Association shall include those set forth in the Association Bylaws, the Wisconsin Condominium Ownership Act, and this Declaration. No Unit Owner, except an officer of the Association, or member of its Board of Directors shall have any authority to act for the Association. Notwithstanding any express or implied powers given to the Association by its Bylaws as adopted, the Association shall not be entitled to do any of the following acts, except as provided by statute in cases of condemnation or substantial loss to the units of the condominium project, unless three-quarter (3/4) of the first mortgagees (based upon one (1) vote for each first mortgage owned), and three fourths (3/4) of the Unit Owners shall have given their prior written approval.

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- a) By act or omission, seek to abandon or terminate the condominium project.
- b) Change the pro-rata interest or obligations of any individual condominium unit for the purpose of:
 - I) levying assessments or charges or allocated distributions of hazard insurance proceeds or condemnation awards, or,
 - II) determining the pro-rata share of ownership of each condominium unit in the common elements.
- c) Partition or sub-divide any condominium unit which shall include the division of a unit into so-called "Time Shares" whereby blocks or units of time are sold to third parties.
- d) By act or omission, seek to abandon, partition, sub-divide, encumber, sell or transfer the common elements.
- e) Use hazard insurance proceeds for losses to any condominium property whether to units or to common elements, for other than the repair, replacement or reconstruction of such condominium property.

XI. VOTING RIGHTS AND DECLARANT CONTROL.

There shall be one person with respect to each Unit Ownership who shall be entitled to vote any meeting of the Owners. Such person designated to vote shall be known and hereinafter referred to as a "voting member". Such voting member may be the Owner of one of the group composed of all of the Owners of a Unit or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicial declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. If more than one person owns a unit, the One (1) vote attributed to that Unit shall be cast unanimously by all the Unit's owners, or it shall not be counted. There shall be no fractional vote. Any and all of such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take other action as a voting member either in person or by proxy. Notwithstanding the provisions above, and except as provided below, the Declarant hereby expressly reserves the right to exercise all powers and responsibilities of the Property Owner's Association

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as assigned to it by this Declaration, the Association by-Laws and Chapter 703 of the Wisconsin Statutes. The period of Declarant control shall begin on the date the first condominium unit is conveyed by Declarant to any person or entity other than the Declarant. The period of Declarant control shall end upon the earlier of the following:

(a) The expiration of three years following commencement of Declarant control.

(b) The expiration of 30 days after the conveyance of 75% of the Common Element interest to purchasers.

Notwithstanding the above, the Unit Owners, other than the Declarant, shall be permitted to elect directors of the Property Owner's Association as expressly granted in Section 703.15(2)(d) and (f) of the Wisconsin Statutes (2001-2002).

XII. EXPANDABILITY. Those units having buildings thereon may expand their unit as set forth on the plat (sheets 5 through 12) upon approval from Bayfield County Zoning and subject to approval of the Architectural Control Committee.

XIII. BYLAWS, RULES AND REGULATIONS.

The Association may promulgate and amend such reasonable bylaws, rules and regulations as necessary and desirable to carry out the purposes and intents of this Declaration, to promote the harmonious usage of the Common Elements and to cause each Unit Owner to be free from any unreasonable interference with the use of such Owner's Unit and appurtenant Limited Common Element.

HOWEVER, unit 23 shall be perpetually exempt from all covenants and restrictions.

In addition to any other restrictions which may be imposed by this Declaration or rules promulgated thereunder or by laws, the use and conveyance of the property shall be governed by the following provisions:

a) Each living unit shall be held, conveyed, encumbered, leased, used and occupied subject to all covenants, conditions, restrictions, uses, limitations and obligations expressed in this Declaration. All such covenants and obligations are in furtherance of a plan for the property, and shall be deemed to run with the land and be a burden and benefit to Developer, its grantees, successors and assigns and any person acquiring or owning an interest in the property, their heirs, personal representatives,

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grantees, successors and assigns. All owners, occupants and their entrants shall use the property in such a manner as will not unduly restrict, interfere with or impede the use thereof by other owners and occupants.

b) No use shall be made of the property which would cause an increase in insurance rates on the property or otherwise tend to cause a liability or unwarranted expense for the Association or any owner.

c) No trailer homes, mobile homes, motor homes, campers or recreational vehicles may be stored or used for a temporary living quarters or parked on the streets located upon the Property except when permitted by rules and regulations promulgated by the Board of Directors of the Association. No dog kennels or runs shall be allowable without prior written approval of the Architectural Control Committee. No metal storage buildings of any type shall be allowed.

d) No signs or entry markers other than a sign identifying the living unit and/or a "For Sale" sign shall be displayed on any unit. Identification signs shall not exceed two (2) square feet in size and shall be constructed of natural materials and/or finished in natural colors. Identification signs shall conform with the overall Association signage plan approved by the Architectural Control Committee. "For Sale" signs not exceeding six (6) square feet in size shall be displayed under the supervision of the Architectural Control Committee; provided that the Declarant may maintain 'for sale' signage during the sale of units in the project.

e) Overnight parking or storage of any boats, snowmobiles, trailers, recreational or camping vehicles, all terrain vehicles or other vehicles on any units outside of garage or other storage building shall be in accordance with published Rules and Regulations of the Association.

f) No Unit or portion thereof shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and no exterior burning of household refuse shall be done except in such area as may be designated by the Architectural Control Committee. All equipment for the storage or disposal of such materials shall be kept within the garage forming a part of a living unit unless otherwise designated by the Architectural Control Committee.

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g) Exterior antennas or satellite dishes or overhead wiring on the units or on improvements to the units shall only be permitted with the written consent of the Architectural Control Committee.

h) No abandoned or junked cars are to be left on the property

i) No firearms, shotguns, BB guns, bows and arrows or other weapons shall be discharged or used on the Condominium grounds. These items, however, may be stored by the individual unit owners in the individual units.

j) Domestic pets, such as dogs and cats, may be kept, provided they are not to be bred, kept or maintained for any commercial purpose. Continual barking or howling dogs are not permitted nor are pets which cause a continuing annoyance by movement, noise or odor. All pets must be leashed when in the common elements.

XIV. GENERAL PROVISIONS

a) Nuisances. No Noxious or offensive activities shall be carried on upon any unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any owner or to any other person lawfully residing in Garmisch USA Condominium.

b) Rules and Regulations. The Association shall have the power to adopt rules and regulations not inconsistent herewith governing the use of Units and common property including, without limitation, regulations related to use of recreational facilities or open space in the Common property, parking and storage (of vehicles or other property), the posting of signs, and the raising or keeping of domestic animals. Any such regulation shall be adopted in accordance with the Bylaws.

c) No right of First Refusal. The right of any owner to sell, transfer, or otherwise convey his or her unit shall not be subject to any right of first refusal or similar restriction in favor of the Association.

d) No Discrimination in Sale, Lease, Etc., of Living Unit. Neither the Declarant nor any Owner shall discriminate in the sale, lease, rental or in the use or occupancy of a living unit because of religion, race, color, creed, national origin, sex, marital status, or status with respect to public assistance or disability or, in furtherance of such covenant, in contravention of the provisions of Wisconsin Statutes and regulations thereunder, which relate to civil rights and discrimination.

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e) Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any unit or any part thereof (a) to increase the rate of insurance on any other unit over what the owner of such other unit, but for such activity, would pay, without the prior written consent of the Association, or (b) which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any regulation, permit or other validly imposed requirement of any Owner or any invitee of any Owner in any unit on the Common property and each Owner agrees to indemnify and hold harmless the Association and the other owners from and against all loss resulting from any such damage or waste caused by him or his invitees.

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

g) Enforcement. In the event any Owner fails to comply with the provisions of this Declaration, or the Bylaws or with the decisions of the Association or its committee which are made pursuant thereto, such failure will give rise to a cause of action on the part of the Association, or any aggrieved Owner for the recovery of damages or for injunctive relief, or both. Owners shall have a similar right of action against the Association. Enforcement of these covenants and restrictions may be by any proceedings at law or in equity. It is understood that with respect to the provisions herein relating to architectural control, monetary damages are an inadequate remedy and therefore, injunctive relief is warranted.

h) Mergers. Upon a merger or consolidation of the Association with another corporation as provided in its Bylaws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or corporation or alternatively the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any

revocation, change or addition to the covenants established by this Declaration except as hereinabove provided.

i) Severability. Invalidation of any one of the covenants or restrictions by judgment or court order does not affect the remaining covenants and restrictions set forth herein which shall remain in full force and effect.

j) Duration of Covenants, Restrictions and Easements. The covenants, restrictions and easements of this Declaration shall run with and bind the land shall inure to the benefit of and be enforceable by the Association or the Owner of any unit subject to this Declaration, or their respective legal representatives, heirs, successors and assigns. The covenants and restrictions herein set forth shall have a term of Twenty (20) years from the date this Declaration is recorded, after which time, said covenants and restrictions shall be automatically renewed for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by not less than 75% of the Unit owners. Any amendment must be properly recorded.

XV. LAND USE, RESTRICTION OF SUBDIVISION, SITE
IMPROVEMENTS, PERMITTED BUILDINGS

1. Land Use:

All units shall be used for residential/residential rental purposes, EXCEPT Unit 9 (Lodge) which shall be for commercial use and Unit 4 because of its current configuration shall continue as a multi-family unit until such time as it is converted to a one family unit. Nothing contained herein shall restrict the right of an Owner to rent all or a portion of his living unit or units to third parties but all rentals shall be managed by Garmisch Inn.

2. Subdivision

Units shall not be subdivided in any respect to create any type of sub-lot or species thereof.

3. Site improvements, Clearance.

a) An owner proposing to make improvements on any units shall conform to the Architectural Control requirements

b) Clearance. An owner proposing to fell or remove existing trees over six (6) inches in diameter on any vacant lot and in any of the common areas or limited common areas whether improved or not, shall submit a site plan showing the proposed changes,

and receive the express written approval of the Architectural Control Committee prior to commencing the propose work. An owner violating this paragraph may be forced to replant such trees by the Architectural Control Committee.

c) Surface drainage. The natural surface drainage patterns of any lots shall not be changed by grading, damming, filling or installing of conduits, except with the permission of the Architectural Control Committee.

4. Permitted Buildings.

a) Single Family. All lots shall be limited to one (1) single family structure. Each individual residence built on the vacant sites shall have a minimum of 1500 square feet of floor space, exclusive of porches and garages. Multi-level residences will be allowed with approval from the Architectural Control Committee.

b) Building pad or Footprint. Construction of all buildings shall be restricted to the building pad or footprint designated for each unit by the Architectural Control Committee.

c) Driveway surface. Driveways shall be constructed with gravel, bituminous or concrete surfaces; provided however, that as such Owners receive the prior written approval of the Architectural Control Committee.

d) Exterior Building. All building exteriors, including application of exterior color, shall be completed within twelve (12) months from the date construction beings.

e) Roofing. All buildings must be roofed with a dark colored textured asphalt roofing material, cedar shingles, shakes, or metal roofing materials.

f) Materials. All exterior material and finishes must be approved by the Architectural Control Committee.

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

h) Landscaping. The Architectural Control Committee may require the submittal and approval of a landscape plan for all or a portion of each vacant Lot at the time of the submittal of the plans and specifications for such lot.

XVI. ARCHITECTURAL CONTROL COMMITTEE

1. Architectural Control Committee. The Architectural Control Committee shall be the Declarants until it has conveyed all of the units in the property. Declarants may

voluntarily abdicate their office in favor of the Board of Directors at its discretion at which time the Architectural Control Committee shall be composed of three (3) or more representatives appointed by the Board of Directors of the Association, one (1) of whom shall be a member of the Board of Directors of the Association, and at least two (2) of whom shall be members of the Association.

2. Construction/Modification of improvements. No building, fence, wall, patio or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereof be made, until the plans and modifications showing the nature, kind, shape, heights, materials and location of the same within the building pad or footprint established by the Architectural Control Committee shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee.

3. Submittal Requirements. Lot Owners must submit to the Architectural Control Committee a site plan, landscape building elevations, drawn to scale for all buildings to be erected on a unit within Garmisch USA Condominium, and must receive the approval of the Committee in writing prior to commencing construction, excavation, grading or clearing. Building plans must include specifications as to the exterior materials, finishes and/or colors including roofing, siding, brick, stone trim and foundation. These Submittal Requirements may be abbreviated or partially waived in the discretion of the Architectural Control Committee.

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

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may be appreciated or partially waived in the discretion of the Architectural Control Committee.

5. Effect of Approval. Upon approval of the building plans, site plan, specifications and landscape plan to the Architectural Control Committee and upon receipt of all necessary municipal and other governmental approvals, consents, and permits, construction in accordance with said plans and specifications may commence, such construction to be substantially completed within twelve (12) months after the last such approval has been given.

6. Section 6. Failure to Act. In the event the Architectural Control Committee fails to approve or disapprove such design and locations within forty-five (45) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such structure or the making of such alteration or to require the removal thereof has been commenced before one (1) year of the date of completion thereof, no right shall exist to enforce those covenants insofar as they require such approval.

7. Authority to act. The Architectural Control Committee may appoint in writing one (1) member of such committee who shall have the authority to approve the construction of improvements as set forth in this Article.

XVII. COMPLIANCE.

Each unit owner and any person using the property in any manner shall comply strictly with the terms of this Declaration, the Bylaws and the Rules adopted pursuant thereto, as either of the same are amended from time to time, as well as the Wisconsin Condominium Ownership Act. All decisions, contracts, agreements and determinations duly made by the Association in accordance with its Articles and Bylaws shall be binding on all Unit Owners whether they participated in such action or not. Failure to comply shall be grounds for an action to recover damages or to obtain injunctive relief, or both, maintainable by the Association or in a proper case, by an aggrieved Unit Owner. In addition, water or electricity may be terminated for any unit whose owner is in violation of the Declaration or the By-Laws.

XVIII. MAINTENANCE AND REPAIR OF UNITS.

Each Unit Owner shall be responsible for the maintenance, repair, reconstruction, and appearance of his, her or their Unit or Unit site. Each unit shall be maintained in

good condition, appearance and repair at all times. This responsibility shall extend to and include the Limited Common Elements associated with each unit.

In the event any unit or Limited Common Element is not properly maintained or repaired, the Association may perform such maintenance and assess the Owner of the appurtenant Unit the reasonable cost thereof. Any repair of the Limited Common Element must be completed within one (1) year of commencement.

XIX. MAINTENANCE AND REPAIR OF LIMITED COMMON ELEMENTS.

Each Unit Owner shall be responsible for the maintenance, repair, reconstruction and appearance of his, her, or their Limited Common Element.

In the event any Limited Common Element is not properly maintained or repaired the Association may perform such maintenance and repair and assess the Owner of the appurtenant Unit the reasonable cost thereof.

XX. MAINTENANCE AND REPAIR OF COMMON ELEMENTS.

The Unit Owners shall be jointly responsible for the maintenance, repair and appearance of the Common Elements. In the event that any Unit Owner is remiss in fulfilling the above responsibilities the Association may perform them and assess the errant Owner the proportionate reasonable cost thereof.

XXI. ASSOCIATION'S RIGHT OF ENTRY FOR MAINTENANCE, REPAIR, AND RECONSTRUCTION.

The Association shall have an irrevocable right and an easement to enter Units, and Common Elements for the purpose of maintenance, repair, and reconstruction specified in provisions XVIII, XIX and XX and when repairs reasonably appear necessary for public safety to prevent damage to other portions of the condominium. Except in cases involving manifest danger to public safety or property, the Association shall make a reasonable effort to give notice to the Owner of any Unit to be entered for such purposes.

No entry by the Association for these purposes may be considered a trespass.

XXII. EASEMENTS AND RESERVATIONS.

a) Unit owners shall have the right to use the existing driveway through the property which provides access to their respective units.

V 874 P 809

b) For Utilities. The Unit Owners, the Association, and the Declarant (until such time as their interest in the property terminates) shall each have easements for utility purposes, over, under, along and on any part of any unit, the Limited Common Elements and Common Element.

c) For maintenance, Alteration, and Repair. Each Unit Owner shall have an easement over and into the surfaces of the Limited Common Elements and Common Element abutting his, her, its or their unit for the purpose of maintenance, alteration and repair provided that this easement shall not be construed so as to allow the owner to impair the structural integrity of any portion of the property or to change the boundaries of the unit, or to interfere with the rights of the other Unit Owners in the Limited Common Elements or Common Element.

d) Easements Run With the Land. All easements and rights set forth in this Declaration run with the land and are subject to the reasonable control of the Association. No Unit Owner shall do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement or hereditament without first obtaining, in every such case, the written consent of the other Unit Owners.

e). There is an easement of record for use of Garmisch Resort Road for the owner of property lying North of the Condominium as follows: "This easement is for the personal use of Jean Funk, her heirs and assigns, and shall not provide public access for commercial purposes intrusive of the resort."

XXIII. INSURANCE.

Each Unit Owner shall obtain fire, casualty, and extended coverage insurance for their unit and limited common elements insuring against loss or damage by fire and other hazards for not less than the full replacement value of the property naming the Association as additional insured. The Association shall also obtain appropriate liability insurance, insuring Unit Owners, their assigns, successors in interest, agents and employees, against claims arising out of their ownership of, use, presence on or any other association with the Common Elements of the condominium. Such coverage shall be written on the property in the name of the Association as trustee for each of the Unit Owners, both collectively and individually, and their first mortgagees, as their interest

may appear. The proportion of coverage attributable to each unit owner shall be determined by a qualified insurance agent or broker selected by the Association. That same proportion shall be used to determine how much of the total premium charges for each year shall be assessed to each unit owner.

XXIV. COMMON EXPENSES AND SURPLUSES.

The expenses incurred by the Association in performing its responsibilities or otherwise duly incurred shall be called "Common Expenses". The Common Expenses shall be charged to the Unit Owners as follows: As long as Unit 9 is operated as a business, said unit owner shall pay three times the assessment an improved Unit pays (Units 1 through 8 & 10 through 13). The owners of the vacant units, until improvements are made thereon, shall pay one-third (1/3) of the annual amount assessed an improved Unit, (Units 1 through 8 & 10 through 13). The electric bill and maintenance for the two (2) utility buildings shown on the plat shall be part of the common expenses inasmuch as the same houses certain electrical, plumbing, well and septic system components for the lift station, etc. for use by all owners.

All Unit Owners shall be liable for all assessments, or installments thereof, coming due while owning a unit. Liability for assessments may not be avoided by waiver of the use and enjoyment of any Common Elements or by abandonment of the unit for which the assessments are made. All assessments, until paid, together with interest thereon not exceeding the highest rate then permitted by law and the actual costs of collection, shall constitute a lien on the unit on which it is assessed. The assertion and release of such lien shall be governed by Section 703.16 of the Wisconsin Condominium Ownership Act. However, this lien shall not apply to the interest of a first mortgage lender or a buyer in foreclosure proceedings who acquired his, her, its, or their interest pursuant to foreclosure proceedings or at a foreclosure sale. In addition the interest of any purchase money mortgagee shall be prior to the creation of the purchase money mortgage interest. Any Common Surpluses of the Association may be distributed among the Unit Owners or credited against any assessments outstanding against a Unit Owner in the same percentage governing the assessment.

V 874 P 811 -

XXV. SEPARATE TAXATION.

Every unit and its percentage interest in the Common Elements shall be deemed to be a separate parcel and subject to separate assessments and taxation for all types of taxes authorized by law including but not limited to, special ad valorem levies and special assessments. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each unit Owner shall pay his proportionate share thereof in accordance with the relative value of his or her unit, determined by the purchase price compared to the aggregate value of all units, determined by the aggregate purchase prices.

XXVI. UTILITIES.

Each unit shall be metered separately and paid through the association.

XXVII. CONVEYANCE AND DISPOSITION.

The legal description of each unit for all conveying purposes shall consist of a number designation as shown on the Condominium Plat recorded with this Declaration. Every deed, lease, mortgage or other instrument may legally describe a unit by its identifying number as shown on the plat, and every such description shall be deemed good and sufficient for all purposes, as provided by the Act. Each unit shall consist of the space enclosed and bounded as described in paragraph III above. Each Unit Owner shall have the right to mortgage or encumber his respective unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own Unit and his own respective ownership interest in the Common Elements.

XXVIII. CONDEMNATION. In the event of condemnation proceedings commenced against the condominium, including any Unit, Common Elements or portion thereof, the allocation of any award shall be governed by Section 703.19(3) of the Wisconsin Statutes, except that before a Unit Owner shall be paid any portion of the award, any unpaid first mortgagee of his interest shall be paid in full.

XXIX. AMENDMENT.

This Declaration may be amended only with the written consent of 75% of all Unit Owners and their first mortgagees. Any amendment so adopted shall be certified by

the resident and Secretary of the Association in a form suitable for recording and shall become effective upon recording with the Bayfield County Register of Deeds.

XXX. REVOCATION. This Declaration may be revoked and the property removed from the provisions of the Wisconsin Condominium Ownership Act by a duly recorded instrument to that effect. Section 703.28 of the Wisconsin Condominium Ownership Act shall govern such removal.

XXXI. ARBITRATION OF DISPUTES.

In the event the Unit Owners, per se, or as members or officers of the Association can not resolve differences of opinion on serious matter(s) which must be resolved in order that the intents and purposes of this declaration be carried out, any such disputant may give written notice to all Unit Owners that the matter(s) will be submitted for arbitration if not resolved within five days.

Upon receipt of this notice the disputants shall review the matter(s) in an effort to resolve them. If they remain unresolved at the end of the five (5) day period, the disputants shall attempt to agree on an arbitrator. If they can not, they shall each name a proposed arbitrator, and the two proposed arbitrators shall select a 3rd person and the three shall serve as an arbitration panel chaired by the 3rd person to resolve the dispute. The expense of the arbitration shall be shared equally by the disputants.

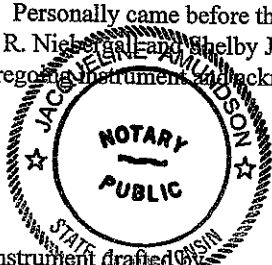
IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 2nd day of October, 2003.

Bruce Niebergall (SEAL)
Bruce R. Niebergall

Shelby Niebergall (SEAL)
Shelby J. Niebergall

STATE OF WISCONSIN)
)SS
SAWYER COUNTY)

Personally came before this 2nd day of October 2003 the above named Bruce R. Niebergall and Shelby J. Niebergall me known to be the persons who executed the foregoing instrument and acknowledge the same.



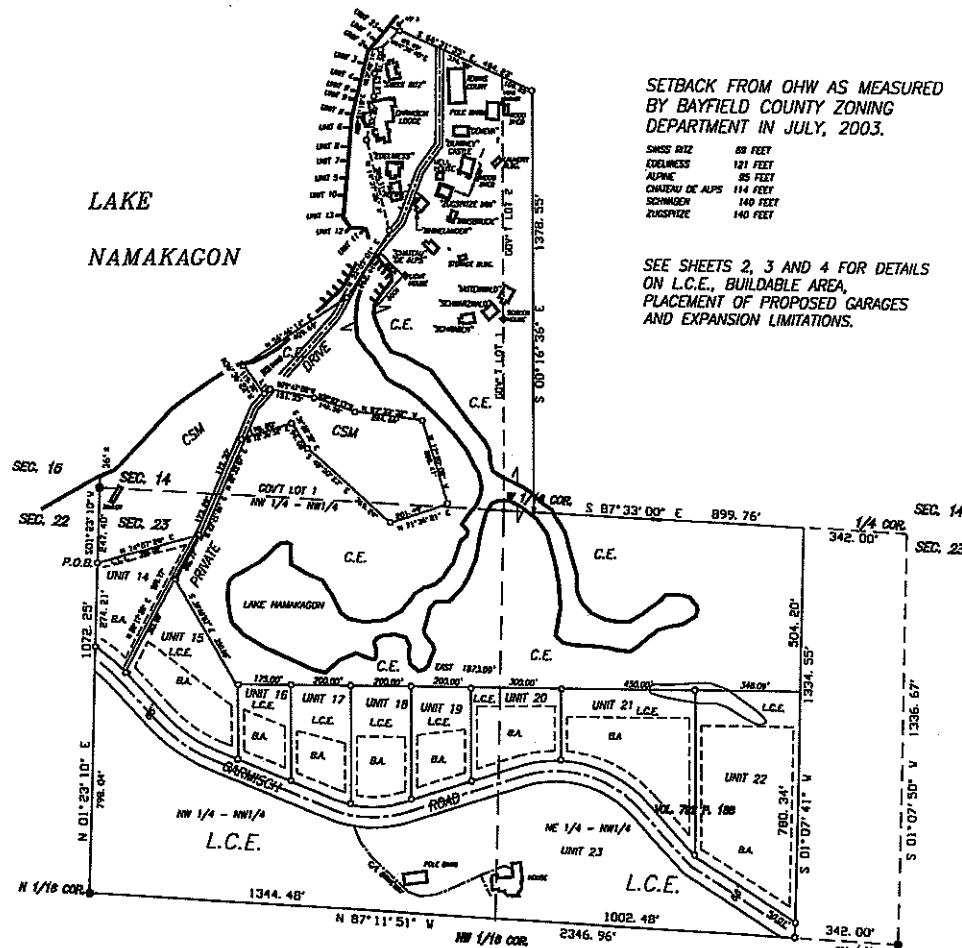
Jacqueline Amundson
Notary Public, Sawyer County, WI
My Commission expires 11-13-05

This instrument drafted by
Thomas W. Duffy, Hayward, WI

**CONDOMINIUM PLAT
GARMISCH USA CONDOMINIUM**

LOCATED IN GOVERNMENT LOT 1 AND PART OF GOVERNMENT LOT 2 OF SECTION 14
AND THE N 1/2 - NW 1/4 OF SECTION 23, ALL IN T. 43 N., R. 6 W.,
IN THE TOWN OF NAMAKAGON, BAYFIELD COUNTY, WISCONSIN.

*TOTAL PROPERTY: 90 AC.± (including lake bed and Carmisch Road))
APPROXIMATE LAKE FRONTAGE - 5000 FEET*



SETBACK FROM OHW AS MEASURED
BY BAYFIELD COUNTY ZONING
DEPARTMENT IN JULY, 2003.

SWISS RIZ	85 FEET
EXHIBITS	121 FEET
ALPINE	85 FEET
CHAPEAU DE ALPS	114 FEET
SCHNIGER	140 FEET
ZUGSPITZE	140 FEET

SEE SHEETS 2, 3 AND 4 FOR DETAILS
ON L.C.E., BUILDABLE AREA,
PLACEMENT OF PROPOSED GARAGES
AND EXPANSION LIMITATIONS.

LINK	BEARING	DISTANCE
L1	S 89°45'10" W	41.00
L2	S 89°45'10" W	13.33
L3	S 89°45'10" W	41.00

SURVEY BY _____
LARRY T NELSON
WIS REG NO 1276

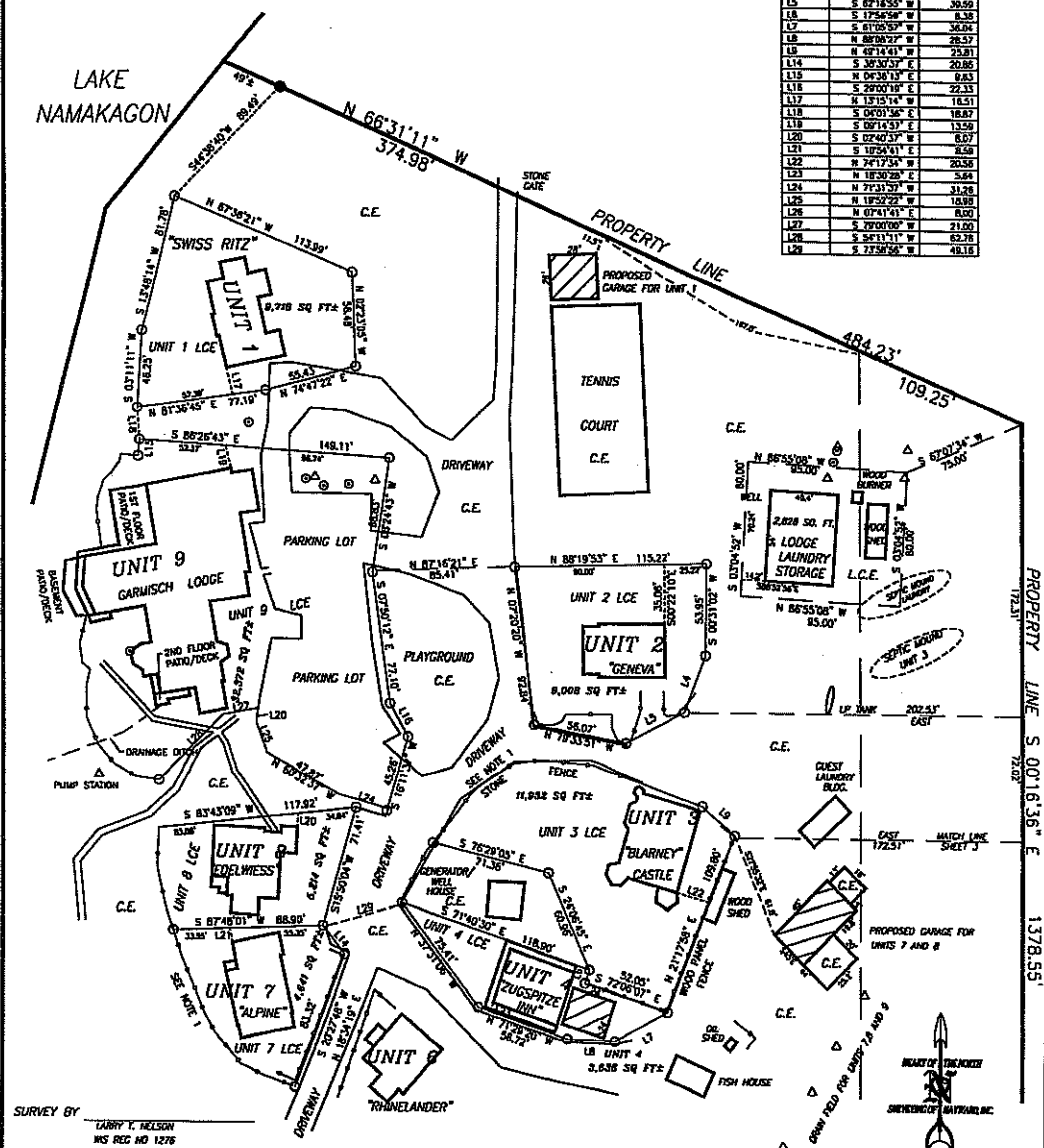


<p>LEGEND</p> <ul style="list-style-type: none"> ● MONUMENT, 2" BRASS CAP IRON PIPE, FOUND ○ SET 1" (OD) X 18" IRON PIPE, WT. 1.13 LBS./FT. △ SEPTIC VENT ⊙ CONCRETE SEPTIC COVER ▭ RETAINING WALL CE = COMMON ELEMENT LCE = LIMITED COMMON ELEMENT BA = BUILDABLE AREA 	<p>CLIENT: GARMISCH USA</p> <p>JOB: H010/02 SCALE: 1" = 300'</p> <p>DRAFTED BY: JRN DISK: 2002 FILE: H010_02</p> <p>SHEET 1 OF 13 SHEETS</p>	<p>HEART OF THE NORTH SURVEYING OF HAYWARD, INC.</p> <p>10339 N. DUFFY ROAD PH: 715/634-2442 HAYWARD, WISCONSIN 54843 FAX: 715/634-6444 E-MAIL: honsurveying@yahoo.com</p>
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CONDOMINIUM PLAT
GARMISCH USA CONDOMINIUM

LOCATED IN GOVERNMENT LOT 1 AND PART OF GOVERNMENT LOT 2 OF
 SECTION 14 AND THE N 1/2 - NW 1/4 OF SECTION 23, ALL IN
 T. 43 N., R. 6 W., IN THE TOWN OF NAMAKAGON, BAYFIELD COUNTY, WISCONSIN.

LINE	Bearing	DISTANCE
L4	S 20°40'55" W	35.55
L5	S 07°18'55" W	30.50
L6	S 17°54'59" W	8.35
L7	S 07°05'57" W	36.04
L8	N 08°08'27" W	28.57
L9	N 08°14'41" W	25.81
L14	S 30°30'57" E	20.85
L15	N 04°36'15" E	9.83
L16	S 09°00'18" E	22.33
L17	N 13°15'14" W	16.31
L18	S 09°01'36" E	18.87
L19	S 09°14'57" E	13.59
L20	S 02°40'57" W	8.07
L21	S 10°59'41" E	8.54
L22	N 74°17'54" W	20.55
L23	N 18°30'28" E	5.84
L24	N 72°33'27" W	31.28
L25	N 18°23'22" W	10.96
L26	N 07°41'41" E	8.00
L27	S 70°00'00" W	21.00
L28	S 34°11'11" W	62.78
L29	S 73°36'56" W	48.16



SURVEY BY
 LARRY T. NELSON
 WS REG NO 1276

NOTE 1: L.C.E. EXTENDS TO RETAINING WALL



LEGEND
 ● MONUMENT, 2" BRASS CAP IRON PIPE, FOUND
 ○ SET 1"000" X 1/8" IRON PIPE, W.T. L.I.J. //PT.
 ⊕ SEPTIC VENT
 ⊙ CONCRETE SEPTIC COVER
 ——— RETAINING WALL
 C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT
 D.C. = DEDICATED AREA

CLIENT: GARMISCH USA
 JOB: H010/02
 SCALE: 1" = 50'
 DRAFTED BY: JRN
 DISK: 2002
 FILE: H010_02
 SHEET 2 OF 13 SHEETS

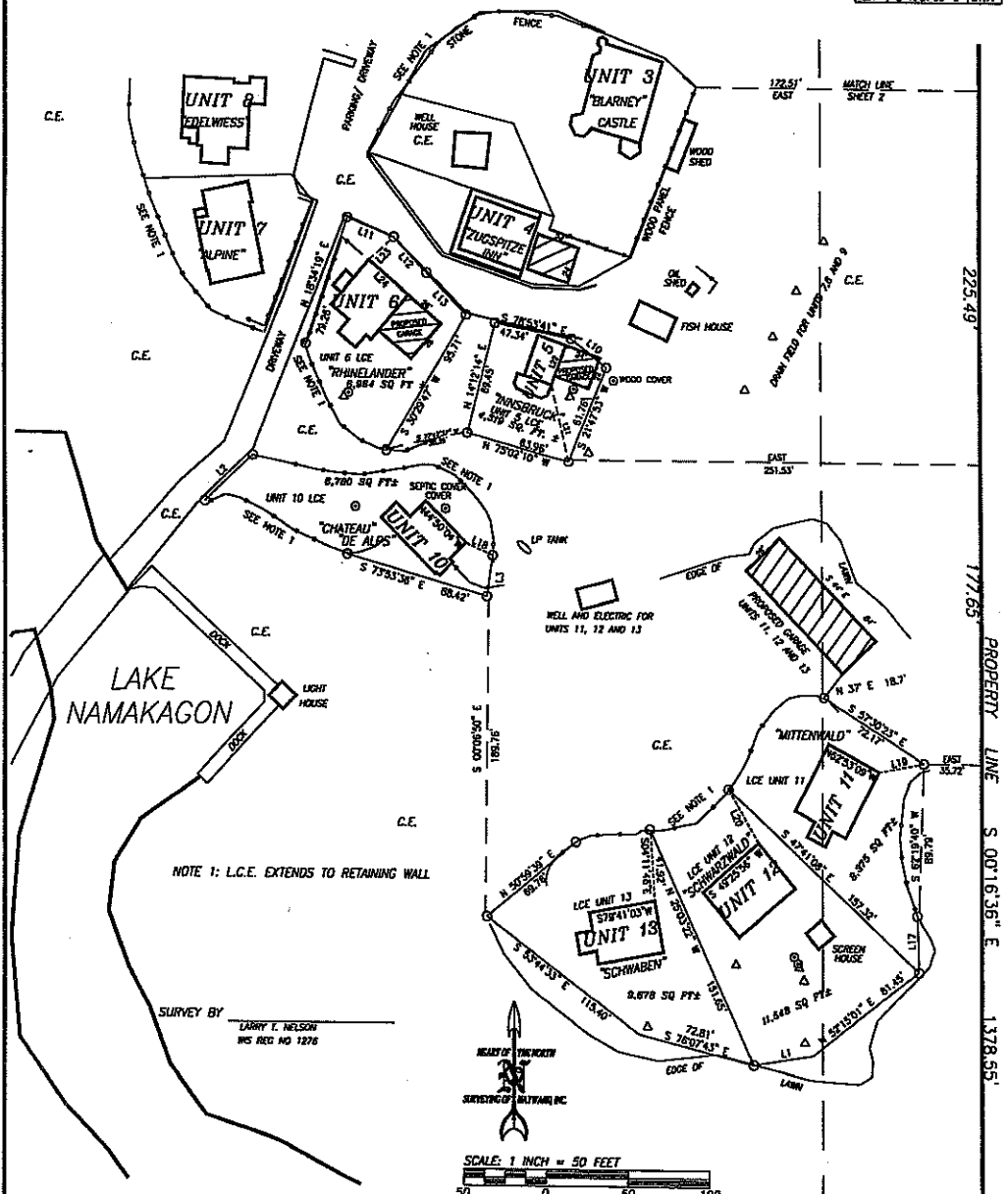
HEART OF THE NORTH SURVEYING OF HAYWARD, INC.
 10330 N. DUFFY ROAD
 HAYWARD, WISCONSIN 54843
 E-MAIL: honsurveying@yahoo.com
 PH: 715/634-2442
 FAX: 715/634-6444

V874 P815

**CONDOMINIUM PLAT
GARMISCH USA CONDOMINIUM**

LOCATED IN GOVERNMENT LOT 1 AND PART OF GOVERNMENT LOT 2 OF
SECTION 14 N 1/2 - NW 1/4 OF SECTION 23, ALL IN T. 43 N., R. 6 W.,
IN THE TOWN OF NAMAKAGON, BAYFIELD COUNTY, WISCONSIN.

LINE	BEARING	DIST.
L1	N 89°48'00" E	38.41
L2	S 47°24'00" W	38.06
L3	N 08°16'58" E	24.71
L10	S 50°41'08" E	27.43
L11	S 67°58'18" E	30.77
L12	S 45°33'02" E	28.04
L13	S 44°16'58" E	34.40
L17	N 02°04'42" W	32.80
L18	N 89°13'25" W	17.92
L19	S 79°21'53" W	27.87
L20	S 30°01'10" E	36.56
L21	N 12°30'26" W	47.85
L22	N 20°11'46" E	25.90
L23	S 47°27'04" W	28.45
L24	S 49°37'00" E	31.37



LEGEND
 ● MONUMENT, 2" BRASS CAP IRON PIPE, FOUND
 ○ SET 1"ØØ X 18" IRON PIPE, WT. 1.13 LBS.
 ▲ SEPTIC VENT
 □ CONCRETE SEPTIC COVER
 ○ REINFORCING WALL
 C.E. = COMMON ELEMENT
 L.C.E. = LIMITED COMMON ELEMENT
 SH = BUSHING AREA

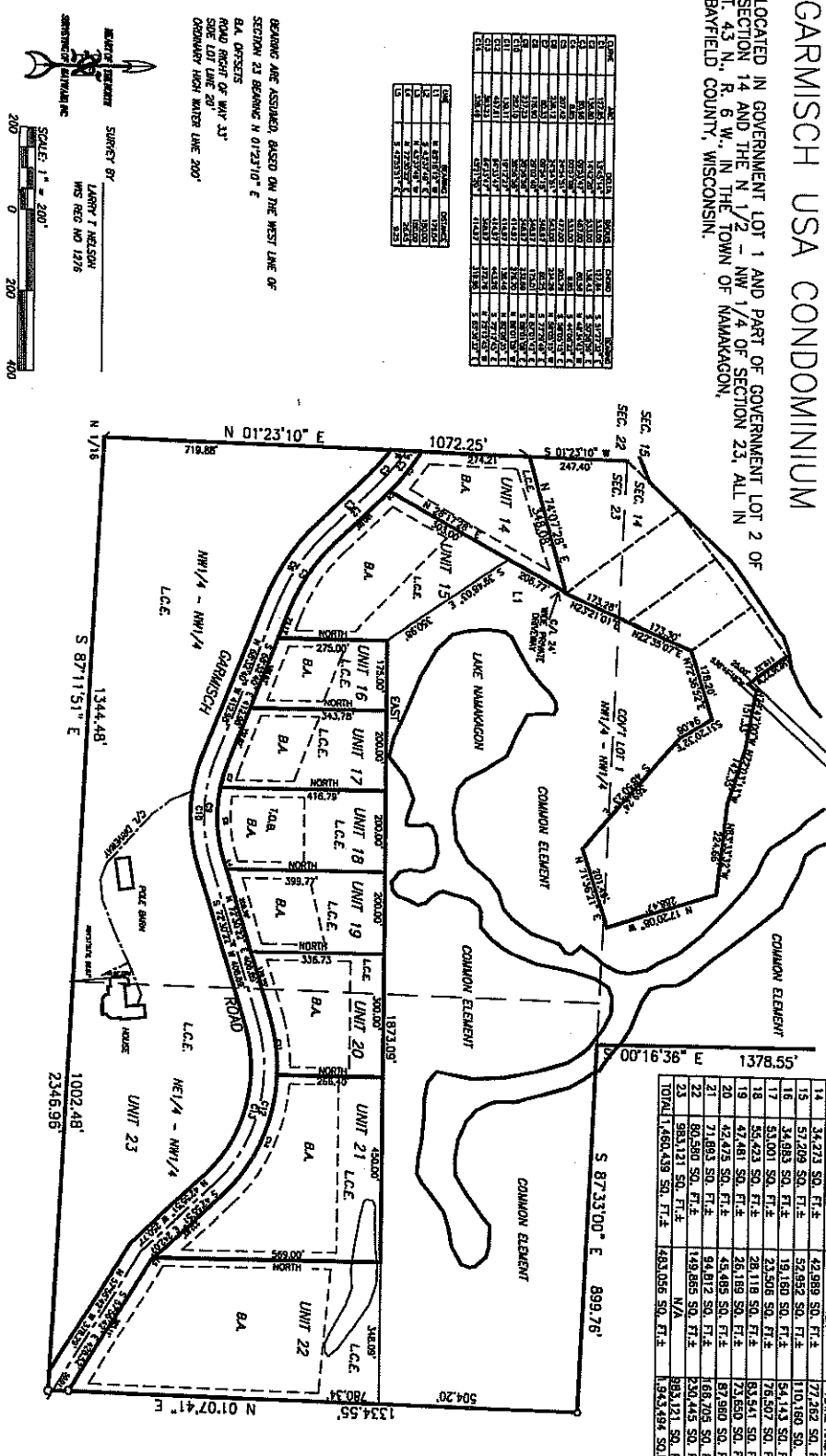
CLIENT: GARMISCH USA
 JOB: 1010/02
 SCALE: 1" = 50'
 DRAFTED BY: JRM
 DISK: 2002
 FILE: 1010_02
 SHEET 3 OF 13 SHEETS

**HEART OF THE NORTH
SURVEYING OF HAYWARD, INC.**
 10339 N. DUFFY ROAD PH: 715/634-2442
 HAYWARD, WISCONSIN 54843 FAX: 715/634-6444
 E-MAIL: honsurveying@yahoo.com

CONDOMINIUM PLAT GARMISCH USA CONDOMINIUM

LOCATED IN GOVERNMENT LOT 1 AND PART OF GOVERNMENT LOT 2 OF SECTION 14 AND THE N 1/2 - NW 1/4 OF SECTION 23, ALL IN T. 43 N., R. 6 W., IN THE TOWN OF NAMAQUAGON, BAYFIELD COUNTY, WISCONSIN.

UNIT	NO.	AREA (SQ. FT.)	TYPE
1	1	1,016.00	BA
2	2	1,016.00	BA
3	3	1,016.00	BA
4	4	1,016.00	BA
5	5	1,016.00	BA
6	6	1,016.00	BA
7	7	1,016.00	BA
8	8	1,016.00	BA
9	9	1,016.00	BA
10	10	1,016.00	BA
11	11	1,016.00	BA
12	12	1,016.00	BA
13	13	1,016.00	BA
14	14	1,016.00	BA
15	15	1,016.00	BA
16	16	1,016.00	BA
17	17	1,016.00	BA
18	18	1,016.00	BA
19	19	1,016.00	BA
20	20	1,016.00	BA
21	21	1,016.00	BA
22	22	1,016.00	BA
23	23	1,016.00	BA
24	24	1,016.00	BA
25	25	1,016.00	BA
26	26	1,016.00	BA
27	27	1,016.00	BA
28	28	1,016.00	BA
29	29	1,016.00	BA
30	30	1,016.00	BA
31	31	1,016.00	BA
32	32	1,016.00	BA
33	33	1,016.00	BA
34	34	1,016.00	BA
35	35	1,016.00	BA
36	36	1,016.00	BA
37	37	1,016.00	BA
38	38	1,016.00	BA
39	39	1,016.00	BA
40	40	1,016.00	BA
41	41	1,016.00	BA
42	42	1,016.00	BA
43	43	1,016.00	BA
44	44	1,016.00	BA
45	45	1,016.00	BA
46	46	1,016.00	BA
47	47	1,016.00	BA
48	48	1,016.00	BA
49	49	1,016.00	BA
50	50	1,016.00	BA
51	51	1,016.00	BA
52	52	1,016.00	BA
53	53	1,016.00	BA
54	54	1,016.00	BA
55	55	1,016.00	BA
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66	66	1,016.00	BA
67	67	1,016.00	BA
68	68	1,016.00	BA
69	69	1,016.00	BA
70	70	1,016.00	BA
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72	72	1,016.00	BA
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88	88	1,016.00	BA
89	89	1,016.00	BA
90	90	1,016.00	BA
91	91	1,016.00	BA
92	92	1,016.00	BA
93	93	1,016.00	BA
94	94	1,016.00	BA
95	95	1,016.00	BA
96	96	1,016.00	BA
97	97	1,016.00	BA
98	98	1,016.00	BA
99	99	1,016.00	BA
100	100	1,016.00	BA



UNIT	L.C.E. AREA	BA AREA	TOTAL AREA
1	34,273	50	77,262
2	34,273	50	77,262
3	34,273	50	77,262
4	34,273	50	77,262
5	34,273	50	77,262
6	34,273	50	77,262
7	34,273	50	77,262
8	34,273	50	77,262
9	34,273	50	77,262
10	34,273	50	77,262
11	34,273	50	77,262
12	34,273	50	77,262
13	34,273	50	77,262
14	34,273	50	77,262
15	34,273	50	77,262
16	34,273	50	77,262
17	34,273	50	77,262
18	34,273	50	77,262
19	34,273	50	77,262
20	34,273	50	77,262
21	34,273	50	77,262
22	34,273	50	77,262
23	34,273	50	77,262
TOTAL	1,460,439	50	1,943,494

BEARING ARE ASSUMED, BASED ON THE WEST LINE OF SECTION 23 BEARING N 01°23'10" E
 ROAD OFFSETS
 ROAD RIGHT OF WAY 33'
 SOLE LOT LINE 20'
 ORDINARY HIGH WATER LINE 200'

HEART OF THE NORTH SURVEY OF HAYWARD, INC.
 LARRY T. NELSON
 MS REG NO 12916

SCALE: 1" = 200'

CLIENT: GARMISCH USA
 JOB: 0410/02

SCALE: 1" = 200'
 DATE: 04/02/06
 FILE: 0410.02

HEART OF THE NORTH SURVEY OF HAYWARD, INC.
 LARRY T. NELSON
 MS REG NO 12916
 PHONE: 715/534-4444
 FAX: 715/534-4444
 E-MAIL: larry@heartofthenorth.com

**CONDOMINIUM PLAT
GARMISCH USA CONDOMINIUM
LOCATED IN GOVERNMENT LOT 1 AND PART OF GOVERNMENT LOT 2 OF
SECTION 14 AND THE N 1/2 - NW 1/4 OF SECTION 23, ALL IN T. 43 N., R. 6 W.,
IN THE TOWN OF MAKAHOGON, BAYFIELD COUNTY, WISCONSIN.**

SURVEYOR'S CERTIFICATE

I, Larry T. Nelson, registered land surveyor in the State of Wisconsin, hereby certify:

That on the order of Bruce and Shelly Mueser, owners, I have surveyed and mapped GARMISCH USA CONDOMINIUM, located in Government Lot 1 and Part of Government Lot 2 of Section 14 and the N 1/2 of the NW 1/4 of Section 23, all in T. 43 N., R. 6 W., in the Town of Makhogon, Bayfield County, Wisconsin, and described as follows:

To locate the Point of Beginning, commence at the NW corner of said Section 23 and run S 01°23'10" W, 247.40 feet, along the west line of said Section 23 to the Point of Beginning.

Thence from said Point of Beginning by angles and bounds:

Leaving said west line, N 74°07'26" E, 348.09 feet; Thence N 23°21'01" E, 173.28 feet; Thence N 72°38'52" E, 172.420 feet; Thence S 31°20'32" E, 344.08 feet; Thence S 45°50'23" E, 359.24 feet; Thence N 71°35'21" E, 201.48 feet; Thence N 17°20'07" W, 238.47 feet; Thence S 63°33'22" W, 224.69 feet; Thence N 72°03'13" W, 142.25 feet; Thence N 07°49'00" W, 101.31 feet; Thence S 35°46'15" W, 253.04 feet; Thence N 55°38'22" W, 119.32 feet; to a meander corner near the water's edge of Lake Kemadogon; Thence along a meander line near the water's edge, N 07°13'35" W, 152.75 feet; Thence S 71°03'01" E, 252.24 feet; Thence S 27°48'47" W, 384.11 feet; Thence N 02°11'31" E, 107.20 feet; Thence N 01°35'41" W, 152.75 feet; Thence S 71°03'01" E, 252.24 feet; Thence S 27°48'47" W, 384.11 feet; Thence N 02°11'31" E, 107.20 feet; Thence S 07°16'37" E, 137.825 feet to the north line of said Section 23; Thence along said north line, S 68°17'35" E, 484.23 feet; Thence S 07°16'37" E, 137.825 feet to the N 1/4 of the NW 1/4 of said Section 23; Thence along said north line, S 67°33'00" E, 689.78 feet; Thence S 01°07'41" W, 133.445 feet to the south line of said Section 23; Thence along said west line, N 01°23'10" E, 107.235 feet to the Point of Beginning.

Preceding sections 80 acres, more or less, including that land lying between the meander line and the water's edge of Lake Kemadogon and the extension thereof to the water's edge and excluding that land lying below the ordinary high water line of Lake Kemadogon and that land lying within the right-of-way of Garmisch Road.

Subject to all existing easements and reservations and rights-of-way, if any.

That I have fully complied with Chapter 703 of the Wisconsin Statutes, Chapter KE-7 of the Wisconsin Administrative Code and the Bayfield County Subdivision Control Ordinance in making same.

That this plat is correct representation of GARMISCH USA CONDOMINIUM and the identification of each unit, common elements, limited common elements and suitable area can be determined from this plat and

That said survey and plat are correct to the best of my knowledge and belief.

Larry T. Nelson, RLS-1278 Dated this _____ day of _____, 2003

BAYFIELD COUNTY ZONING APPROVAL

Approved this _____ day of _____, 2003.

Karl Kautzsky - Zoning Administrator

UNIT NAME	50 FT	EMPAISON AREA	USE AREA
1. SEAS RISE HILLS	1850	4624	5718
2. BIRCH HILLS	1216	3004	3692
3. GARDNER CASTLE	3700	9276	11532
4. ZIMMERMAN NW	2032	5080	6350
5. HARBORVIEW HILLS	483	1208	1512
6. BIRCHWOOD HILLS	1120	2800	3520
7. ALPINE HILLS	1570	3925	4911
8. BIRCHWOOD HILLS	1400	3500	4375
9. GARDNER LODGE	1310	3275	4094
10. CHERRY DE ALPS	1527	3818	4773
11. BIRCHWOOD HILLS	1527	3818	4773
12. SCHENKMAN HILLS	1527	3818	4773
13. SCHENKMAN HILLS	1232	3080	3850

CERTIFICATES

HEART OF THE NORTH SURVEYING OF HAYWARD, INC.

3033 N. DUFF ROAD
HAYWARD, WI 54945
PH: 715/834-8446
FAX: 715/834-8444
E-MAIL: hnsurvey@earthlink.com

REGISTERED SURVEYOR 4689
JOB: 0010/02

2002 2001
FIELD SURVEIL
SHEET 8 OF 13 SHEETS

HEART OF THE NORTH
SURVEYING OF HAYWARD, INC.

3033 N. DUFF ROAD
HAYWARD, WI 54945
PH: 715/834-8446
FAX: 715/834-8444
E-MAIL: hnsurvey@earthlink.com

BAYFIELD COUNTY ZONING REQUIREMENT

WITH RESPECT TO SUCH STRUCTURES LOCATED FRONT (40) OR REAR FEET BUT LESS THAN SEVENTY-FIVE (75) FEET FROM THE ORDINARY HIGH WATER MARK, ONLY ONE ADDITIONAL UNIT BE PERMITTED AND:

1. THE RESULTING STRUCTURE SHALL NOT EXCEED THIRTY-TWO (32) FEET IN HEIGHT AS SHOWN IN SECTION 13-1-20(0)
2. THE ADDITION SHALL BE WITHIN THE EXISTING FOOTPRINT ON LOTS AND THEREAS AND SHALL NOT INCREASE THE EXISTING FOOTPRINT BY MORE THAN FIFTY PERCENT (50%) FOR NON-WATER USE. THE RESULTING FOOTPRINT FOR THE EXISTING STRUCTURE AND ADDITIONAL STRUCTURE SHALL NOT EXCEED THE EXISTING FOOTPRINT OF THE EXISTING STRUCTURE. THE FOOTPRINT OF THE EXISTING STRUCTURE AND THE ADDITIONAL STRUCTURE SHALL NOT EXCEED THE HUNDRED (100) SQUARE FEET IF THE ADDITION DOES NOT INCREASE THE FOOTPRINT.
3. THE RESULTING STRUCTURE SHALL NOT EXCEED ONE THOUSAND NINE HUNDRED (1900) SQUARE FEET OF FLOOR (CALCULATED IN A TRIANGULAR PLANNED UNIT DEVELOPMENT) AREA.
4. THE RESULTING STRUCTURE SHALL NOT EXCEED TWO THOUSAND FIVE HUNDRED (2500) FEET OF EXPOSED EXTERIOR WALL (CALCULATED FOR ALL STORIES EXCLUDING THE BASEMENT).

NO NEW OR REAR BASEMENT FOR THE EXISTING STRUCTURE OR ANY ADDITIONAL STRUCTURE SHALL BE PERMITTED, THOUGH A BASEMENT WALL BE CONSTRUCTED UNDER A PERMITTED LATERAL ADDITION AND

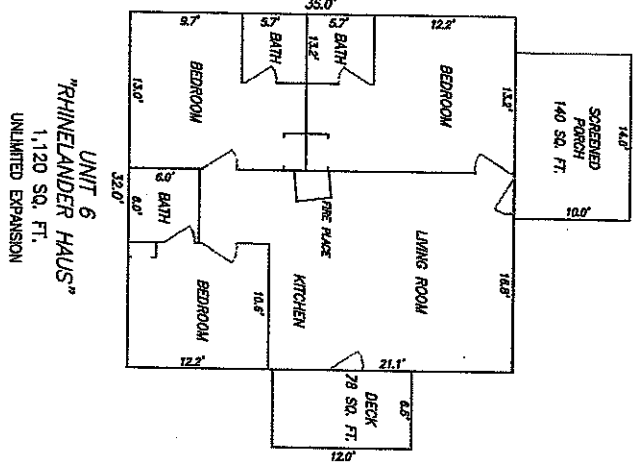
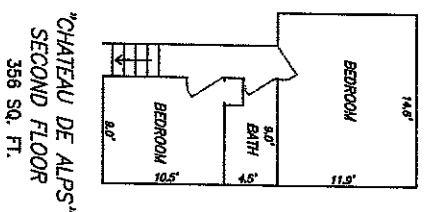
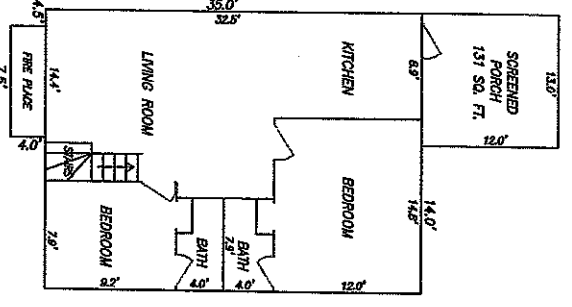
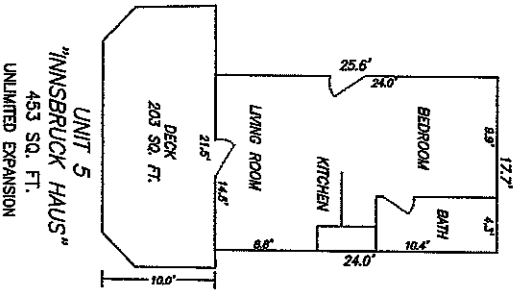
ANY EXPANSION OR OTHER IMPROVEMENT SHALL REQUIRE A LAND USE PERMIT AND THE ADDITIONAL REQUIREMENTS OF PARAGRAPH (C) SHALL APPLY.

ADDITIONAL REQUIREMENTS FOR NONCONFORMING BUILDINGS AND STRUCTURES IN PLANNED UNIT DEVELOPMENTS AND OTHER MULTIPLE UNIT DEVELOPMENTS:

- A. EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPHS (4B), NONCONFORMING BUILDINGS AND STRUCTURES IN PLANNED UNIT DEVELOPMENTS, CONDOMINIUM DEVELOPMENTS, OR OTHER DEVELOPMENTS INCLUDING A MULTIPLE UNIT DWELLING (MUD), THIS SECTION SHALL BE SUBJECT TO PARAGRAPHS (C) (2) AND (3) AND (4) AND (5) AND THE PROVISIONS OF SECTION 13-1-40 (3) (4) AND (5) WHICH ARE NOT CONFORMING UNIT RESPECT TO SUCH STRUCTURES THAT PARAGRAPH 13-1-40 (3) (4) & (5) SHALL APPLY TO SUCH STRUCTURES LOCATED 40 OR MORE FEET BUT LESS THAN 200 FEET FROM THE ORDINARY HIGH WATER MARK. THE EXPANSIONS AND IMPROVEMENTS PERMITTED UNDER SAID PROVISIONS SHALL BE PERMITTED EVEN IF THE DEVELOPMENT IS NONCONFORMING WITH RESPECT TO OPEN SPACE REQUIREMENTS.

CONDOMINIUM PLAT
 GARMISCH USA CONDOMINIUM
 LOCATED IN GOVERNMENT LOT 1 AND PART OF GOVERNMENT LOT 2 OF SECTION 14 AND THE N 1/2 - NW 1/4 OF SECTION 23, ALL IN T. 43 N., R. 6 W., IN THE TOWN OF NAMAKAGON, BAYFIELD COUNTY, WISCONSIN.

NOTE: INTERIOR DIMENSIONS DO NOT INCLUDE WALLS
 NOTE: ANY EXPANSION, IF ALLOWED, REQUIRES GARMISCH USA CONDOMINIUM ASSOCIATION APPROVAL AND BAYFIELD COUNTY ZONING APPROVAL. NO EXPANSION WILL BE ALLOWED WITHIN 200 FEET OF THE ORDINARY HIGH WATER LINE OF LAKE NAMAKAGON



FLOOR PLANS

CLIENT: GARMISCH USA
 JOB: H010/02

SCALE: 1" = 8'
 DESK: 2001
 FILE: H010/02

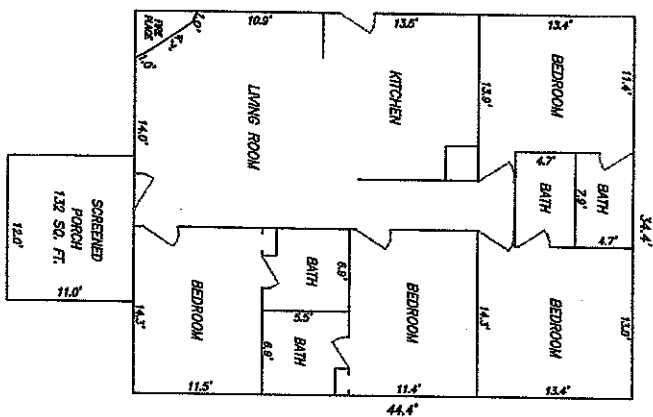
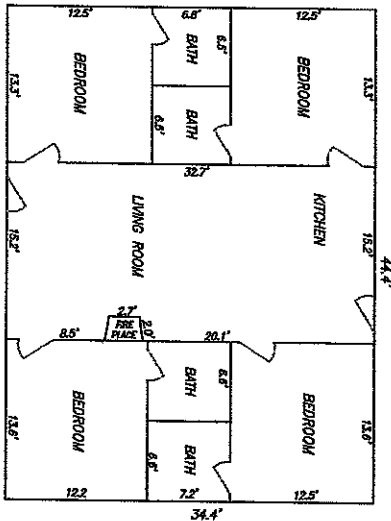
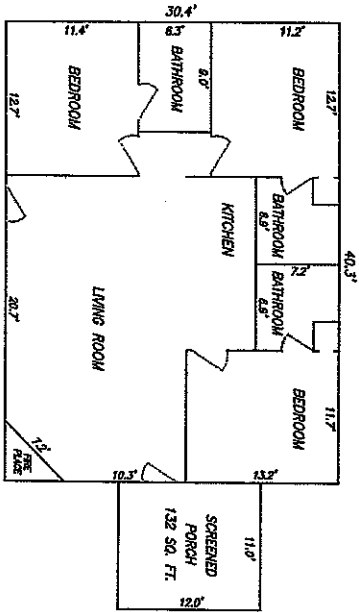
DRAWN BY: JIN
 SHEET 8 OF 13 SHEETS

HEART OF THE NORTH
 SURVEYING OF HAYWARD, INC.
 205 W. 15TH ST., SUITE 204
 WAUKESHA, WISCONSIN 53191
 PHONE: 715.855.3111
 FAX: 715.855.3112
 WWW: HEARTOFTHENORTH.COM

CONDOMINIUM PLAT
 GARMISCH USA CONDOMINIUM
 LOCATED IN GOVERNMENT LOT 1 AND PART OF GOVERNMENT LOT 2 OF
 SECTION 14 AND THE N 1/2 - NW 1/4 OF SECTION 25, ALL IN T. 43 N., R. 6 W.,
 IN THE TOWN OF NAMAKAGON, BAYFIELD COUNTY, WISCONSIN.

NOTE: INTERIOR DIMENSIONS DO NOT INCLUDE WALLS

NOTE: ANY EXPANSION, IF ALLOWED, REQUIRES GARMISCH USA CONDOMINIUM ASSOCIATION APPROVAL AND BAYFIELD COUNTY ZONING APPROVAL. NO EXPANSION WILL BE ALLOWED WITHIN 200 FEET OF THE ORDINARY HIGH WATER LINE OF LAKE NAMAKAGON



FLOOR PLANS

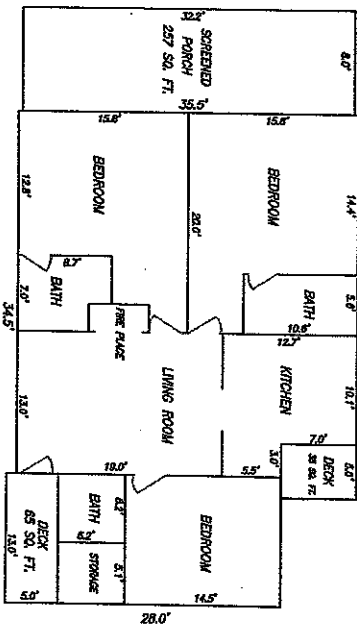
GARMISCH USA 406 HO10/02	SCALE 1" = 8' DSK: 2001 FILE HO10.02	DRAWN BY: JEN SHEET 7 OF 13 SHEETS	HEART OF THE NORTH SURVEYING OF HAYWARD, INC. 1000 N. PERRY ROAD HAYWARD, WISCONSIN 54940 PH: 715-831-3444 FAX: 715-831-3444 WWW.HEARTOFTHENORTH.COM
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**CONDOMINIUM PLAT
GARMISCH USA CONDOMINIUM**

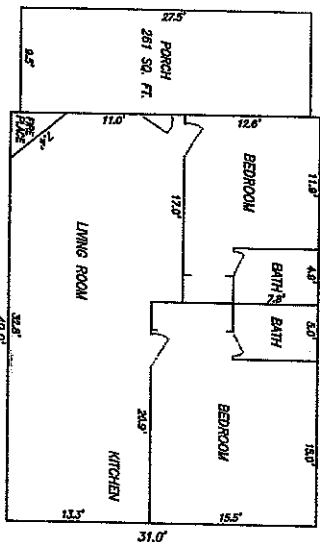
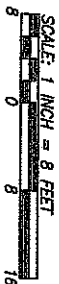
LOCATED IN GOVERNMENT LOT 1 AND PART OF GOVERNMENT LOT 2 OF SECTION 14 AND THE N 1/2 - NW 1/4 OF SECTION 23, ALL IN T. 43 N., R. 6 W., IN THE TOWN OF NAWAKAGON, BAYFIELD COUNTY, WISCONSIN.

NOTE: INTERIOR DIMENSIONS DO NOT INCLUDE WALLS

NOTE: ANY EXPANSION, IF ALLOWED, REQUIRES GARMISCH USA CONDOMINIUM ASSOCIATION APPROVAL, AND BAYFIELD COUNTY ZONING APPROVAL. NO EXPANSION WILL BE ALLOWED WITHIN 200 FEET OF THE ORDINARY HIGH WATER LINE OF LAKE NAWAKAGON



- 1.) NO FOOTPRINT EXPANSION
- 2.) SECOND STORY ONLY EXPANSION OF APPROXIMATELY 825 SQ. FT.
- 3.) NO ATTACHED GARAGE



FLOOR PLANS

GLENF GARMISCH USA
408 H010.02

SCALE: 1" = 8'
DSK: 2001
FILE: H010.02

DRAWN BY: JRM
SHEET 8 OF 13 SHEETS

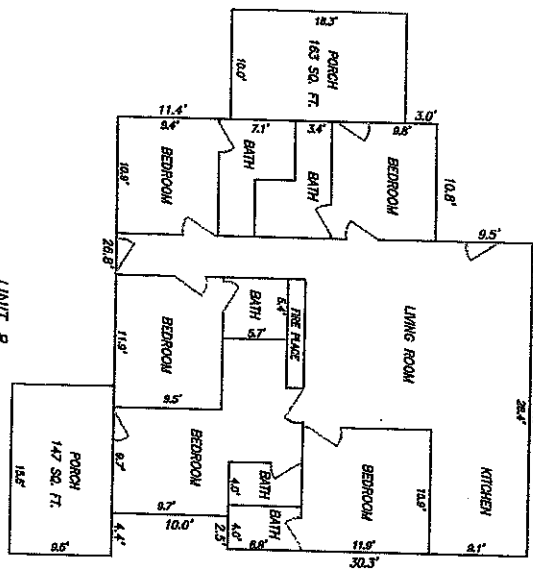
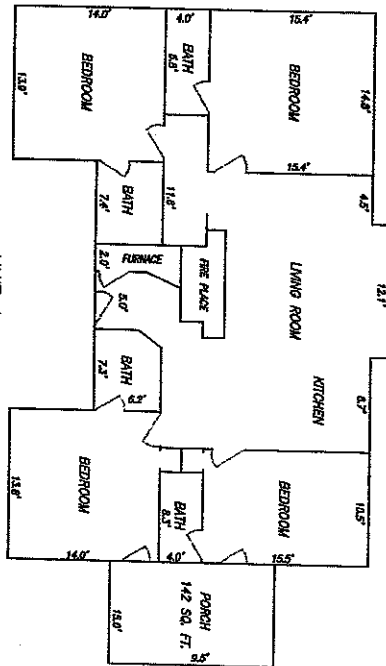
HEART OF THE NORTH
SURVEYING OF HAYWARD, INC.
1000 S. GARY ROAD
HAYWARD, WISCONSIN 54940
PH: 715/254-2145
FAX: 715/254-2146
www.heartofthenorth.com

CONDOMINIUM PLAT
GARMISCH USA CONDOMINIUM

LOCATED IN GOVERNMENT LOT 1 AND PART OF GOVERNMENT LOT 2 OF SECTION 14 AND THE N 1/2 - NW 1/4 OF SECTION 23, ALL IN T. 43 N., R. 6 W., IN THE TOWN OF NAMAKAGON, BAYFIELD COUNTY, WISCONSIN.

NOTE: INTERIOR DIMENSIONS DO NOT INCLUDE WALLS

NOTE: ANY EXPANSION, IF ALLOWED, REQUIRES GARMISCH USA CONDOMINIUM ASSOCIATION APPROVAL AND BAYFIELD COUNTY ZONING APPROVAL. NO EXPANSION WILL BE ALLOWED WITHIN 200 FEET OF THE ORDINARY HIGH WATER LINE OF LAKE NAMAKAGON



FLOOR PLANS

CLIENT: GARMISCH USA
JOB: H010/02

SCALE: 1" = 8'
DATE: 2001
FILE: H010_02

DRAWN BY: DMW
SHEET 2 OF 13 SHEETS

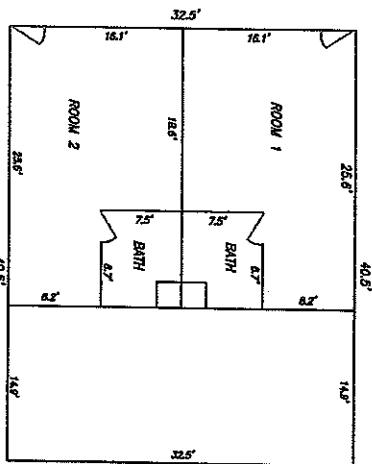
HEART OF THE NORTH
SURVEYING OF HAYWARD, INC.
1025 N. GERTY ROAD
HAYWARD WISCONSIN 54940
PH: 715/821-4144
FAX: 715/821-4145

**CONDOMINIUM PLAT
GARMISCH USA CONDOMINIUM**

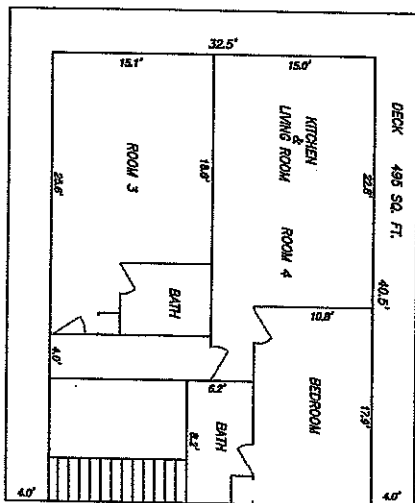
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NOTE: INTERIOR DIMENSIONS DO NOT INCLUDE WALLS

NOTE: ANY EXPANSION, IF ALLOWED, REQUIRES GARMISCH USA CONDOMINIUM ASSOCIATION APPROVAL AND BAYFIELD COUNTY ZONING APPROVAL. NO EXPANSION WILL BE ALLOWED WITHIN 200 FEET OF THE ORDINARY HIGH WATER LINE OF LAKE NAMAKAGON



**UNIT 4
"ZUGSPITZE INN" FIRST FLOOR
1,316 SQ. FT.**



**"ZUGSPITZE INN" SECOND FLOOR
1,316 SQ. FT.**

- 1.) FOOTPRINT EXPANSION OF 160 SQ. FT.
- 2.) EXPANSION FOR FIRST AND SECOND FLOORS TO EQUAL 2,500 SQ. FT.
- 3.) NO ATTACHED GARAGE



FLOOR PLANS

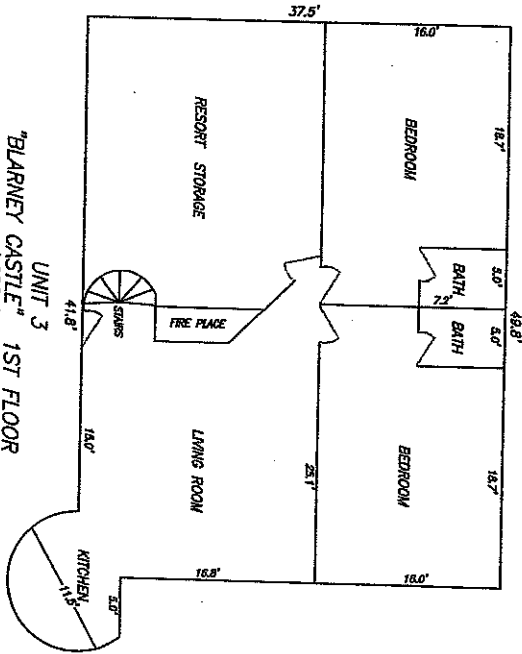
<p>GARMISCH USA JOB: H010/02</p>	<p>SCALE: 1" = 8' DISK: 2001 FILE: H010.L02</p>	<p>DESIGNED BY: JWH SHEET 10 OF 13 SHEETS</p>	<p>HEART OF THE NORTH SURVEYING OF HAYWARD, INC. 1000 S. GARDNER ROAD MILWAUKEE, WI 53227 TEL: 778/244-4444 WWW.HEARTOFTHENORTH.COM</p>
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**CONDOMINIUM PLAT
GARMISCH USA CONDOMINIUM**

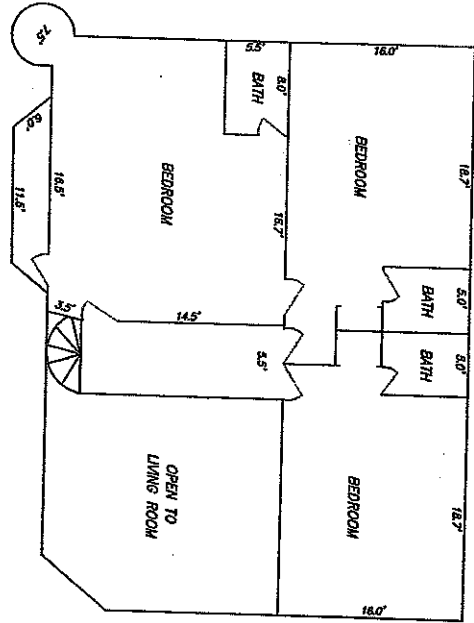
LOCATED IN GOVERNMENT LOT 1 AND PART OF GOVERNMENT LOT 2 OF SECTION 14 AND THE N 1/2 - NW 1/4 OF SECTION 23, ALL IN T. 43 N., R. 6 W., IN THE TOWN OF NAMAKAGON, BAYFIELD COUNTY, WISCONSIN.

NOTE: INTERIOR DIMENSIONS DO NOT INCLUDE WALLS

NOTE: ANY EXPANSION, IF ALLOWED, REQUIRES GARMISCH USA CONDOMINIUM ASSOCIATION APPROVAL AND BAYFIELD COUNTY ZONING APPROVAL. NO EXPANSION WILL BE ALLOWED WITHIN 200 FEET OF THE ORDINARY HIGH WATER LINE OF LAKE NAMAKAGON



"BLARNEY CASTLE" 1ST FLOOR
1,900 SQ. FT.
UNLIMITED EXPANSION



"BLARNEY CASTLE" 2ND FLOOR
1,800 SQ. FT.
UNLIMITED EXPANSION



FLOOR PLANS

CLIENT: GARMISCH USA
JOB: H010/02

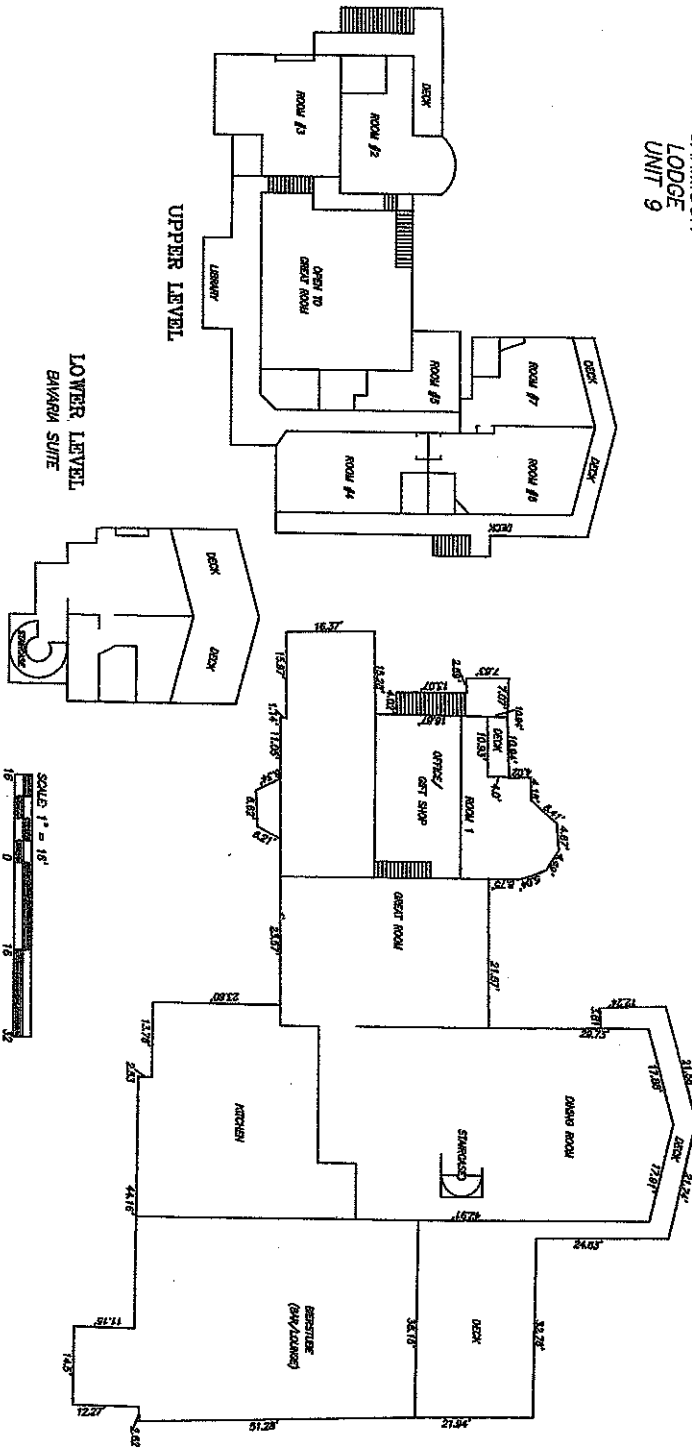
SCALE: 1" = 8'
DATE: 2001
FILE: H010.02

DRAWN BY: JHR
SHEET 11 OF 13 SHEETS

HEART OF THE NORTH
SURVEYING OF HAYWARD, INC.
1100 N. GARY RD
PO BOX 100
HAYWARD, WISCONSIN 54943
TEL: 715-231-4444
FAX: 715-231-4444
www.heartofthenorth.com

CONDOMINIUM PLAT
GARMISCH USA CONDOMINIUM
 LOCATED IN GOVERNMENT LOT 1 AND PART OF GOVERNMENT LOT 2 OF
 SECTION 14 AND THE N 1/2 - NW 1/4 OF SECTION 23, ALL IN T. 43 N., R. 6 W.,
 IN THE TOWN OF NAMAKAGON, BAYFIELD COUNTY, WISCONSIN.

GARMISCH
 LODGE
 UNIT 9



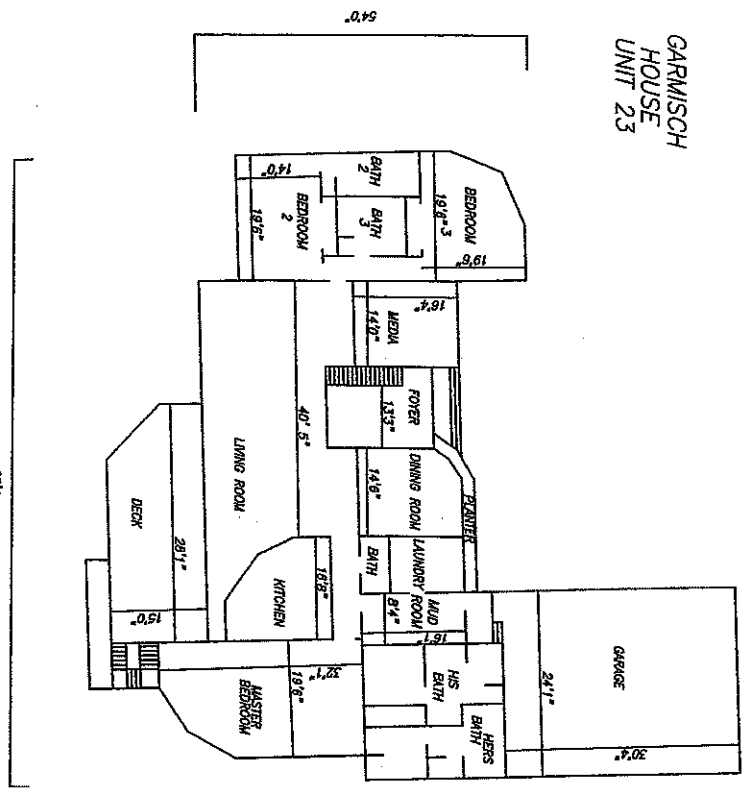
NOTE: NEIGHBOR DIMENSIONS DO NOT INCLUDE WALLS

NOTE: ANY DEVIATION FROM ALIGNED DIMENSIONS REQUIRES GARMISCH USA CONDOMINIUM ASSOCIATION APPROVAL AND BAYFIELD COUNTY ZONING APPROVAL AND DEVIATION FROM THE LINE OF LANE MARKINGS WILL BE THE RESPONSIBILITY OF THE OWNER FROM WHEN

FLOOR PLANS	CLERMONTSON USA JOB: H010/02	SCALE: 1" = 16' DSS: 2001 FILE: H010L02	DRAWN BY: JBN	HEART OF THE NORTH SURVEYING OF HAYWARD, INC. 1033 N. 14TH AVE MILWAUKEE, WI 53233 PH: 770/534-4444 E-MAIL: korensky@hntn.com
			SHEET 12 OF 13 SHEETS	

CONDOMINIUM PLAT
 GARMISCH USA CONDOMINIUM
 LOCATED IN GOVERNMENT LOT 1 AND PART OF GOVERNMENT LOT 2 OF
 SECTION 14 AND THE N 1/2 - NW 1/4 OF SECTION 23, ALL IN T. 43 N., R. 6 W.,
 IN THE TOWN OF NAMAKAGON, BAYFIELD COUNTY, WISCONSIN.

GARMISCH
 HOUSE
 UNIT 23



NOTE: INTERIOR DIMENSIONS DO NOT INCLUDE WALLS

NOTE: ANY EXPANSION, IF ALLOWED, REQUIRES GARISH, USA, CONDOMINIUM ASSOCIATION APPROVAL, AND BAYFIELD COUNTY ZONING APPROVAL. NO EXPANSION WILL BE PERMITTED WITHIN 200 FEET OF THE ORDINARY HIGH WATER LINE OF LAKE NAMAKAGON.



FLOOR PLANS

CLIENT: GARMISCH USA
 JOB: H010/02

SCALE: 1" = 16'
 DSK: 2001
 FILE: H010_02

DRAWN BY: JRR
 SHEET 13 OF 13 SHEETS

HEART OF THE NORTH
 SURVEYING OF HAYWARD, INC.

10310 N. DUNEY ROAD
 HAYWARD, WI. 54943
 PH: 715/634-2442
 FAX: 715/634-6144
 E-MAIL: hnsurveying@yahoo.com