

DISCLOSURE MATERIALS FOR
BIRCH LAKES RESORT CONDOMINIUM

Name & Location of Condominium:	Birch Lakes Resort Condominium 1085N County Hwy F Birchwood, WI 54817
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Name & Business Address of Declarant:	Beverly A. Baribeau 1085N County Hwy F Birchwood, WI 54817
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Name & Business Address of Declarant's Agent:	Peter Baribeau 1085N County Hwy F Birchwood, WI 54817
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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 STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A

REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

INDEX OF DISCLOSURE MATERIALS

The disclosure materials contain the following documents and exhibits.

1. Executive Summary. A user-friendly summary or index to the important information contained within the disclosure documents. The Executive Summary can be found under the Executive Summary Section beginning on page 1 and is 4 pages long.
2. Declaration. The Declaration establishes and describes the condominium, the units and the common elements. The Declaration begins on page 1 and continues through page 15 plus 4 pages of the Maps. The Declarations are found under the Condominium Declarations Section beginning on page 1 and are 20 pages long.
3. By-Laws. The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page 1 and constitute eleven pages in all; you will find them under the Bylaws Section beginning on page 1 and are 11 pages long.
4. Management or Employment Contracts. Certain services are provided to the Condominium through contracts with individuals or private firms. These contracts can be found under the Management or Employment Contracts Section beginning on page 1.
5. Articles of Incorporation. The operation of a condominium is governed by the association, of which each unit owner is a member. Powers, duties and operation of the association are specified in its Articles of Incorporation. The Articles of Incorporation are found under the Articles of Incorporation Section beginning on page 1.
6. 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 the mortgage and utility payments. The budget follows the Articles of Incorporation and is found under the Budget Section beginning on page 1. Note: The 2026 budget will be available February 1, 2026.
7. Leases. Units in the Association are sold subject to one or more leases of property or facilities which are not a part of the Condominium. These leases can be found under the Leases Section beginning on page 1.
8. Expansion Plans. The Declarant has reserved the right to expand the Condominium in the future. A description of the plans for expansion and its effect on unit owners can be found under the Expansion Plans Section beginning on page 2, Section V of the Condominium Declarations.
9. Maps & Floor Plans. The Declarant has provided Maps of the condominium and a floor plan of a typical unit. The maps show the location of the common elements and units which are part of the condominium. These maps begin following page 15 of the Declarations and are not numbered; see Exhibit A and can be found under the Maps Section, pages 18-19 of the Condominium Declarations.

EXECUTIVE SUMMARY
REAL ESTATE CONDITION
REPORT (RECR)
ADDENDUM TO THE RECR
SELLER DISCLOSURE
REPORT

EXECUTIVE SUMMARY

Condominium Name: _____

This Executive Summary was prepared or revised on _____ (insert date).

This Executive Summary highlights some of the information prospective purchasers are most interested in learning, as well as some of the information they should consider when contemplating the purchase of a residential condominium unit. The following sections either briefly summarize pertinent information or direct prospective buyers to specific documents, sections and/or pages of the condominium materials that discuss a topic in detail. A section identified with an  icon may refer a prospective purchaser to specific page numbers or sections of the condominium materials for more information about a topic.

This summary is not intended to replace the prospective purchaser's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents or legal advice.

1. Condominium Association Management and Governance

- ◆ Condominium association name Birch Lakes Resort Condominium
- ◆ Association address 1085N County Rd F, Birchwood, WI 54817
- ◆ The association is managed:
 - ☐ By the Unit Owners (self-managed)
 - ☐ By a management agent or company
 - ☒ By the declarant (developer) or the declarant's management company
- ◆ Person(s) to be contacted for more information about the condominium Peter Baribeau
- ◆ Address, phone number, and other contact information for the contact person 1085N County Rd F., Birchwood, WI 54817 715-354-3880 peter@birchlakesresort.com

 For condominium document references regarding association governance and a condominium contact person, see Peter Baribeau

2. Parking

- Bar 26-8 spots + common ground blacktop* *Condo 27-28 - 2 spots + common gn. blacktop road* *campers 21-25 2 spots + common ground blacktop* *campers 1-20 - 1 parking spot plus common ground road*
- ◆ Number of parking spaces assigned to each Unit: See comment above Number Outside 60 approx Inside None
 - ☒ Common Element ☒ Limited Common Element ☒ Included as part of the Unit
 - ☐ Separate Non-voting Units ☐ Depends on Individual Transaction [check all that apply]
 - ◆ Parking fees (include separate maintenance charges, if any) ☒ No ☐ Yes, \$ _____ per _____
 - Other (specify): _____
 - ◆ Parking assignments reserved or designated on the plat or in the condominium documents:
 - ☐ No ☒ Yes -- Where? on the maps Exhibit A & listed under IXth Declaration Page 4
 - ◆ Parking spaces assigned to a unit by a separate deed: ☐ No ☒ Yes Unit 3 in the 1st developed Condo has an easement that allows them to cross the 2nd
 - ◆ Ability to transfer parking spaces between Unit Owners: ☒ No ☐ Yes developed Condos blacktop + gravel road to reach their Condo. See map
 - ◆ Describe parking available for visitors Common ground blacktop road
 - ◆ Describe any other parking restrictions The 1st Condo has an area that has non exclusive parking on the blacktop Road
-  For condominium document references to parking, see Exhibit A maps and XI page 5 and IX Common elements a) in Declaration

3. Pets

- ◆ Are pets allowed? ☐ No ☒ Yes -- describe the kinds of pets allowed: household pets

- ♦ Pet rules and restrictions: household pets only - any pets causing or creating a nuisance or unreasonable disturbances shall be permanently removed from property. Must remove all animal wastes. Dogs must be on a leash or tethered or enclosed so as to not run loose on common property
- For condominium document references regarding pet rules, see XXV pet nuisances page 13 in Declaration

4. Unit Rentals

- ♦ May Unit Owners rent out their condominium units? ☐ No ☒ Yes -- describe the limitations and restrictions on unit rentals: Association has the right to employ a manager to rent owners units for a fee to be determined by unit owners & set forth in the management agreement. The property managers agreement would be provided annually by
- For condominium document references regarding unit rentals, see Section 5 page 10 By-laws may each year

5. Special Condominium Amenities or Features

- pool use and fishhouse use - guaranteed only thru 2026 - for a fee
owner of restaurant will have the restaurant services but may not be available at close of 2026 season
(describe any special amenities and features)
- ♦ ~~Any~~ ^{optional} Unit Owners ~~obligated~~ to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? ☒ No ☐ Yes -- cost: 2025 costs \$350 for use of pool and fish house, available for 2026 season but no guarantee that it will continue
- For condominium document references regarding special amenities, see XXVI pool and fishhouse page 13 in Declaration

6. Unit Maintenance and Repair Responsibilities

- ♦ A Unit Owner's responsibilities for unit maintenance and repair include: shall be responsible for maintenance, repair, reconstruction & appearance of unit must be in good condition, appearance & repair at all times - same for the units limited common elements
- For condominium document references regarding unit maintenance and repair responsibilities, see XVI page 8 in Declaration

7. Common Element and Limited Common Element Maintenance, Repair and Replacement

- ♦ Person(s) responsible for common element maintenance, repair and replacement: unit owners jointly responsible
- ♦ Repair and replacement of the common elements is paid for by:
 - ☐ Unit Owner assessments
 - ☐ Reserve funds
 - ☒ Both
 - ☐ Other (specify): _____
- ♦ Person(s) responsible for limited common element maintenance, repair and replacement: Each unit owner or if neglect by unit owner - the Association
- ♦ Repair and replacement of the limited common elements is paid for by:
 - ☐ Unit Owner assessments
 - ☐ Reserve funds
 - ☒ Both
 - ☐ Other (specify): _____
- For condominium document references regarding common element and limited common element maintenance, repair and replacement, see XVII page 8 XVIII page 8 Declaration and possibly XIX

8. Reserve Funds

- ♦ Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☐ No ☐ Yes to be determined
- ♦ Does the association have a Statutory Reserve Account*? ☒ No ☐ Yes to be determined

Total condominium reserve funds balance is \$ none

Note: This amount is current as of the date this Executive Summary was prepared or revised.

For condominium document references regarding this condominium's reserve funds for repairs and replacements, see Not developed yet

***Note:** A "Statutory Reserve Account" is an account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with up to 12 residential units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period has ended, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. A condominium may have other reserve accounts that are not statutory reserve accounts.

9. Fees on New Units

- Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant's obligation to pay assessments for the units still owned by the declarant during the period of declarant control?

☒ Not applicable (no developer-owned units or declarant control has ended)

☐ No

☐ Yes -- describe in what way: _____

- Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: to be determined

For condominium document references to condominium fees during the declarant control period, see _____

10. Expansion Plans

- Has the Declarant (developer) reserved the right to expand this condominium in the future?
☒ No ☐ Yes -- number of additional units that may be added through the expansion: 8 units

- Expansion period ends: the 8 underdeveloped sites are on the map plats to be developed

- Condominium management during the expansion period is by: _____ on map are marked

For condominium document references regarding condominium expansion plans, see 29-36

IV increase in number of units Declaration

→ page 2

11. Unit Alteration and Limited Common Element Enclosure

- Unit Owner may alter a unit or ~~enclose~~ limited common elements ☐ No ☒ Yes

- Describe the rules, restrictions and procedures for altering a unit: See VII units b, Declaration

- Describe the rules, restrictions and procedures for enclosing limited common elements: Units 26, 27, 28 may enclose within their limited common elements as long as condo, County & State approve

For condominium document references to unit alterations and limited common element enclosures, see

VII units b) } IV paragraph 3 subject to town & County approval

→ page 3

→ page 2

12. First Right of Purchase

- The condominium association has a right of first purchase, also sometimes referred to as a right of first refusal, when a condominium unit is offered for sale ☒ No ☐ Yes

For condominium document references to any first right of purchase held by the condominium association, see VI & VII Declaration, page 2

13. Transfer Fee

- The condominium association charges a fee in connection with the transfer of ownership of a unit: ☒ No ☐ Yes -- amount charged: \$ _____

 For condominium document references to fees charged in connection with a unit ownership transfer, see _____

14. Payoff Statement Fee

- ♦ Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: ☒ No ☐ Yes -- amount charged: \$ _____

 For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see _____

15. Disclosure Materials Fee

- ♦ Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer: ☒ No ☐ Yes-- amount charged: \$ _____

 For condominium document references regarding fees charged for providing the condominium disclosure materials, see _____

16. Other restrictions or features (optional): For additional clarification the Declarant
recommends that the recipient of this document reviews the Condominium
Declarations and Bylaws and Contact the town of Edgewater and/or Sawyer County Zoning
regarding any applicable ordinance.

17. Amendments

Condominium materials can be amended in a way that might change the rights and responsibilities of Unit Owners. Wisconsin law allows the Unit Owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter a Unit Owner's legal rights and responsibilities with regard to the condominium unit, including some of the information included in this Executive Summary. Unit Owners and prospective purchasers should review the amendment requirements in the declaration, bylaws, rules and regulations, or other condominium documents.

 For condominium document references regarding condominium document amendment procedures and requirements, see article X Amendment page 11 - Bylaws &
XXIX Amendments page 14 in Declaration

This Executive Summary was prepared on the date stated on page one by Beverly A. Baribeau, Owner
Beverly A. Baribeau - owner (print name and title or position).

 **Instructions for Completing the Executive Summary.** The Executive Summary is one of the condominium disclosure documents that must be furnished to a prospective purchaser of a residential condominium unit. The Executive Summary addresses the topics set forth in Wis. Stat. § 703.33(1)(h) in clear, plain language or by indicating the location within the disclosure materials where the information may be found. The Executive Summary must state the date on which it is prepared or revised. It shall be revised whenever a change in the condominium materials necessitates a corresponding revision to the Executive Summary. The preparer of the Executive Summary should consult an attorney with any questions concerning preparation of the Executive Summary.

 **Executive Summary Legal Requirements.** Per Wis. Stat. § 703.33(1m), the declarant (developer) or the association is responsible for preparing the Executive Summary and revising it whenever a change is made in the disclosure materials that necessitates a corresponding revision to the Executive Summary. An Executive Summary must appear in the condominium disclosure materials directly following the index [Wis. Stat. § 703.33(2)], and must be attached as an addendum to the real estate condition report that a seller gives to a prospective purchaser, generally before the prospective purchaser writes an offer to purchase [Wis. Stat. § 709.02]. An Executive Summary may not be required as part of the disclosure materials for a "small condominium" (up to twelve residential units), depending upon the elections made in the declaration [Wis. Stat. § 703.365 (1) & (8)].

CAUTION: NEITHER REAL ESTATE LICENSEES NOR UNIT OWNERS SHOULD COMPLETE THIS FORM!

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

DISCLAIMER

THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT 1085N County Hwy F
IN THE _____
(CITY) (VILLAGE) (TOWN) OF Edgewater, COUNTY OF _____
Sawyer STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF September (MONTH) 18 (DAY), 2025 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate containing one to four dwelling units, including a condominium unit and time-share property, by sale, exchange, or land contract is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

B. STRUCTURAL AND MECHANICAL

	YES	NO	N/A
B1. Are you aware of defects in the roof? Roof defects may include items such as leakage or significant problems with gutters or eaves.	☐	☒	☐
B2. Are you aware of defects in the electrical system? Electrical defects may include items such as <i>defects in solar panels and systems</i> , electrical wiring not in compliance with applicable code, knob and tube wiring, 60 amp service, or aluminum-branch circuit wiring.	☐	☒	☐
B3. Are you aware of defects in part of the plumbing system (including the water heater, water softener, and swimming pool)? Other plumbing system defects may include items such as leaks or defects in pipes, toilets, interior or exterior faucets, bathtubs, showers, or any sprinkler system.	☐	☒	☐
B4. Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers)? Heating and air conditioning defects may include items such as defects in the heating ventilation and air conditioning (HVAC) equipment, supplemental heaters, ventilating fans or fixtures, or solar collectors.	☐	☒	☐
B5. Are you aware of defects in a woodburning stove or fireplace or of other defects caused by a fire in a stove or fireplace or elsewhere on the property? Such defects may include items such as defects in the chimney, fireplace flue, inserts, or other installed fireplace equipment; or woodburning stoves not installed pursuant to applicable code.	☐	☐	☒
B6. Are you aware of defects related to smoke detectors or carbon monoxide detectors or a violation of applicable state or local smoke detector or carbon monoxide detector laws? NOTE: State law requires operating smoke detectors on all levels of all residential properties and operating carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. ch. 101).	☐	☒	☐
B7. Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)? Other basement defects may include items such as flooding, defects in drain tiling or sump pumps, or movement, shifting, or deterioration in the foundation.	☐	☒	☐
B8. Are you aware of defects in any structure on the property? Structural defects with respect to the residence or other improvements may include items such as movement, shifting, or deterioration in walls; major cracks or flaws in interior or exterior walls, partitions, or the foundation; wood rot; and significant problems with driveways, sidewalks, patios, decks, fences, waterfront piers or walls, windows, doors, floors, ceilings, stairways, or insulation.	☐	☒	☐
B9. Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property? Mechanical equipment defects may include items such as defects in any appliance, central vacuum, garage door opener, in-ground sprinkler, or in-ground pet containment system that is included in the sale.	☐	☒	☐
B10. Are you aware of rented items located on the property such as a water softener or other water conditioner system or <i>water treatment system</i> , or other items affixed to or closely associated with the property? <i>Such items may include reverse osmosis systems, iron filters, or other filters.</i>	☒	☐	☐
B11. Are you aware of basement, window, or plumbing leaks, overflow from sinks, bathtubs, or sewers, or other ongoing water or moisture intrusions or conditions?	☐	☒	☐
B12. Explanation of "yes" responses <u>Part of the POS equipment is rented</u> <u>and the water softener</u>			

C. ENVIRONMENTAL

	YES	NO	N/A
C1. Are you aware of the presence of unsafe levels of mold?	☐	☒	☐
C2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, or other potentially hazardous or toxic substances on the property? NOTE: Specific	☐	☒	☐

federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| C3. Are you aware of the presence of asbestos or asbestos-containing materials on the property? | ☐ | ☒ | ☐ |
| C4. Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties? | ☐ | ☒ | ☐ |
| C5. Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations, <i>including infestations impacting trees?</i> | ☐ | ☒ | ☐ |
| C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead? | ☐ | ☒ | ☐ |
| C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property? | ☐ | ☒ | ☐ |
| C8. Explanation of "yes" responses _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

D. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

- | | YES | NO | N/A |
|---|-------------------------------------|-------------------------------------|--------------------------|
| D1. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water?
Well defects may include items such as an unused well not properly closed in conformance with state regulations, a well that was not constructed pursuant to state standards or local code, or a well that requires modifications to bring it into compliance with current code specifications. Well water defects might include, but are not limited to, unsafe levels of bacteria (total Coliform and E. coli), nitrate, arsenic, or other substances affecting human consumption safety. | ☐ | ☒ | ☐ |
| D2. Are you aware of a joint well serving the property? | ☒ | ☐ | ☐ |
| D3. Are you aware of a defect related to a joint well serving the property? | ☐ | ☒ | ☐ |
| D4. Are you aware that a septic system or other private sanitary disposal system serves the property? | ☒ | ☐ | ☐ |
| D5. Are you aware of defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations?
Septic system defects may include items such as backups in toilets or in the basement; exterior ponding, overflows, or backups; or defective or missing baffles. | ☐ | ☒ | ☐ |
| D6. Are you aware of underground or aboveground fuel storage tanks on or previously located on the property? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.) | ☒ | ☐ | ☐ |
| D7. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property?
Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. | ☐ | ☒ | ☐ |
| D8. Are you aware of an "LP" tank on the property? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.) | ☒ | ☐ | ☐ |
| D9. Are you aware of defects in an "LP" tank on the property? | ☐ | ☒ | ☐ |
| D10. Explanation of "yes" responses _____ | | | |

~~D2~~ one well serves the whole property and the neighboring condo

~~D4~~ there are holding tanks and conventional systems on the property

~~D6~~ there is an old above ground fuel tank on property that used to provide boat gas

~~D8~~ tanks are rented

E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

	YES	NO	N/A
E1. Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment?	☐	☒	☐
E2. Are you aware that remodeling was done that may increase the property's assessed value?	☐	☒	☐
E3. Are you aware of pending special assessments?	☐	☒	☐
E4. Are you aware that the property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	☐	☒	☐
E5. Are you aware of any proposed construction of a public project that may affect the use of the property?	☐	☒	☐
E6. Are you aware of any remodeling, replacements, or repairs affecting the property's structure or mechanical systems that were done or additions to this property that were made during your period of ownership without the required permits?	☐	☒	☐
E7. Are you aware of any land division involving the property for which a required state or local permit was not obtained?	☐	☒	☐
E8. Explanation of "yes" responses _____			

F. LAND USE

	YES	NO	N/A
F1. Are you aware of the property being part of or subject to a subdivision homeowners' association, or other homeowners' association?	☒	☒	☐
F2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?	☒	☒	☐
F3. Are you aware of any zoning code violations with respect to the property?	☐	☒	☐
F4. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area?	☒	☒	☐
F5. Are you aware of nonconforming uses of the property? A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.	☐	☒	☐
F6. Are you aware of conservation easements on the property? A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.	☐	☒	☐
F7. Are you aware of restrictive covenants or deed restrictions on the property?	☒	☒	☐
F8. Other than public rights of ways, are you aware of nonowners having rights to use part of the property, including, but not limited to, private rights-of-way and easements other than recorded utility easements?	☒	☐	☐
F8a. Are you aware of any private road agreements or shared driveway agreements relating to the property?	☒	☐	☐
F9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?	☐	☒	☐
F10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486.			
a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	☐	☒	☐
b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	☐	☒	☐

YES NO N/A

- c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))
- F11. Is all or part of the property subject to or in violation of a farmland preservation agreement? Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land.
Visit https://datcp.wi.gov/Pages/Programs_Services/FarmlandPreservation.aspx for more information.
- F12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?
- F13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)
- F14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property?
Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses.
- F15. Are you aware there is not legal access to the property?
- F16. Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations.
- F17. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See <http://dnr.wi.gov/topic/waterways> for more information.
- F18. Are you aware of a written agreement affecting riparian rights related to the property?
- F19. Are you aware that the property abuts the bed of a navigable waterway that is owned by a hydroelectric operator?
Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in s. 30.132 (1) (b), may be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway.
- F20. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information).
- F21. Explanation of "yes" responses F8/F9a the existing condo has an easement to access from our driveway

☐ ☒ ☐

☐ ☒ ☐

☒ ☒ ☐
joint driveway

☐ ☒ ☐

☐ ☒ ☐

☐ ☒ ☐

☐ ☒ ☐

☐ ☒ ☐

F12 this property is a Condo & subject to Condo declarations

F2 Subj to shoreline zoning

F1 Declaration property subject to declaration & bylaws

G. ADDITIONAL INFORMATION

- G1. Have you filed any insurance claims relating to damage to this property or premises within the last five years?
- G2. Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district?
- G2a. Does the property currently have internet service?
If so, who is your provider? Mosaic / S&K
- G2b. Does the property have an electric vehicle charging system and station or installed wiring for a future system or station?
Is the system or station affixed to the property?
- G2c. Does the property have accessibility features? If so, attach an Accessibility Features Report (see <https://www.wra.org/Disabilities/>).
- G3. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?
- G3a. Are you aware of any right of first refusal, recorded or not, on all or any portion of the property?

YES NO N/A

☒ ☐ ☐

☐ ☒ ☐

☒ ☐ ☐

☐ ☒ ☐

☐ ☒ ☐

☐ ☒ ☐

☐ ☒ ☐

YES ☐ NO ☒ N/A ☐

G4. Is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g. a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.)
Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment In Real Property Tax Act or FIRPTA, provides that a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a foreign person, unless an exception under FIRPTA applies to the transfer.

G5. Are you aware of other defects affecting the property?
Other defects might include items such as drainage easement or grading problems; excessive sliding, settling, earth movements, or upheavals; or any other defect or material condition.

G6. The owner has owned the property for 40 years.

G7. The owner has lived in the property for 40 years.

G8. Explanation of "yes" responses 61 snow damage to a dock system in 2022
62a Parts of the property have internet service

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner _____ Date _____
Owner [Signature] _____ Date 9/25/25
Owner _____ Date _____
Owner _____ Date _____
Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____
Person _____ Items _____ Date _____
Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer _____ Date _____
Prospective buyer _____ Date _____
Prospective buyer _____ Date _____
Prospective buyer _____ Date _____
Prospective buyer _____ Date _____

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

Woodland Developments

Page 1 of 2

CONDOMINIUM ADDENDUM TO REAL ESTATE CONDITION REPORT

1 THIS CONDOMINIUM ADDENDUM TO REAL ESTATE CONDITION REPORT (REPORT) IS AN ADDENDUM TO THE REAL ESTATE
2 CONDITION REPORT DATED September 18, 2025 CONCERNING THE PROPERTY LOCATED AT
3 1085N County Hwy F
4 _____ (STREET ADDRESS), IN THE ~~(CITY) (VILLAGE)~~ (TOWN) **STRIKE TWO**
5 OF Edgewater, COUNTY OF Sawyer, STATE OF WISCONSIN.

6 This Report is given in compliance with Wis. Stat. § 709.02(2) and is not a substitute for a professional review of the condominium
7 documents and disclosure materials.

8 I. CONDOMINIUM IDENTIFICATION and SELLER CONTACT INFORMATION

9 Name of Condominium: Birch Lakes Resort Condominium
10 Unit Number: 1-28
11 This Condominium was created by the recording of the condominium instruments with the Office of the Register of Deeds on
12 December 5, 2025 (insert date).

13 The contact information for the (Unit Owner) (~~Unit Owner's agent/listing broker~~) **STRIKE ONE** is as follows:

14 Name: Beverly A. Baribeau
15 Address: 1085N County Hwy F, Birchwood, WI 54817
16 Phone Number(s): 715-354-3880
17 E-mail address (optional): peter@birchlakesresort.com

18 II. CONDOMINIUM ASSOCIATION INFORMATION

19 Name of the Condominium Association: Birch Lakes Resort Condominium
20 Address of the Condominium Association: 1085N County Rd F, Birchwood, WI 54817
21 This Condominium Association is ☒ self-managed ☐ has hired or retained management **CHECK ONE**.
22 Contact Information (Association representative who can address the sale or the condominium in general):
23 Name: Peter Baribeau
24 Address: 1085N County Rd F, Birchwood, WI 54817
25 Phone Number(s): 715-354-3880
26 E-mail address (optional): peter@birchlakesresort.com

27 III. CONDOMINIUM ASSESSMENTS, FEES and CHARGES

28 The Unit Owner is responsible for the following current condominium assessments, fees, special assessments and other charges
29 (itemize) (Optional: attach a copy of the current budget for easy reference.): _____
30 _____ Have all current charges been paid? ☒ Yes ☐ No **CHECK ONE**

31 IV. EXECUTIVE SUMMARY

32 A copy of the Executive Summary is attached unless this is a small condominium electing Wis. Stat. § 703.365(8) disclosure
33 requirements. Check with the Condominium Association to be sure that it is the most current version.

34 The information in this Report is true, correct and current to the best of the Unit Owner's knowledge.

35 Unit 36 Owner <u>Beverly A. Baribeau</u> Date <u>09/25/2025</u> 37 Print Name Here ► <u>Beverly A. Baribeau</u>	Unit Owner _____ Date _____ Print Name Here ► _____
--	---

38 Buyer acknowledges receipt of a copy of this Report. Check ☐ if condominium disclosure materials have been received.

39 Buyer _____ Date _____ 40 Print Name Here ► _____	Buyer _____ Date _____ Print Name Here ► _____
---	---

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

Woodland Developments, 15563 Railroad St Ste 102 Hayward WI 54843-
Phone: 715.634.2110 Fax: 715.634.2884 Gary Nathan

Birch Lakes Resort

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

41 RESIDENTIAL CONDOMINIUM CONCEPTS

42 In general terms, residential Condominiums take what otherwise might have been an apartment, townhouse or house, and permits
43 individual sales of the separate dwelling Units. All of the dwelling Unit owners own the common areas together and collectively pay
44 for the upkeep and other common expenses. A Condominium, however, is not like living in an apartment because the owner is
45 usually responsible for the maintenance and repair of everything within the Unit - the property manager does not take care of it, as
46 would be the case with a tenant. To understand Condominium ownership, an understanding of certain key concepts is needed.

47 ■ **Declaration:** The Declaration is a written document that creates a Condominium from one or more parcels of real estate. In the
48 Declaration, the owner declares his or her property to now be a Condominium. The Declaration divides the property into several
49 smaller parcels: Units, which are individually owned, and the Common Elements, which are owned in common by all of the Unit
50 owners together. The Declaration sets out what percentage of ownership interest in the Common Elements is assigned to each
51 Unit, and the number of votes that the owner of each Unit has in the Association.

52 ■ **Declarant:** The Declarant is the builder or developer who declares his or her property to be a Condominium by recording the
53 Declaration and plat maps. The Declarant may reserve a period of "Declarant Control" that gives the Declarant time to finish
54 construction of the Condominium project and/or to sell the Units. During this period, the Declarant exercises the powers and
55 responsibilities of the Association through its exclusive right to appoint the directors to the Association board. As the Units are sold
56 to purchasers, elections are held at different intervals and the Unit owners (other than the Declarant) elect an increasing number of
57 the directors. Declarant Control lasts up to ten years in expandable Condominiums and up to three years in other Condominiums.

58 ■ **Unit:** A Unit is the part of the Condominium that is privately owned and used by the Unit owner. A Unit owner has exclusive
59 ownership and possession of his or her Unit. The statutes define Unit in terms of cubicles of air, enclosed spaces located on one or
60 more floors, and rooms. A Unit may also include structural parts of a building (walls, wood frame) or a Unit may be a whole
61 building, a building plus the surrounding land, or just land (similar to a lot). Units may also include separate areas that are some
62 distance apart. For example, a Unit may include a dwelling plus a storage area, patio or parking space. The boundaries of each Unit
63 are defined in the Declaration, which may describe the perimeter walls, sometimes known as the "perimetric boundaries," the upper
64 boundaries and the lower boundaries. Generally, everything within these boundaries will be part of the Unit. Therefore, each Unit's
65 boundaries may impact the Unit owner's maintenance responsibilities, ability to make improvements or alterations, and insurance
66 liability.

67 ■ **Common Elements:** Common Elements means everything else in the Condominium that is not a Unit. In a typical residential
68 Condominium, the Common Elements may include the land, the exterior and common areas of buildings (entranceway, halls,
69 elevator, meeting room, etc.), landscaping, roads, any outside parking areas, outdoor lighting, any recreational facilities (swimming
70 pool, tennis courts, clubhouse, etc.) and all other common areas and amenities.

71 ■ **Limited Common Elements:** The Limited Common Elements are Common Elements that are identified in the Declaration or plat
72 as reserved for the exclusive use of less than all of the Unit owners. Typically, a Limited Common Element will be reserved for the
73 use of just one Unit. Basically, you don't own it individually, but you are the only one who may use it. This exclusive use, however,
74 may be subject to restrictions stated in the Declaration, Bylaws or Condominium rules and regulations. Limited Common Elements
75 may include features like a storage area, patio, balcony, garage parking space, or a boat slip.

76 ■ **Percentage Interests:** Every Unit owner shares in the ownership of the Common Elements with the other owners. Each Unit is
77 allotted a portion of this ownership interest called the Percentage Interests. The Percentage Interests are stated in the Declaration
78 and come automatically with the ownership of a Unit. The Percentage Interests often determine the share of common expenses that
79 the Unit owner must pay for the repair and maintenance of the Common Elements and for the operation of the Association.
80 Percentage Interests may be an equal percentage for all Units, in proportion to the square footage of the Units, based upon the
81 location or value of the Units, or based upon some other formula stated in the Declaration.

82 ■ **Association:** The Association is the entity that the Unit owners use to act together as a group to manage and maintain the
83 Condominium property and finances. This group will be either a nonstock, nonprofit corporation or an unincorporated Association.
84 Every Unit owner is automatically a member of the Association and votes for the Association directors who, on behalf of the
85 Association, manage and maintain the Common Elements, adopt budgets and set the amount of the fees or assessments paid by
86 the Unit owners for the Association's common expenses. The Association directors typically are responsible for the maintenance of
87 the Condominium property, including lawn and garden care, snow removal, painting, roofs, and amenities such as swimming pools
88 and tennis courts. They are responsible for collecting assessment fees, maintaining books and records, overseeing reserve funds,
89 preparing financial reports, and filing tax returns. The board of directors is responsible for enforcing the rules and providing
90 disclosure materials for Unit sales. Some or all of these functions may be delegated to a Condominium manager or other
91 professionals such as accountants.

92 ■ **Assessment Fees:** The Association sets a budget for all of the Condominium expenses and divides those expenses among the
93 Unit owners. These fees are called "common assessments" or "condo maintenance fees" and typically are paid monthly. The
94 Association may also create reserves for future maintenance and repairs.

Residential Condominium Concepts was developed and distributed by the Wisconsin REALTORS® Association (2005).

Drafted by: Attorneys Debra Peterson Conrad (WRA) and Lisa M. Pardon (Brennan, Steil & Basting, S.C.)

SELLER DISCLOSURE REPORT - COMMERCIAL

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT 1085N County Hwy F

IN THE _____
(CITY) (VILLAGE) (TOWN) OF Edgewater, COUNTY OF _____
Sawyer STATE OF WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT
PROPERTY AS OF September (MONTH) 18 (DAY) 2025 (YEAR).

When listing a property Wis. Admin. Code § REEB 24.07(1)(b) requires licensees to inspect the property and to "make inquiries of the seller on the condition of the structure, mechanical systems and other relevant aspects of the property. The licensee shall request that the seller provide a written response to the licensee's inquiry." This Seller Disclosure Report is a tool designed to help the licensee fulfill this license law duty.

This is not a warranty of any kind by the owner or any agents representing any party in this transaction and is not a substitute for any inspections, testing or warranties that the parties may wish to obtain. This is not a disclosure report required by Wis. Stat. Ch. 709 and the owner is voluntarily providing this information.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property.

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide an explanation of the reason why the response to the question is "yes" in the area provided following each group of questions.

A5. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

B. STRUCTURAL AND MECHANICAL

	YES	NO	N/A
B1. Are you aware of defects in the roof?	☐	☒	☐
B2. Are you aware of defects in the electrical system, including defects in solar panels and systems?	☐	☒	☐
B3. Are you aware of defects in part of the plumbing system?	☐	☒	☐
B4. Are you aware of defects in the heating and air conditioning system (including the air filters and humidifiers), fire safety, security or lighting?	☐	☒	☐
B5. Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)?	☐	☒	☐
B6. Are you aware of defects in any structure or structural components on the property (including walls)?	☐	☒	☐
B7. Are you aware of defects in mechanical equipment included in the sale either as fixtures or personal property?	☐	☒	☐
B8. Are you aware of rented items located on the property or items affixed to or closely associated with the property?	☒	☒	☐
B9. Explanation of "yes" responses <u>38 Part of POS and water softener</u>			

C. ENVIRONMENTAL

	YES	NO	N/A
C1. Are you aware of the presence of unsafe levels of mold?	☐	☒	☐
C2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, pesticides, or other potentially hazardous or toxic substances on the property?	☐	☒	☐
C3. Are you aware of the presence of asbestos or asbestos-containing materials on the property?	☐	☒	☐
C4. Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties?	☐	☒	☐
C5. Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations, including infestations impacting trees?	☐	☒	☐
C6. Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead?	☐	☒	☐
C7. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?	☐	☒	☐
C8. Are you aware of governmental investigation or private assessment/audit (of environmental matters) ever being conducted?	☐	☒	☐
C9. Explanation of "yes" responses			

D. STORAGE TANKS

	YES	NO	N/A
D1. Are you aware of underground or aboveground fuel storage tanks on or previously located on the property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil?	☒	☐	☐
D2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property?	☐	☒	☐
D3. Explanation of "yes" responses	<u>abandoned above ground fuel tank</u>		

E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

	YES	NO	N/A
E1. Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment?	☐	☒	☐
E2. Are you aware that remodeling was done that may increase the property's assessed value?	☐	☒	☐
E3. Are you aware of pending special assessments?	☐	☒	☐
E4. Are you aware that the property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	☐	☒	☐
E5. Are you aware of any proposed construction of a public project that may affect the use of the property?	☐	☒	☐
E6. Are you aware of any remodeling, replacements, or repairs affecting the property's structure or mechanical systems that were done or additions to this property that were made during your period of ownership without the required permits?	☐	☒	☐
E7. Are you aware of any land division involving the property for which a required state or local permit was not obtained?	☐	☒	☐
E8. Explanation of "yes" responses			

F. LAND USE

	YES	NO	N/A
F1. Are you aware of any zoning code violations with respect to the property?	☐	☒	☐
F2. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area, or of flooding, drainage problems, standing water or other water problems affecting the property?	☐	☒	☐
F3. Are you aware of nonconforming uses of the property or nonconforming structures on the property?	☐	☒	☐
F4. Are you aware of conservation easements on the property?	☐	☒	☐
F5. Are you aware of restrictive covenants or deed restrictions on the property?	☐	☒	☐
F6. Are you aware of nonowners having rights to use part of the property, including, but not limited to, rights-of-way and easements other than recorded utility easements?	☒	☐	☐

	YES	NO	N/A
F7. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances?	☐	☒	☐
F8. <u>Use Value.</u>			
a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	☐	☒	☐
b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	☐	☒	☐
c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))	☐	☒	☐
F9. Is all or part of the property subject to or in violation of a farmland preservation agreement?	☐	☒	☐
F10. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?	☐	☒	☐
F11. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	☐	☒	☐
F12. Are you aware of boundary or lot line disputes, encroachments, or encumbrances affecting the property?	☐	☒	☐
F12a. Are you aware of any private road agreements or shared driveway agreements relating to the property?	☒	☐	☐
F13. Are you aware there is not legal access to the property?	☐	☒	☐
F14. Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations.	☐	☒	☐
F15. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information.	☐	☒	☐
F16. Are you aware of one or more burial sites or archeological artifacts on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wisconsinhistory.org/burial-information).	☐	☒	☐
F17. Explanation of "yes" responses <u>the existing condo has access through?</u> <u>resort property</u>			

G. ADDITIONAL INFORMATION

	YES	NO	N/A
G1. Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district?	☐	☒	☐
G2. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?	☐	☒	☐
G2a. Are you aware of any right of first refusal, recorded or not, on all or any portion of the property?	☐	☒	☐
G3. Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water?	☐	☒	☐
G4. Are you aware of a joint well serving the property including any defect related to a joint well serving the property?	☐	☒	☐
G5. Are you aware that a septic system or other private sanitary disposal system serves the property including defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations?	☒	☐	☐
G6. Are you aware of an "LP" tank on the property, including defects? (If "yes," specify in the additional information space whether the owner of the property either owns or leases the tank.)	☒	☐	☐
G7. Are you aware of material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides?	☐	☒	☐
G8. Are you aware of nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property?	☐	☒	☐
G9. Are you aware of any shared usages such as shared fences, walls, driveways, or signage, or any defect relating to the shared use?	☒	☐	☐
G10. Are you aware of leased parking?	☐	☒	☐
G10a. Does the property currently have internet service? If so, who is your provider? <u>moosejacks</u>	☒	☐	☐
G10b. Does the property have an electric vehicle charging system and station or installed wiring for a future system or station? Is the system or station affixed to the property?	☐	☒	☐
G10c. Does the property have accessibility features? See https://www.ada.gov/resources/title-iii-primer/ .	☐	☒	☐
G11. Are you aware of other defects affecting the property?	☐	☒	☐
G12. The owner has owned the property for <u>40</u> years.			

G13. Explanation of "yes" responses

65 Property has both holding tanks and a conventional system
 66 Rented LP tanks
 69 shared driveway

Note: Any sales contract provision requiring inspection of a residential dumbwaiter or elevator must be performed by a state-licensed elevator inspector.

OWNER'S CERTIFICATION

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Entity Name (if any): _____

Name & Title of Authorized Representative Signing for Entity: _____

Authorized Signature for Entity: _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

Owner _____ Date _____

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____

Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Entity Name (if any): _____

Name & Title of Authorized Representative Signing for Entity: _____

Authorized Signature for Entity: _____ Date _____

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

Prospective buyer _____ Date _____

CONDOMINIUM DECLARATIONS



DocId:8101896

Tx:4066252

458207

RACHEL THOMPSON
REGISTER OF DEEDS
SAWYER COUNTY, WI
12/05/2025 09:35 AM

RECORDING FEE 30.00

DECLARATION OF CONDOMINIUM
BIRCH LAKES RESORT CONDOMINIUM

Document Number

PAGES: 20

Name and Return Address:

Attorney Thomas J. Duffy
PO Box 839
Hayward, WI 54843

008-937-19-4206; 008-937-19-4304

Units 1-28 Birch Lakes Resort Condominium

I, Jesse B. Suzon, A Professional Wisconsin Land Surveyor, hereby certify that on the order of Pete Baribeau, I have surveyed and mapped Birch Lakes Resort Condominium, located in part of Government Lot J, part of the Southwest Quarter of the Southeast Quarter, and part of the Northwest Quarter of the Southeast Quarter, of Section 19, Township 37 North, Range 9 West, in the Town of Edgewater, Sawyer County, Wisconsin, described as follows:

Commencing at the South 1/4 corner of said Section 19; thence, N00°54'26"E 963.25' to a set iron rod and the point of beginning; thence, N00°54'26"E 317.96' to a found iron pipe; thence, N00°54'26"E 465.90' to a found iron rod; thence, N00°54'04"E 39.36' to a found square iron bar; thence, S89°05'37"E 249.63' to a set survey marker nail; thence, N00°51'03"E 249.48' to a found iron pipe on a meander line of Birch Lake; thence along said meander line, N26°17'46"E 705.03' to a found iron rod; thence leaving said meander line, S72°53'49"E 63.27' to a found iron rod; thence, N16°37'46"E 59.16' to a found iron rod; thence, S72°35'12"E 75.03' to a found iron rod; thence, N26°43'27"E 129.48' to a found iron rod; thence, N67°47'16"W 151.25' to a found iron rod on a meander line of Birch Lake; thence along said meander line, N45°42'13"E 231.44' to a found iron rod; thence leaving said meander line, S31°38'26"E 23.07' to a found iron rod; thence, S86°52'15"E 85.04' to a found iron rod; thence, N43°51'35"E 72.24' to a found iron rod; thence, N18°58'40"E 89.51' to a found iron rod; thence, N18°57'00"E 31.67' to a found iron rod on the westerly right of way County Highway "F"; thence along said right of way, S08°23'12"E 60.66' to a set iron rod; thence, S37°23'00"E 31.28' to a found iron rod; thence, S01°27'27"W 300.16' to a found iron rod; thence, S01°50'24"W 220.28' to a found iron rod; thence, S05°26'45"E 172.46' to a found iron rod on the northerly right of way of State Highway "48"; thence along said right of way, S55°03'46"W 242.79' to a found iron rod; thence, S41°21'58"W 324.64' to a found iron rod; thence, N69°43'23"W 99.75' to a found iron rod; thence, S25°32'33"W 598.29' to the point of beginning. Containing approximately 490,940 square feet (11.27 acres), including all lands lying between the above described meander line, the ordinary high water line of Birch Lake, and the side lot lines extended to said ordinary high water line. Subject to all easements, restrictions, reservations or right of way of record or use, if any. I have fully complied with Chapter 703.00 of the Wisconsin Statutes, and Chapter AE-7 of the Wisconsin Administrative Code and that this map is a true representation of Birch Lakes Resort Condominium and the identification of each unit, the common elements, and the limited common elements can be determined from the plat; and that said survey and plat are correct to the best of my knowledge and belief.

Drafted by: Thomas J. Duffy
Hayward, WI

DECLARATION OF CONDOMINIUM
OF
BIRCH LAKES RESORT CONDOMINIUM

The Declaration of Condominiums made under the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, by BEVERLY BARIBEAU, hereinafter referred to as the "Declarant".

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 "A", attached hereto and incorporated herein by reference as though fully set forth. It is located in the Township of Edgewater, County of Sawyer, State of Wisconsin. The mailing address is 1085N County Rd. F, Birchwood, WI 54817.

III. NO SEVERANCE OF OWNERSHIP. No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other, shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

IV. DESCRIPTION OF UNITS. There are two (2) cabins, one (1) commercial bar/restaurant, with living quarters, and twenty-five (25) trailer pads on the land referred to in paragraph II. Each building contains one (1) condominium unit (hereinafter "unit"). A Survey Plan of the land showing the location and diagrammatic floor plans showing the approximate dimensions and floor area of each building on the land is attached to this Declaration as Exhibit "A." Exhibit "A" shall hereafter be referred to as the "Condominium Plat."

The trailer homes do not belong to the declarant, and any purchaser is responsible for providing their own trailer home or purchasing one on the pad. Any trailer on an existing unit or the home units shall not be allowed to modify the color of siding or roof to other than earth tone

colors without the written permission of the association board. Any new trailers moved upon a trailer pad unit shall be of earth-tone colors or approved by the association board.

If any owner elects to enlarge his unit the enlarged building shall become part of that Unit proposed expansion of units as set forth on Exhibit "A".

V. INCREASE IN THE NUMBER OF UNITS

The Declarant reserves the right to increase the number of units in the association by not more than exist. The units would be located in the designated area on Exhibit "A" and would be additional trailer pads, so long as Declarant receives the Conditional Use Permit to increase the size of the trailer pads by up to the existing units. Lake access would not be included with these units unless they are able to purchase the rights of a unit that has said rights, keeping the number of lake access units the same.

VI. 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.

VII. 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 each building in each unit are as follows:

a) It is understood that each Unit consists of a cubicle bounded on the sides by the perimeters shown on the plat, bounded above by a horizontal plane 35' above the ground level, and bounded below by a horizontal plane 15' beneath ground level. The legal description of each Unit shall consist of the identifying number of each Unit as specified above and as set forth in the plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown as set forth above and as shown on the plat, and every such description shall be deemed good and sufficient for all purposes. Except as provided by the Act, no Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the plat. Total acreage shown on the plat is 11.27 acres.

All campers on rented units are acceptable as long as your entire trailer park model fit within the Limited Common Element of the rented unit pad.

Certain Structures Not Constituting Part of Unit. No Owner shall own any pipes, wires, conduits, public utility lines, culverts or structural components running through his Unit and serving more than his Unit except as a tenant in common with all other Owners.

b) If any Unit owner elects to enlarge his unit as described in the Condominium Plat, the enlarged building shall become part of that unit. Units 26, 27, and 28 may expand within their Limited Common Elements as long as the Condo, County, and State approve.

VIII. Those units that share a common well or septic system shall be equally responsible for the cost of maintenance, repair, and replacement of said system.

DOCKS

The limited common elements include twenty-nine (29) docking slips. Ten (10) of the slips are part of the limited common elements of Unit twenty-six (26), and nineteen (19) slips are allocated to units as shown on Exhibit "A" attached hereto. Based on the DNR rules, the number of slips cannot be increased unless agreed upon by the association and approved by the Wisconsin DNR.

As there are fewer slips than there are potential units, not all units will receive or want a boat slip. The unit owners will have the ability to transfer slips from one unit to another if they choose. Unit twenty-six (26) is a commercial business with ten (10) slips for its patrons. In the event the unit is converted to a residence, the extra slips that they own may be sold to other unit owners at the owner's discretion.

WELLS.

The well is shared by the 1st condo, Birch Lakes Condominium, and the newly created Birch Lakes Resort Condominium (originally Birch Lakes Resort and Campground.) The pressure tank for the well is in the bar. It is shared equally; the bar has two (2) shares and the other units individually. There is a rented water softener system that is in the bar that services all of the resort, campground and 1st condo.

The newly formed condo consisting of the resort, campground, and 1st condo will share equally the costs of the rented water softener system and the replacement of the pressure tank when necessary.

A generator may be added in the future to be shared by the unit owners.

SEPTIC SYSTEMS.

Campers 1-20 have a holding tank and a pump-up system.

Campers 21-25 share a septic system with the 5 Birch Lakes condos, which goes to a drain field.

Cottage 27 has a 3000-gallon holding tank.

Cottage 28 has a 3000-gallon holding tank.

Upper lodge with living quarters has a septic tank and a drain field.

Bar and restaurant (lower lodge) have a holding tank, plus a grinder/pump-up system that goes to the north end of the upper campground, which has its own holding tank.

Lower campground sites 21-25 and Birch Lakes Condominium condos 2, 3, 6, 7, and 11 share a septic system with a pump-up system to the drain field at the south end of the upper campground.

The system is owned by the newly created Birch Lakes Resort Condominium (originally called Birch Lakes Resort and Campground), and is subject to easement for Units 2, 3, 6, 7, and 11 of the "Birch Lakes Condominium Association". All units that use this system will share equally the costs of maintaining and repairing the septic system.

The newly formed condo, consisting of the resort, campground, and 1st condo, will share equally the costs of maintaining and repairing the septic system that serves their unit.

Septic system tanks are pumped as needed.

IX. COMMON ELEMENTS. "Common Elements" without intending to limit the terms, include:

a) The land described in Exhibit "A" (including that land upon which each building is located, including walkways, driveways, and parking areas not designated as "Limited Common Elements. Campers 1-20 have 1 parking space per limited common elements, and campers 21-25 have up to 2 parking spaces per limited common elements.

b) All tangible personal property and fixtures, if any, acquired by the Birch Lakes Resort Condominium Association (hereafter referred to as the Association) for use in the operation, maintenance and management of the condominium.

The Common Elements are owned by the Unit Owners, each having an undivided 1/28th 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.

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

X. LIMITED COMMON ELEMENTS. The "Limited Common Elements" are demarked on the condominium plat (Exhibit A).

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, lessee, sublessees, invitees and licensees.

XI. ACCESS AND PARKING. Easement and parking shall be on the Units Limited Common Element and along the private roadway on the easterly side of the Birch Lakes Condominium.

XII. 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 of 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.

XIII. ASSOCIATION OF UNIT OWNERS

a. Membership in the Association. Membership in the Association shall at all time consist exclusively of all of the Unit owners. If title to a Unit is held by more than one person, each of the persons shall be members. Land contract vendees and not land contract vendors shall be members of the Association. Persons or entities who hold an interest in a Unit merely as security for the performance of an obligation (including mortgages) are not members of the Association. Membership commences immediately upon acquisition of an ownership interest in a Unit and terminates immediately upon conveyance of such ownership interest. No Unit owner may voluntarily withdraw or be expelled from membership in the Association. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred

automatically upon conveyance with the transfer of the Unit. As soon as possible following the transfer of a Unit, the new Unit owner shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit owner and mortgagee (if any), the date of the transfer and the name of the person designated to vote for the Unit.

b. Board of Directors. The affairs of the Association shall be governed by a board of directors (hereinafter referred to as the "Board").

All Unit Owners shall be members of Birch Lakes Resort Condominium. The powers and duties of the Association shall include those set forth in the Association By-laws, the Wisconsin Condominium Ownership Act, and this Declaration. The Condominium Board shall carry out the duties associated with the day-to-day operation of the condominium. 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 By-laws as adopted, the Association shall not be entitled to 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 all (100%) of the first mortgagees (based upon one [1] vote for each first mortgage owned), and the Unit Owners shall have given their prior written approval.

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:

1) levying assessments or charges or allocated distributions of hazard insurance proceeds or condemnation awards, or,

2) 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.

XIV. VOTING RIGHTS AND DECLARANT CONTROL. Each trailer pad unit

(1-25) shall be entitled to cast 1 vote on any matter and the owner of the bar/restaurant designated as Unit 26 shall cast 16 votes on any matter, and the cabins Units 27 & 28 shall cast - 5 votes on any matter. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Owners. Such person 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 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 vote(s) attributable 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 Unit Owners Association 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 five (5) 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 Unit Owners Association as expressly granted in Wisconsin Statute Section 703.15(2)(d) and (f).

XV. 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. (Unit 26)

XVI. MAINTENANCE AND REPAIR OF UNITS. Each Unit Owner shall be responsible for the maintenance, repair, reconstruction, and appearance of his, her or their Unit. 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.

XVII. 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.

XVIII. MAINTENANCE AND REPAIR OF COMMON ELEMENTS. The Unit Owners shall be jointly responsible for the maintenance, repair and appearance of the common driveway, parking area, blacktop share between condos, non-blacktop by new association, blacktop by new association, and old Hwy F both associations share.

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.

XIX. 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 XIX 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.

XX. EASEMENTS.

a) 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.

b) 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.

c) Easements of Access. There is hereby reserved to each and all Unit Owners, and their respective successors and assigns, perpetual nonexclusive easements over the Common Elements for ingress and egress to each Unit and insuring a right of access between each and all Units and the public roads; each and all of which easements shall be appurtenant to, and pass with the title to, the respective Unit to which said easements correspond, whether or not said easement is expressly mentioned in a deed or deeds of conveyance. The location and use of said easement shall be subject to the rights and powers of the Board of Directors in this Declaration set forth; provided, however, that such rights and powers shall never be construed or exercised in a manner which deprives any Owner of a Unit, of ingress and egress to such Unit or of access between such Unit, public roads, and lake access.

Service and Maintenance Easements. It is hereby reserved for the benefit of all Unit Owners, and their respective successors and assigns, perpetual, nonexclusive easements over the Common Elements for ingress and egress to the Common Elements and each Unit in order to provide and serve the entire development with garbage and refuse pickup as well as the necessary and miscellaneous maintenance services of the Common Elements by the Property Owners' Association and/or those appointed or hired by the Property Owners' Association to perform said functions.

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.

XXI. INSURANCE.

a. Casualty Insurance. The Association shall obtain fire, casualty and extended coverage insurance for the common area insuring it against loss or damage by fire and other hazards for not less than the full replacement value of any structures or personal property on said common area. The proportion of coverage attributable to each unit 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 owner.

In the event of damage or destruction to all or part of any Unit or the Common or Limited Common elements of the condominium, the Unit Owners, in conformance with their responsibilities set forth in provisions VI and VII shall promptly undertake its repair or reconstruction to its former condition or one compatible with the remainder of the condominium. The cost of such repair or reconstruction which exceeds available insurance proceeds shall be borne singly or jointly by the Unit Owners in accordance with their responsibilities set forth in provisions VI and VII. Similarly, any surplus in insurance proceeds over construction costs shall be disbursed on the same basis.

All plans for repair or reconstruction must be submitted to and approved by the Association prior to the commencement of construction.

b. Liability Insurance.

1. Liability Insurance to be Maintained by Association. The Association shall obtain and maintain comprehensive public liability insurance, including liability for injuries to and death of persons, property damage and such other similar events commonly insured against, arising out of or in connection with any and all uses, ownership or maintenance of the Condominium. The limits of such insurance shall be as determined from time to time by the Board, and such insurance shall name as additional insureds/named insureds the Declarant, all Unit owners, the Association and its Board and officers, and such other persons as deemed

appropriate by the Board. The cost of the insurance in this paragraph B(1) shall be assessed against all of the Unit owners at the rate of 1/28th of the total cost to each, plus a proportionate share based on the respective unit owner's use, i.e. those with a more risky use shall pay a higher rate.

2. Each Unit Owner shall also obtain appropriate liability insurance, insuring their unit against claims arising out of their ownership of, use, presence on or any other association with the Units or Limited Common Elements of the condominium. Such coverage shall be written on the property in the name of the Unit Owner, and their first mortgagees, as their interest may appear. All unit owners shall provide copies of their respective insurance policies on a yearly basis, with said insurance listing the condominium association as an additional insured.

c. Fidelity Coverage. The Association shall obtain and maintain fidelity insurance against dishonest acts by any person, whether such person is compensated or uncompensated, responsible for handling the funds belonging to or administered by the Association. In the alternative, the Association may require such persons to obtain said fidelity insurance or to provide the Association with a fidelity bond at the expense of the Association, as the Board may determine. The Association shall be named as an additional insured/named insured or obligee under such insurance or bond, as the case may be. The amount of such insurance or bond shall be determined by the Board from time to time and the cost thereof shall be assessed against each of the Unit owners at the rate of 1/28th of the total cost to each.

d. Certificates. The Association shall, upon demand by a Unit owner, furnish the Unit owner certificates evidencing the insurance coverages to be obtained and maintained by the Association pursuant to paragraphs A, B and C above.

e. Other Insurance Coverages. The Association may maintain such other insurance coverages as its Board deems appropriate, including, by way of illustration, worker's compensation insurance (to the extent necessary to comply with any applicable laws) and the cost thereof shall be assessed against each of the Unit owners at the rate of 1/28th of the total cost to each.

f. Premiums. Premiums for the insurance coverages maintained by the Association pursuant to paragraph A(1) above shall be assessed to the Unit owners on the basis of the Property Insurance Percentage Interest, any use that creates a different rate for a respective unit,

plus a rate for any use adding additional cost to the liability policy.

g. Unit Owner's Insurance. Each Unit owner is individually responsible for obtaining and maintaining (i) fire, casualty and extended coverage insurance on their Unit and on all personal property within their Unit; and (ii) personal public liability insurance in adequate amounts covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with any of the uses, ownership or maintenance of his Unit and the interests appurtenant thereto. The insurance coverages referred to in this paragraph G shall be obtained from and maintained with the same insurance company which provides coverage pursuant to paragraphs A and B above, shall name the Association as an additional/named insured, and all premiums therefor shall be such owner's individual responsibility and expense. In the event the "same" insurance company denies coverage, said Unit owner shall obtain the same coverages naming the same additional insureds/named insured, from a company acceptable to the Association. The Unit owner shall provide to the Association upon request certificates evidencing the insurance coverages to be maintained by the owner pursuant to this paragraph G, and further evidencing that the condominium association is named as an additional insured on said insurance.

All seasonal trailers on rented units shall provide, upon request, proof of insurance to cover their trailers and contents.

XXII. 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 according to their percentage interest of each in the Common Elements except for insurance premiums, which shall be separately determined.

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 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.

XXIII. 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.

XXIV. UTILITIES. Utilities will be separately metered for each unit.

XXV. PETS, NUISANCES. No animals of any kind shall be raised, bred, or kept in any Unit or in the Common Elements except household pets of the Owners or Owners' guests subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property within three (3) days after receipt of written notice from the Association. Any animal wastes deposited anywhere in the Common Elements shall be promptly removed and the area cleaned by the Owner of the offending pet. Dogs shall be kept on a leash or otherwise tethered or confined so as not to run loose on the Common Elements.

XXVI. POOL AND FISHHOUSE. Unit twenty-six (26) has, as part of its limited common elements, a pool and a fish cleaning house. The owners of unit twenty-six (26) have, in the past, provided access to the pool and the fish house to the other unit owners on an annual basis for a given fee determined at its sole discretion. This opportunity will be available for the 2026 season, but there is no guarantee that it will continue. The owner of unit twenty-six (26), in their sole discretion, has the right to cease this use as long as the notice is sent to the other unit owners by March 1st of any given year.

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 IV 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 Unit Owners and their first mortgagees. Any amendment so adopted shall be certified by the President and Secretary of the Association in a form suitable for recording and shall become effective upon recording with the Sawyer 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 cannot 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 cannot, they shall each name a proposed arbitrator, and the two proposed arbitrators shall select a third person and the three shall serve as an arbitration panel chaired by the third person to resolve the dispute. The expense of the arbitration shall be shared equally by the disputants.

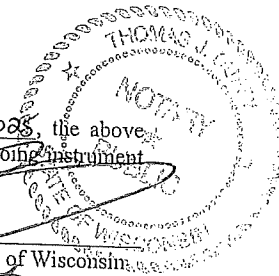
XXXII. SEVERABILITY AND INTERPRETATION. The invalidity of any provision of this Declaration or any part thereof shall not impair or affect in any manner the validity, enforceability, or effect of the rest of the Declaration. The intent of this Declaration is to comply with Chapter 703 of the Wisconsin Statutes. It shall be liberally construed in favor of enforceability.

Signed by:
Beverly Baribeau (SEAL)
471E4191E03243D
Beverly Baribeau

STATE OF WISCONSIN)
COUNTY OF SAWYER) ss

Personally came before me this 2nd day of December, 2008, the above named Beverly Baribeau, to me known to be the person who executed the foregoing instrument and acknowledged the same.

This document drafted by:
Attorney Thomas J. Duffy


Notary Public, Sawyer County, State of Wisconsin
My commission: [Signature]

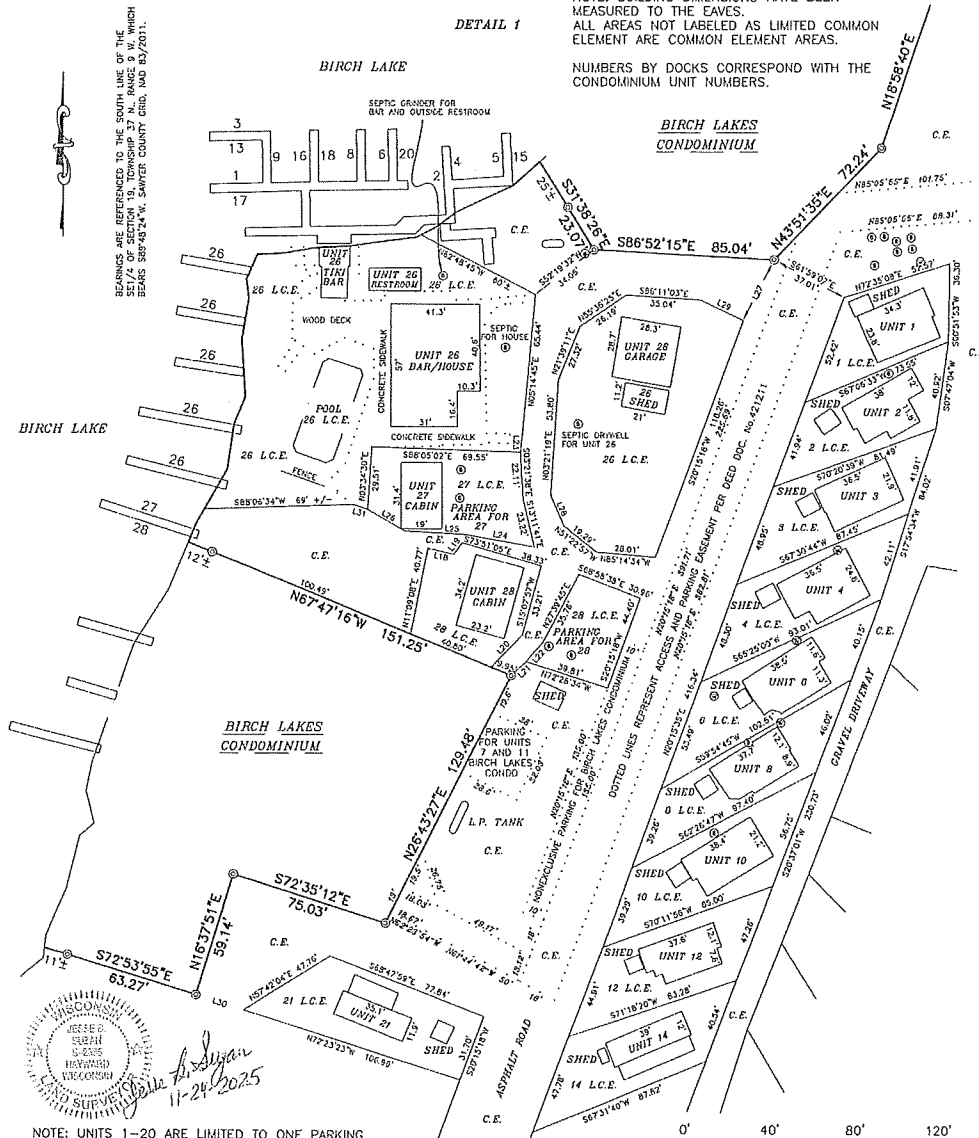
BIRCH LAKES RESORT CONDOMINIUM

LOCATED IN PART OF GOVERNMENT LOT 3, PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 9 WEST, IN THE TOWN OF EDGEWATER, SAWYER COUNTY, WISCONSIN.

NOTE: BUILDING DIMENSIONS HAVE BEEN MEASURED TO THE EAVES.
ALL AREAS NOT LABELED AS LIMITED COMMON ELEMENT ARE COMMON ELEMENT AREAS.

NUMBERS BY DOCKS CORRESPOND WITH THE CONDOMINIUM UNIT NUMBERS.

DETAIL 1



NOTE: UNITS 1-20 ARE LIMITED TO ONE PARKING SPACE PER LIMITED COMMON ELEMENT AREA. ADDITIONAL VEHICLE PARKING IS AVAILABLE ON COMMON ELEMENT AREA.

LINE TABLE

L18= 57°48'02"E 12.46'
L19= N36°38'23"E 6.75'
L20= S13°10'55"W 21.00'
L21= N47°14'57"E 8.47'
L22= N40°43'45"E 12.00'
L23= S20°04'17"W 6.85'
L24= N79°22'08"W 32.72'
L25= N80°51'05"W 28.46'
L26= N59°21'53"W 20.12'
L27= S26°52'28"W 31.65'
L28= N23°00'03"W 15.61'
L29= S84°16'33"E 22.44'
L30= S21°16'07"E 23.00'
L31= N72°01'23"W 7.30'

LEGEND

- ⊙ Found .75" Iron Rod
- ⊙ Septic Tank, Vent, or Clean out
- ⊙ Well, Water valve, or Spigot
- L.P. Tank
- C.E. Common Element Area
- L.C.E. Limited Common Element Area

JGB # 02323

Prepared by:

Jesse Suzan Land Surveying LLC

Phone No. 715-598-4668

13731W Sjöstrom Circle

Hoyward, WI 54843

Sheet 2 of 4 Sheets

BIRCH LAKES RESORT CONDOMINIUM

LOCATED IN PART OF GOVERNMENT LOT 3, PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 9 WEST, IN THE TOWN OF EDGEWATER, SAWYER COUNTY, WISCONSIN.

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SE1/4 OF SECTION 19, TOWNSHIP 37 N., RANGE 9 W., WHICH BEARS S89°48'24"W. SAWYER COUNTY GRID, MAG. 83/2011.

NOTE: BUILDING DIMENSIONS HAVE BEEN MEASURED TO THE EAVES.
ALL AREAS NOT LABELED AS LIMITED COMMON ELEMENT AREAS ARE COMMON ELEMENT AREAS.

DETAIL 2

LINK TABLE
L32= S45°37'42"W 23.08'
L33= S57°25'10"W 30.95'

NOTE: UNITS 1-20 ARE LIMITED TO ONE PARKING SPACE PER LIMITED COMMON ELEMENT AREA. ADDITIONAL VEHICLE PARKING IS AVAILABLE ON COMMON ELEMENT AREA.

11-24-2025

JOB # 02323

Prepared by:

Jesse Suzan Land Surveying LLC

Phone No. (715) 558-4668

13731W Sjaström Circle

Hayward, WI 54843

Sheet 3 of 4 Sheets

0' 50' 100' 150'
SCALE IN FEET 1" = 50'

LEGEND

- Set .75" x 18" Iron Rod wt. 1.50 lbs. per foot, unless noted
- ⊙ Found .625" Iron Rod w/cap.
- ⊙ Found .75" Iron Rod
- ⊙ Septic Tank, Vent, or Clean out
- ⊙ Well, Water valve, or Spigot
- ⊙ Electric Pedestal
- ⊙ L.P. Tank
- c.e. Common Element Area
- L.C.E. Limited Common Element Area

BIRCH LAKES RESORT CONDOMINIUM

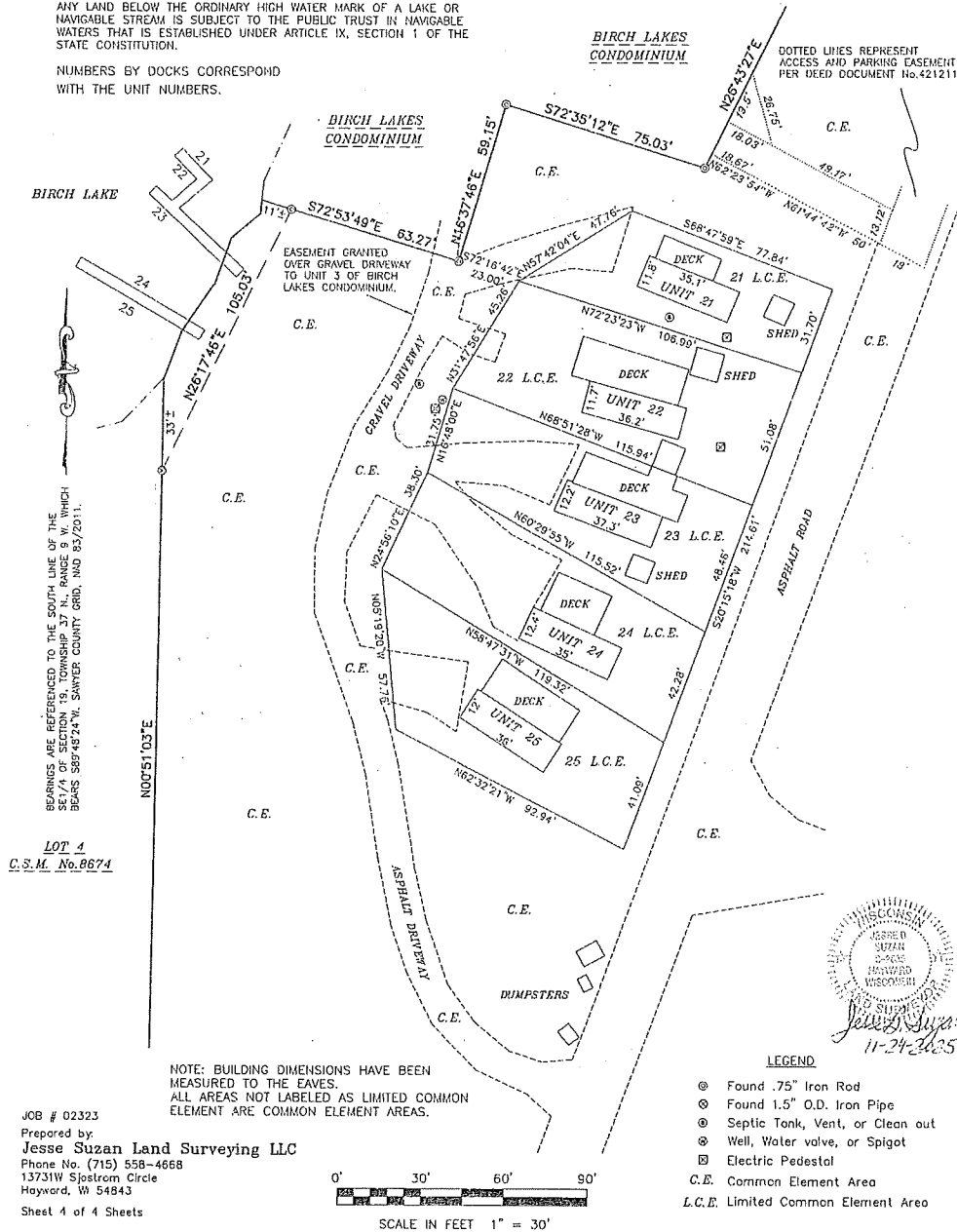
LOCATED IN PART OF GOVERNMENT LOT 3, PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 9 WEST, IN THE TOWN OF EDGEWATER, SAWYER COUNTY, WISCONSIN.

DETAIL 3

NOTE: THE ORDINARY HIGH WATER LINE OF BIRCH LAKE IS APPROXIMATE AND IS FOR REFERENCE ONLY.

ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1 OF THE STATE CONSTITUTION.

NUMBERS BY DOCKS CORRESPOND WITH THE UNIT NUMBERS.



BY-LAWS

BY LAWS
OF
BIRCH LAKES RESORT CONDOMINIUM

ARTICLE I

NAME AND PURPOSE

Section 1. Form of Unit Owner's Association: The Association of Unit Owners shall be administered as a non-profit unincorporated association.

Section 2. Name: The name of the Association is the BIRCH LAKES RESORT CONDOMINIUMS Association. (hereinafter "Association").

Section 3. Address: The principal office of the Association shall be located at **1085N County Road F, Birchwood, WI 54817**. This address shall also be the mailing address of the Association.

Section 4. Definitions: The Association has been organized to govern the BIRCH LAKES RESORT CONDOMINIUM established in compliance with Chapter 703 of the Wisconsin Statutes (the "Condominium Ownership Act"). The condominium instruments were recorded in the Office of the Sawyer County Register of Deeds, Hayward, Wisconsin on _____. The words "Property", "Unit", "Unit Owner", "Common Expenses", "Common Surpluses", "Common Elements", "Limited Common Elements", and others are used in these Bylaws as they are defined in the Condominium Ownership Act. The term "Executive Board" as used herein shall mean the Board of Directors and the Officers of the Association.

ARTICLE II
MEMBERSHIP

Section 1. Definition: Each Unit Owner shall be a member of the Association, and membership in the Association shall be limited to Unit Owners.

Section 2. Transfer of Membership and Ownership: Membership in the Association may be transferred only as an incident to the transfer of the transferor's Unit and his undivided interest in the Common Elements of the Condominium. Such transfer shall be subject to the procedures set forth in the Declaration.

ARTICLE III MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the Association membership shall be held at such time and place in Sawyer County, Wisconsin, as may be stated in the notice of the meeting or at any place and time agreeable to a majority of the members.

Section 2. Right to Vote: Each unit of the condominium through its owners, shall be entitled to cast one (1) vote and to appoint two (2) directors. At any meeting of the Members, every Member having the right to appoint Directors or be valid for such meeting or subsequent adjourned meetings thereof. The owner(s) of each Unit shall file a certificate with the Secretary naming the person(s) authorized to cast said Unit's vote, and to appoint Directors. If same is not on file, the vote of such Unit shall not be considered, nor shall the presence of said owner(s) at a meeting be considered in determining whether the quorum requirement has been met.

Section 3. Membership List: At least ten (10) days before every annual meeting a complete list of Members entitled to vote and to appoint Directors, arranged numerically by Units, with the residence of each member, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the meeting at the office of the Association, and shall be open to examination by any Member throughout such time.

Section 4. Quorum: Seventy-five (75%) percent of the total number of voting Members of the Association, present in person or represented by proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting of the Members, the members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 5: Vote Required to Transact Business: When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Wisconsin Statutes, the Declaration, or these Bylaws requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 6: Waiver and Consent: Whenever the vote of Members at a meeting is required or permitted by any provision of the Wisconsin Statutes, the Declaration, or these Bylaws in connection with any action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting, if such meeting were held, shall consent in writing to such action being taken.

Section 7: Annual Meeting:

A) The first annual meeting of Members shall be held at such time as the first appointment of Directors is held. In addition to the appointment of Directors at said first meeting, such other business as may properly come before the meeting may be transacted.

B) Regular annual meetings subsequent to the first meeting shall be on any date agreed to by the majority of the Members.

C) Meetings shall be held at a time agreeable to the majority of Members.

D) At the annual meeting, the Members shall appoint a Board of Directors and transact such other business as may properly come before the meeting.

E) Written notice of the annual meeting shall be served upon and mailed to each Member entitled to vote at their address as appears on the books of the Association, at least ten (10) days prior to the meeting.

Section 8: Special Meetings:

A) Special meetings of the Members, for any purpose(s) unless otherwise prescribed by statute or by the Articles, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of one (1) of the Members. Such request shall state the purpose or purposes of the proposed.

B) Written Notice of a special meeting of Members stating the time, place and object thereof, shall be served upon or mailed to each Member entitled to vote thereon, at their address as appears on the books of the Corporation, at least ten (10) days before such meeting.

C) Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 9: Order of Business: The order of business at annual Member's meetings and as far as practical at other members' meetings will be:

- A) Roll call;
- B) Reading of Minutes of the last meeting;
- C) Consideration of Communications;
- D) Resignations and elections;
- E) Reports of officers and employees;
- F) Reports of committees;
- G) Unfinished business;
- H) Original resolutions and new business;
- I) Adjournment.

ARTICLE IV DIRECTORS

Section 1. Number and Term. The number of directors which shall constitute the whole board shall be equal to the number of units sold. All directors shall be Members of the Association. Each unit of the condominium shall be entitled to appoint one (1) member to the Board of Directors. Each Director so appointed shall serve for a term of two (2) years.

Section 2. Vacancy and Replacement. If the office of any director or directors becomes vacant by reason of death, resignation, or sale of his unit, the unit which holds appointment rights shall be required to appoint a successor or successors within thirty (30) days.

Section 3. Removal. Directors may be removed by an affirmative vote of a majority of the qualified votes of members.

Section 4. Powers: The property and business of the Association shall be managed by the Board of Directors, which may exercise all powers not specifically prohibited by statute or the Declaration. No restrictions or regulations may be placed upon the property and business of the Association by any first mortgage lender without the written approval of each Unit Owner of the Association and each member of the Board of Directors. The Powers of the Board of Directors shall specifically include, but not be limited to the following:

A) To levy and collect according to the provisions of the Condominium Ownership Act, the Declaration, and these Bylaws regular and Special Assessments for Common Expense.

B) To use and expend the Assessments collected, to maintain, repair, replace, care for and preserve the units, Limited Common Elements and common Element, except those portions thereof which are required to be maintained, cared for and preserved by the Unit Owners, and for other Common Expenses.

C) To purchase the necessary equipment required in the maintenance, care and preservation referred to above.

D) To enter into and upon the units when necessary, with as little inconvenience to the Owners as possible, and then only after a reasonable effort to give notice to the Unit Owner, in connection with said maintenance, care and preservation.

E) To designate and hire personnel necessary for said maintenance, repair, replacement, care and preservation.

F) To insure and keep insured said Property in the manner set forth in the Declaration against loss from fire and other casualty and the Unit Owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.

G) To collect delinquent Assessments by suit or otherwise, abate nuisances; and enjoin or seek damages from the Unit Owners for violations of these Bylaws and the Declaration.

H) To employ and compensate such personnel as may be required for the maintenance and preservation of the property.

I) To make reasonable Rules and Regulations for the occupancy of the Units and use of the Common Elements.

J) To carry out the obligations of the Association under any easements, restrictions or covenants running with any land submitted to Condominium ownership.

K) To maintain legal actions, on behalf of the Unit Owners or the Association with respect to any cause of action relating to the common areas and facilities of more than one unit.

L) To adopt budgets for revenues, expenditures and reserves.

M) To cause additional improvements to be made as a part of the Common Elements.

N) To grant easements through or over the Common Elements.

O) Expansion Authorization. Any expansion shall be as outlined in the Declaration of BIRCH LAKES RESORT Condominium.

Section 5. Compensation: The Directors and Officers of the Association shall receive no compensation for their services, except by specific resolution of the membership.

Section 6. Meetings:

A) The first meeting of each Board newly appointed by the Members shall be held immediately upon adjournment of the meeting at which they were appointed provided a quorum of a majority of the Board shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the Members' meeting, and immediately after the adjournment of same.

B) Special meetings shall be held whenever called by the President or majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram or telephone, at least ten (10) days before the date of such meeting, but the directors may waive notice of the calling of the meeting. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by him. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

C) A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board, unless otherwise provided for by express provisions of

the Wisconsin Statutes, the Declaration, or Bylaws. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

Section 7. Order of Business: The order of business at all meetings of the Board shall be the same as for the member's meetings, Article III, Section 9, page 3, above.

Section 8. Annual Statement: The Board shall present, no less often than at each annual meeting a full and clear statement of the business and condition of the Association including a report of the operation expenses of the Association and the assessments paid by each member.

ARTICLE V OFFICERS

Section 1. Executive Officers: The executive officers of the Association shall be a President, Vice President, Treasurer, and Secretary, all of whom shall be elected annually from the membership by a majority vote of said Board at the annual meeting of the Board as established by these Bylaws. Any two of said offices may be united in one person, except that the President shall not also be the Vice President.

Section 2. Subordinate Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal: All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to an officer.

Section 4. The President:

A) The President shall be Chairman of and shall preside at all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, and shall see that all orders and resolutions of the Board are carried into effect.

B) The President shall supervise and direct all other officers of the Association and shall see their duties are performed properly.

C) The President shall submit a report of the operations of the Association for the fiscal year to the Directors (whenever called for by them) or at their annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the Association may require be brought to their notice.

D) The President shall be an ex officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of an association.

Section 5. The Vice President.

The Vice President shall assist the President, and if necessary, serve in his absence.

Section 6. The Secretary.

A) The Secretary shall keep the minutes of meetings of the Members and of the Board of Directors in one or more books provided for that purpose. These minutes shall include all resolutions adopted at such meetings.

B) The secretary shall see that all notices are duly given in accordance with the provisions of these Bylaws or as otherwise required by law.

C) The Secretary shall be custodian of the corporate records and any seal of the Association and shall see that any seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws.

D) The Secretary shall keep a current roster of the names and addresses of each Member, which shall be furnished to the Secretary by such Member.

E) The Secretary shall also count and record the votes at all meetings of the Members.

F) In General, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer:

A) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

B) The Treasurer shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

C) The Treasurer shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Elements and Facilities, specifying and

itemizing the maintenance and repair expenses of the Common Elements and Facilities and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the Members at convenient hours.

D) The Treasurer may be required to give the Association a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the Association in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association.

Section 8. Vacancies: If the Office of the President, Vice President, Secretary or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors shall request the owner of the Unit which appointed that Board member to choose a successor who shall hold office for the unexpired portion of the term of the vacated office.

Section 9. Resignations: Any Director or other officer may resign his office at any time, in writing, which resignation shall take effect from the time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE VI NOTICES

Section 1. Definitions: Whenever under the provisions of the Wisconsin Statutes, the Declaration, or these Bylaws, notice is required to be given to any Director or Member, it shall not be construed to mean personal notice, but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the corporation.

Section 2. Service of Notice of Waiver: Whenever any notice is required to be given under the provisions of the Wisconsin Statutes, the Declaration, or these Bylaws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address: The address for notice to the Association is 1085N County Road F, Birchwood, WI 54817.

ARTICLE VII FINANCES

Section 1. Fiscal Year: The fiscal year shall be the calendar year.

Section 2. Checks: All checks or demands for money of the Association shall be signed by either the President or Treasurer. The Board of Directors by resolution may require more than one (1) signature.

Section 3. Determination of Assessments:

A) In furtherance of the provisions as set forth in the Declaration, the Board of Directors shall fix Assessments adequate to meet the Common Expenses of the Condominium. Common Expenses shall include, but not be limited to:

1) The costs as set forth in that certain well agreement, for operating, maintaining, repairing, and any necessary replacing of the well, pump, and any other common utility and all areas or facilities, actually used and available for use in common by Unit Owners and tenants, and the employees, agents, servants, customers and other invitees of Unit Owners and tenants.

2) The cost of maintaining adequate insurance coverage as required by the Declaration or as directed by the Board of Directors.

3) Trash, Rubbish, Garbage and other refuse removal from the Common Elements.

4) Any compensation to be paid to members or others for work done for the benefit of the Association and all other expenses of the Association approved by the Board of Directors or membership.

5) Maintenance of a working capital fund, at least during the initial months of the condominium.

The Board of Directors is specifically empowered on behalf of the Association to make and collect assessments. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing Common Expenses provided in the Declaration. Said assessments shall be payable as provided in the Declaration. Special assessments, which may be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular assessments.

B) When the Board of Directors has determined the amount of any assessment, the Secretary or Treasurer shall mail or present a statement of the Assessment to each of the Unit Owners. All assessments shall be payable to the Association as provided in the Declaration, and upon request, the Secretary or Treasurer shall give a receipt for each payment made.

C) Notwithstanding anything in these Bylaws, or the Declaration which authorize expenditures after the first election of Directors, no expenditure for the improvement of the Common Elements exceeding \$500.00 per annum shall be made without the approval of seventy-five (75%) percent of the Membership.

Section 4. Books of Receipts and Expenditures; Availability for Examination: The Association shall keep detailed, accurate records using standard bookkeeping procedures of the receipts and expenditures affecting the Common Elements, specifying the itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. The records and the vouchers authorizing the payments shall be available for examination by the Unit Owners at convenient hours.

Section 5. The Association has the right to employ a manager to rent owner's units for a fee to be determined by the unit owners and set forth in the management agreement. The property managers agreement would be provided annually by May 1 of each year.

ARTICLE VIII RULES AND REGULATIONS

In addition to the other provisions of these Bylaws, the following Rules and Regulations, together with such additional Rules and Regulations as may hereafter be adopted by the Board of Directors, shall govern the use of Units and the conduct of all residents thereof.

A) The use of the Unit and the undivided interest in the Common Elements appurtenant to such Unit in the percentage specified and established in the Declaration shall be consistent with existing law and the Declaration to which these Bylaws become a part.

B) Common Elements shall not be obstructed, littered, defaced, or misused in any manner.

C) The Common Elements shall be kept free from rubbish, debris, and other unsightly materials, and shall not be obstructed, littered, defaced or misused in any manner.

ARTICLE IX DEFAULT

In the event a Unit Owner does not pay any sum, charge, or Assessment required to be paid to the Association within thirty (30) days from the due date, the same shall constitute a lien on the interest of such Unit Owner as provided under the Wisconsin Condominium Ownership Act. Such lien may be asserted as provided in Section 703.16 of Condominium Ownership Act. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without the assertion of the lien securing the same.

In the event a statement of condominium lien has been filed pursuant to the above-referred-to statute section, the Owners of that Unit may not vote at any subsequent regular or special meetings of the Association until the amount due and owing has been paid.

In the event of a violation of the provisions of the Declaration or Bylaws, which violation is not corrected within thirty (30) days after notice from the Association to the Unit Owner to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct the violation.

In the event such legal action is brought against a Unit Owner and results in a judgment for the Plaintiff, the Defendant shall pay the Plaintiff's reasonable attorney's fees and court costs.

Each Unit Owner, for himself, his heirs, successors, and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of the other equally adequate procedures. It is the intent of all Unit Owners to

give the Association such powers and authority which will enable it to operate on a businesslike basis to collect those monies due and owing it from Unit Owners, and to preserve each Unit Owner's right to enjoy his Unit free from unreasonable restraint and nuisance.

ARTICLE X AMENDMENT

These Bylaws may be amended at any duly called meeting of the Members. The notice of the meeting shall contain a full statement of the proposed amendment. It shall be necessary that there be an affirmative vote of seventy-five (75%) percent of all the Members to amend these Bylaws. No amendment to these Bylaws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgage unless that mortgagee expressly consents.

ARTICLE XI CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

If there is any conflict between any provisions of these Bylaws and any provisions of the Declaration or the Condominium Ownership Act, the latter two shall control.

The foregoing was adopted as the Bylaws of BIRCH LAKES RESORT CONDOMINIUM Association at the first meeting of its Board of Directors.

Secretary

APPROVED:

Director

MANAGEMENT AND EMPLOYMENT CONTRACTS

MANAGEMENT AND EMPLOYMENT CONTRACTS

See budget for specific financial details.

GARBAGE – Republic Services

LAWN MAINTENANCE - JDR Lawncare

SEPTIC PUMPING - Ken-Way

BOOKEEPING - Natalie Clemens

ARTICLES OF INCORPORATION

The form of Unit Owner's Association: The Association of Unit Owners shall be administered as a non-profit unincorporated association.

Therefore, there are no Articles of Incorporation.

See page 1 of the Bylaws.

ANNUAL OPERATING BUDGET

BIRCH LAKES RESORT CONDOMINIUM BUDGET

Expenses	Annual Total	Units 1-20 Monthly	Units 21-25 Monthly	Unit 26 (Bar) Monthly	Unit 27 Monthly	Unit 28 Monthly
Garbage	\$2,314.11	\$14.81	\$14.81	\$62.82	\$14.81	\$14.81
Lawn Maintentance	\$8,190.00	\$58.50	\$58.50	\$58.50	\$58.50	\$58.50
Bookkeeping/Office	\$1,400.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Outdoor Lighting	\$266.70	\$1.91	\$1.91	\$1.91	\$1.91	\$1.91
Gibson Water System	\$3,317.60	\$22.88	\$22.88	\$45.76	\$22.88	\$22.88
Electrical - Pump up 1-20	\$366.64	\$3.67	\$0.00	\$0.00	\$0.00	\$0.00
Electrical - Pump up 21-25	\$183.32	\$0.00	\$7.33	\$0.00	\$0.00	\$0.00
Septic 1-20	\$1,700.00	\$17.00	\$0.00	\$0.00	\$0.00	\$0.00
Septic 21-25	\$225.00	\$0.00	\$9.00	\$0.00	\$0.00	\$0.00
Septic 26	\$2,661.75	\$0.00	\$0.00	\$532.35	\$0.00	\$0.00
Septic 27	\$637.50	\$0.00	\$0.00	\$0.00	\$127.50	\$0.00
Septic 28	\$637.50	\$0.00	\$0.00	\$0.00	\$0.00	\$127.50
Insurance	\$1,500.00	\$10.71	\$10.71	\$10.71	\$10.71	\$10.71
Contingency	\$1,400.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Total	\$24,800.12	\$149.48	\$145.14	\$732.05	\$256.31	\$256.31

LEASES

LEASES

See budget for specific financial details.

Gibson Water System

EXPANSION PLANS

DECLARATION OF CONDOMINIUM
OF
BIRCH LAKES RESORT CONDOMINIUM

The Declaration of Condominiums made under the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, by BEVERLY BARIBEAU, hereinafter referred to as the "Declarant".

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 "A", attached hereto and incorporated herein by reference as though fully set forth. It is located in the Township of Edgewater, County of Sawyer, State of Wisconsin. The mailing address is 1085N County Rd. F, Birchwood, WI 54817.

III. NO SEVERANCE OF OWNERSHIP. No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other, shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

IV. DESCRIPTION OF UNITS. There are two (2) cabins, one (1) commercial bar/restaurant, with living quarters, and twenty-five (25) trailer pads on the land referred to in paragraph II. Each building contains one (1) condominium unit (hereinafter "unit"). A Survey Plan of the land showing the location and diagrammatic floor plans showing the approximate dimensions and floor area of each building on the land is attached to this Declaration as Exhibit "A." Exhibit "A" shall hereafter be referred to as the "Condominium Plat."

The trailer homes do not belong to the declarant, and any purchaser is responsible for providing their own trailer home or purchasing one on the pad. Any trailer on an existing unit or the home units shall not be allowed to modify the color of siding or roof to other than earth tone

MAPS AND FLOOR PLANS

to agree on an arbitrator. If they cannot, they shall each name a proposed arbitrator, and the two proposed arbitrators shall select a third person and the three shall serve as an arbitration panel chaired by the third person to resolve the dispute. The expense of the arbitration shall be shared equally by the disputants.

XXXII. SEVERABILITY AND INTERPRETATION. The invalidity of any provision of this Declaration or any part thereof shall not impair or affect in any manner the validity, enforceability, or effect of the rest of the Declaration. The intent of this Declaration is to comply with Chapter 703 of the Wisconsin Statutes. It shall be liberally construed in favor of enforceability.

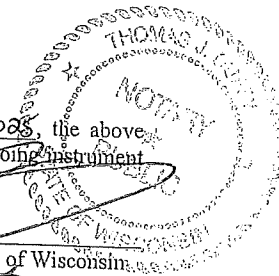
Signed by:
Beverly Baribeau (SEAL)
471E4191D03243D
Beverly Baribeau

STATE OF WISCONSIN)
COUNTY OF SAWYER) ss

Personally came before me this 2nd day of December, 2008, the above named Beverly Baribeau, to me known to be the person who executed the foregoing instrument and acknowledged the same.

This document drafted by:
Attorney Thomas J. Duffy

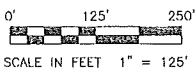
Notary Public, Sawyer County, State of Wisconsin
My commission: [Signature]



LOCATED IN PART OF GOVERNMENT LOT 3, PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 9 WEST, IN THE TOWN OF EDGEWATER, SAWYER COUNTY, WISCONSIN.

ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1 OF THE STATE CONSTITUTION.

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE
 SE1/4 OF SECTION 19, TOWNSHIP 37 N., RANGE 9 W. WHICH
 BEARS S89°48'24"W. SAWYER COUNTY GRID. NAD 83/2011.



NOTE: UNITS 1-20 ARE LIMITED TO ONE PARKING SPACE PER LIMITED COMMON ELEMENT AREA. ADDITIONAL VEHICLE PARKING IS AVAILABLE ON COMMON ELEMENT AREA.

THE NUMBERS BY THE DOCKS
CORRESPOND WITH THE
CONDOMINIUM UNIT NUMBERS.

TOTAL AREA
190,940 SQ. FT.±
11.27 ACRES±

MAPLE TERRACE DRIVE (588'53'E 250.00')

32	31	30	SET SUR MARKER
----	----	----	-------------------

29

FUTURE EXPANSION AREA
FOR 8 ADDITIONAL CAMPING UNITS.
(UPON APPROVAL OF A CONDITIONAL

(USE PERMIT)

33 POLE SHED 26

34

35

Country	1950	1960	1970	1980
United States	15	12	10	8
Canada	10	8	6	4
Mexico	45	35	25	15
Cuba	55	45	35	25
Brazil	65	55	45	35
Chile	75	65	55	45
Argentina	85	75	65	55
Colombia	95	85	75	65
Venezuela	100	90	80	70
Peru	100	90	80	70
Ecuador	100	90	80	70
Guatemala	100	90	80	70

598.2g.

STATE H

2337

SURVEYOR'S C
I. Jesse B. Su

TH VARIES

O.P. WIDTH

iron rod; then
rod; thenca, S
151.25' to a f
iron rod; then

rod; thence, R
to a found iron
iron rod; thence
220.28' to a f
back to

48; thence
thence, N69°43'
450,940 square
of Birch Lake,

of the Wisconsin
identification of
said survey and

11/11/1964
 Jesse B. Sizer

SOUTH 1/4 CORNER

SEC. 19-37-9
FOUND .625" IRON ROD
WITH CAP.

Cooperating LLC

SEE SHEETS 2-
ELEMENT AND L

.....

SOUTHEAST CORNER
SEC.19-37-9
FOUND SURVEY MARKER
NAIL 1/2" TOP.

SEE SHEETS 2-4 FOR DETAIL OF COMMON
ELEMENT AND LIMITED COMMON ELEMENT AREAS.

LINE TABLE

L1=	N00°54'04"E	39.36'	(N00°54'25"E 39.26')
L2=	S72°33'40"E	63.27'	(S72°10'02"E 63.28')
L3=	S5°44'44"E	55.42'	(N47°31'03"E 59.08')
L4=	S31°38'26"E	23.07'	(S30°56'47"E 23.22')
L5=	K43°51'35"E	72.24'	(N44°46'00"E 72.22')
L6=	N18°57'15"E	61.67'	(N19°49'13"E 61.76')
L7=	S08°23'12"E	60.65'	
L8=	S37°23'00"E	31.28'	(S36°34'09"E 31.28')
L9=	S25°32'33"W	13.73'	
L10=	N46°18'50"E	12.01'	
L11=	N77°02'34"E	66.38'	
L12=	N80°04'08"E	52.87'	
L13=	S69°07'57"E	58.92'	
L14=	S55°06'23"E	46.94'	
L15=	N70°08'06"E	74.20'	
L16=	N00°52'03"E	50.00'	
L17=	N89°07'57"W	106.30'	

SURVEYOR'S CERTIFICATE:

I, Jesse B. Suzon, A Professional Wisconsin Land Surveyor, hereby certify that on the order of Pete Buribeaou, I have surveyed and mapped Birch Lakes Resort Condominium. Located in part of Government Lot 3, part of the Southwest Quarter of the Southeast Quarter, and part of the Northwest Quarter of the Southeast Quarter, of Section 19, Township 37 North, Range 9 West, in the Town of Edgewater, Sawyer County, Wisconsin, described as follows:

[illegible]

Jette B. Suzon 11-24-2025
 Jette B. Suzon Wisconsin Professional Land Surveyor No. 2635

LEGEND

- ✧ P.L.S.S. Corner Monument of Record as noted.
- Set .75" x 18" Iron Rod wt. 1.50 lbs. per foot. unless noted
- ⊗ Found .625" Iron Rod w/cap.
- ⊙ Found .75" Iron Rod
- Found 1.5" O.D. Iron Pipe
- Found 1" O.D. Iron Pipe
- Found .5" Square Iron Bar
- Found 2.5" O.D. Iron Pipe
- xxxx) Recorded Data

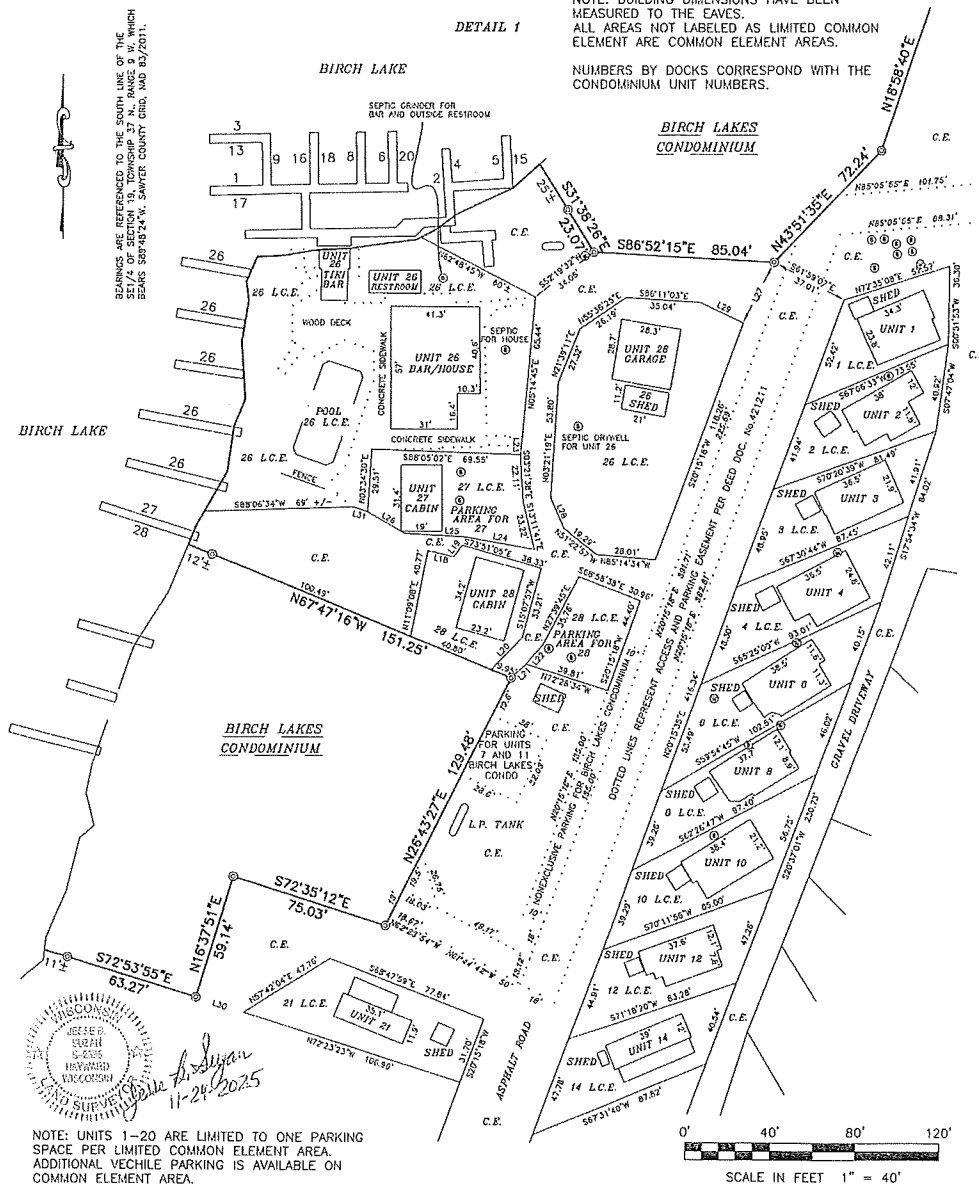
BIRCH LAKES RESORT CONDOMINIUM

LOCATED IN PART OF GOVERNMENT LOT 3, PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 9 WEST, IN THE TOWN OF EDGEWATER, SAWYER COUNTY, WISCONSIN.

NOTE: BUILDING DIMENSIONS HAVE BEEN MEASURED TO THE EAVES.
ALL AREAS NOT LABELED AS LIMITED COMMON ELEMENT ARE COMMON ELEMENT AREAS.

NUMBERS BY DOCKS CORRESPOND WITH THE CONDOMINIUM UNIT NUMBERS.

DETAIL 1



NOTE: UNITS 1-20 ARE LIMITED TO ONE PARKING SPACE PER LIMITED COMMON ELEMENT AREA. ADDITIONAL VEHICLE PARKING IS AVAILABLE ON COMMON ELEMENT AREA.

JOB # 02323

Prepared by:

Jesse Suzan Land Surveying LLC

Phone No. 715-598-4668

13731W Sjöstrom Circle

Hayward, WI 54843

Sheet 2 of 4 Sheets

BIRCH LAKES RESORT CONDOMINIUM

LOCATED IN PART OF GOVERNMENT LOT 3, PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 9 WEST, IN THE TOWN OF EDGEWATER, SAWYER COUNTY, WISCONSIN.

BOUNDARIES ARE REFERENCED TO THE SOUTH LINE OF THE SECTION 19, TOWNSHIP 37 NORTH, RANGE 9 WEST, WHICH BEARS S89°48'24"W 30.99'

NOTE: BUILDING DIMENSIONS HAVE BEEN MEASURED TO THE EAVES.
ALL AREAS NOT LABELED AS LIMITED COMMON ELEMENT AREAS ARE COMMON ELEMENT AREAS.

DETAIL 2

LINE TABLE
L31= S45°37'42"W 23.09'
L32= S37°25'10"W 30.99'

NOTE: UNITS 1-20 ARE LIMITED TO ONE PARKING SPACE PER LIMITED COMMON ELEMENT AREA. ADDITIONAL VEHICLE PARKING IS AVAILABLE ON COMMON ELEMENT AREA.

11-24-2025

JOB # 02323
Prepared by:
Jesse Suzan Land Surveying LLC
Phone No. (715) 558-4660
13731W Sjomstrom Circle
Hayward, WI 54843
Sheet 3 of 4 Sheets

0' 50' 100' 150'
SCALE IN FEET 1" = 50'

LEGEND

- Set .75" x 18" Iron Rod wt. 1.50 lbs. per foot, unless noted
- ⊙ Found .625" Iron Rod w/cap.
- ⊙ Found .75" Iron Rod
- ⊙ Septic Tank, Vent, or Clean out
- ⊙ Well, Water valve, or Spigot
- ⊙ Electric Pedestal
- ⊙ L.P. Tank
- c.e. Common Element Area
- l.c.e. Limited Common Element Area

DISCLOSURE TO CUSTOMERS

1 Prior to negotiating on your behalf, the brokerage firm, or an agent associated with the firm, must provide you the
2 following disclosure statement:

3 **DISCLOSURE TO CUSTOMERS** You are a customer of the brokerage firm (hereinafter Firm). The Firm is either an agent of
4 another party in the transaction or a subagent of another firm that is the agent of another party in the transaction. A
5 broker or a salesperson acting on behalf of the Firm may provide brokerage services to you. Whenever the Firm is
6 providing brokerage services to you, the Firm and its brokers and salespersons (hereinafter Agents) owe you, the
7 customer, the following duties:

- 8 ■ The duty to provide brokerage services to you fairly and honestly.
- 9 ■ The duty to exercise reasonable skill and care in providing brokerage services to you.
- 10 ■ The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
11 unless disclosure of the information is prohibited by law.
- 12 ■ The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
13 information is prohibited by law (see lines 57-66).
- 14 ■ The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your
15 confidential information or the confidential information of other parties (see lines 24-40).
- 16 ■ The duty to safeguard trust funds and other property held by the Firm or its Agents.
- 17 ■ The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
18 advantages and disadvantages of the proposals.

19 Please review this information carefully. An Agent of the Firm can answer your questions about brokerage services,
20 but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home
21 inspector.

22 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-
23 language summary of the duties owed to a customer under section 452.133(1) of the Wisconsin statutes.

24 **CONFIDENTIALITY NOTICE TO CUSTOMERS** The Firm and its Agents will keep confidential any information given to the Firm
25 or its Agents in confidence, or any information obtained by the Firm and its Agents that a reasonable person would want
26 to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose particular
27 information. The Firm and its Agents shall continue to keep the information confidential after the Firm is no longer
28 providing brokerage services to you.

29 The following information is required to be disclosed by law:

- 30 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 52-60).
- 31 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection report
32 on the property or real estate that is the subject of the transaction.

33 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may list
34 that information below (see lines 36-40). At a later time, you may also provide the Firm or its Agents with other information
35 you consider to be confidential.

36 **CONFIDENTIAL INFORMATION:** _____
37 _____

38 **NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents): _____
39 _____
40 _____ (Insert information you authorize to be disclosed, such as financial qualification information.)

41 **THIS IS A DISCLOSURE AND DOES NOT CREATE A CONTRACT. THIS DISCLOSURE IS TO BE PROVIDED BY**
42 **AN AGENT ASSOCIATED WITH A LISTING FIRM OR WITH A SUBAGENT FIRM PROVIDING BROKERAGE**
43 **SERVICES TO A BUYER OR TENANT.**

44 **FAIR HOUSING/ NON-DISCRIMINATION**
45 The Firm and its agents agree that they will not discriminate based on race, color, sex, sexual orientation as defined in
46 Wisconsin Statutes § 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age,
47 ancestry, family status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

48 **NOTICE ABOUT SEX OFFENDER REGISTRY**
49 You may obtain information about the sex offender registry and persons registered with the registry by contacting the
50 Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov> or by telephone at 608-240-5830.

DEFINITIONS

A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of such significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made concerning the transaction.

COMPENSATION

The Firm does not charge compensation to show homes to a customer under this disclosure.

Real estate commissions and compensation are not set by law and are fully negotiable. A firm may not represent that the firm's services are free or available at no cost to their clients, unless they receive no financial compensation from any source for those services.

The Firm may receive compensation from the listing firm as an agent working with a buyer as customer in the purchase of a property.

ACKNOWLEDGMENT

Wisconsin law requires the Firm to request the customer's signed acknowledgment that the customer has received a copy of this written disclosure statement if the Firm will provide brokerage services related to real estate primarily intended for use as a residential property containing one to 4 dwelling units.

SIGNING THIS FORM TO ACKNOWLEDGE RECEIPT DOES NOT CREATE ANY CONTRACTUAL OBLIGATIONS FOR EITHER THE CUSTOMER OR THE FIRM.

By signing and dating below I/we acknowledge receipt of a copy of this disclosure.

(x) _____	_____	_____
Customer Signature ▲	Print Name ▲	Date ▲

(x) _____	_____	_____
Customer Signature ▲	Print Name ▲	Date ▲

(x) _____	Woodland Dev & Realty	01/13/2026
Agent for Firm ▲ Print Name ► Gary Nathan	Firm Name ▲	Date ▲