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REGISTER'S OFFICE SAUK COUNTY, WIS.

SECOND AMENDMENT TO

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CONDOMINIUM DECLARATION

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OF

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

SUMMER OAKS CONDOMINIUM

PHASE II

THIS SECOND AMENDMENT TO THE DECLARATION IS MADE PURSUANT to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes, hereinafter sometimes referred to as the "Act", and pursuant to Article 14 of the Declaration which is dated March 30, 1981, and which was recorded on March 31, 1981, in Volume 1 of Condominiums on page 140 as Document Number 444388 at the Sauk County Register of Deeds office, by Summer Oak Coves, a general partnership consisting of John E. Kassner and John A. Kassner, the Declarants in the aforementioned Declaration and hereinafter referred to as the Declarant in this Second Amendment.

1. STATEMENT OF DECLARATION

The purpose of this Second Amendment to the Declaration is to submit additional lands, hereinafter described, and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and to the terms of the Declaration of Condominium of Summer Oaks Condominium previously mentioned, as previously amended from time to time.

Declarant hereby declares that it is the sole owner of the real property described in Article 2(A) herein, except as to easements and reservations described therein, together with all buildings and improvements thereon, (hereinafter referred to as "Phase II property") which is hereby submitted to the condominium form of ownership as provided in the Act and the Declaration as previously and as herein amended, and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration, as it is from time to time amended, and of the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the property. In so doing, the Declarant adds the Phase II property as additional property, thereby expanding Summer Oaks Condominium.

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2. LEGAL DESCRIPTION AND EASEMENTS

A. Description of Land. The Phase II property is described as follows:

A parcel of land located in Government Lot 5, Section 17, T10N, R7E, Town of Merrimac, Sauk County, Wisconsin, and also being part of Lots 3, 4 and 5 of the Plat of Summer Oak Coves;

Beginning at the southeast corner of said Lot 3; thence N18° 42'36"E, 92.64 feet; thence East 108.00 feet; thence South 120.00 feet; thence East 50.00 feet; thence North 84.97 feet; thence East 180.00 feet; thence South 149.97 feet; thence West 175.00 feet; thence North 45.00 feet; thence West 177.68 feet to the northeast right-of-way line of Coves Point Circle; thence along the arc of a curve on said right-of-way, radius 60 feet; the long chord of which bears N16°03'20"W, 54.37 feet to the point of beginning.

The above parcel is subject to easements or record and contains 1.04 acres, more or less.

and is depicted on page 2 of Exhibit 2 to this Second Amendment, as Phase II. Said Phase II property is hereby subjected to the provisions of the Declaration as it is from time to time amended.

B. Casement Reservation. A portion of the property described as Phase II is subject to an easement reserved by Wisconsin Power and Light Company contained in a quit claim deed dated January 17, 1979, and recorded at the Sauk County Register of Deeds office on February 7, 1979, in Reel 137 of Records as Image 708 bearing Document Number 429550, which reads as follows:

"Reserving unto Grantor (Wisconsin Power and Light Co.), its successors and assigns the perpetual right and easement to back water over or under, submerge, flood or otherwise damage, without liability, and premises described herein through back water or otherwise, whether caused by flooding, erosion, seepage of ground water, lack of drainage, obstructed drainage, or in any manner whatever resulting from the construction, operation and maintenance of Grantor's dams, power plants or works appurtenant thereto; located in, across or adjacent to Lake Wisconsin."

said property is described as follows:

A parcel of land located in Gov't Lot 5 of Sec. 17, T10N, R7E, Town of Merrimac, Sauk County, Wisconsin, described as follows:

Beginning at the SW corner of Lot 6 of the Plat of Summer Oak Coves; thence S77°34'00E 130 feet along the south side of said Lot 5; thence N18°42'00"E 64 feet along the southeast side of said Lot 6; thence N26°06'00"E 192.44 feet along the southeast side of Lot 5 of said Plat; thence

south 1.93 feet; thence east 175 feet; thence S60°E 47.24 feet to a point on a meander line; thence S30°W 301.82 feet along said meander line; thence west 277.53 feet along said meander line to the end thereof; thence N13°31'37"W 83.81 feet to the Point of Beginning.

The above easement includes all the land between the meander line described and the water line of Lake Wisconsin and contains 2.25 acres of land more or less.

C. Reservation of Mineral Rights. The United States of America has reserved mineral rights over the property previously described as Phase II. That reservation is contained in two deeds recorded at the Sauk County Register of Deeds office in Volume 217 of Deeds on Page 210 and on Page 335 respectively, which reads as follows:

All uranium, thorium, and other materials determined pursuant to Section 5(b)(I) of the Atomic Energy Act of 1946 (60 Stat. 761) to be perculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

D. Reservation by Declarant. Declarant expressly declares, reserves and accepts access, recreational and development easements over the lands herein annexed to Summer Oaks Condominium, previously referred to as Phase II property, for the benefit of,

and as necessary in connection with, the development and use of lands owned by the Declarant, its successors or assigns, adjacent to or in the locale of the property subject to this Declaration. Said adjacent or nearby lands are shown on page 5 of Exhibit 2 as "Expansion Lands" and are described as follows:

SUMMER OAKS CONDOMINIUM - DESCRIPTION OF EXPANSION LANDS

A parcel of land located in Government Lot 5, Section 17, Tlow, R7E, and described as follows:

Beginning at the southeast corner of Lot 7 of the Plat of Summer Oak Coves; thence N77°34'W, 185 feet; thence N77° 41'W, 139 feet; thence N46°08'W, 91.00 feet; thence N42° 25'12"W, 238.37 feet; thence N21°15'45"W, 193.03 feet; thence S13°00'W, 100.00 feet; thence S24°00'E, 210.00 feet; thence West 328.92 feet; thence S62°00'W, 129.11 feet; thence West 42.12 feet to the east right-of-way line of Highway "78"; thence NO°28'E, B12.99 feet along said rightof-way to the north line of Section 17; thence N89°55'E, 1048.37 feet along said north line; thence South 267.52 feet; thence East 401.25 feet; thence N30°00'E, 115 feet; thence N80°00'E, 326.57 feet; thence S54°00'E, 120.98 feet to a point on a meander line; thence \$36°41'13"%, 736.71 feet along said meander line to the end thereof; thence N60°00'W, 47.24 feet; thence West 175.00 feet; thence North 45.00 feet; thence West 177.68 feet; thence along the arc of a curve concave to the north, radius 60 feet (the long chord of which bears \$78°45'40"W, 111.16 feet); thence S13°31'37"E, 233.32 feet to the point of beginning. Excepting therefrom the Phase II property described in Article 2(A) of this Second Amendment.

The above parcel is to include the lands between the meander line described and the water line of Lake Wisconsin; and contains, after this annexation, 26.6 acres of land,

Included in this reservation of easements are easements for purposes of access, recreation and rights-of-way across the lands subject to this Declaration and easements for the use of the boat dockage and other common elements provided in Phase I by this Declaration. Such easements shall be effective whether or not said land is ultimately developed, in part or totally, as part of this Condominium. The access and recreation easements herein reserved shall not be interpreted to allow the owners of lands or condominium units not located in Phase II to park in the parking spaces in Phase II. Those parking spaces are for the exclusive use of the owners of the units in Phase II and their guests, tenants, invitees and licensees. Declarant and Developer shall, however, be entitled to use said parking spaces at all times. Each unit owner, by acceptance of any deed to any unit herein, shall be deemed to grant to the Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to execute and record all documents and test with

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necessary to carry out the provisions and intent of this paragraph. The easements here reserved shall be continuing covenants running with the land subject hereto.

3. NAME AND ADDRESS

The Phase II property, together with the Phase I property, and all buildings and improvements thereon or hereinafter constructed thereon, together with any additional lands hereinafter annexed to Phases I and II pursuant to Article 14 of the Declaration, shall be known as

SUMMER OAKS CONDOMINIUM

Its address is: Route 1, Box 64R, Unit 1 through Unit 32, Merrimac, Wisconsin 53561.

4. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be one (1) main building on the real estate described in Article 2(A) herein as Phase II property. That building shall contain eight (8) units. Said building shall be a raisedranch, two-level building consisting of a lower living and sleeping area which shall be partially above and below grade and an upper level living and sleeping area which shall be entirely above grade. There shall be no basement area other than that in the lower living area. The buildings shall be constructed principally as wood frame buildings with rough sawn exteriors with a stone veneer in the front of the lower level of each unit. The below grade areas shall be constructed principally of concrete. The roof shall be covered with asphalt composition roofing shingles. Each unit will have separate electric heating units, a water heating unit and an air conditioning unit. Electricity for each unit will be separately metered. Water will be provided from one or more central wells and pressure systems. The building will have its own sanitary system consisting of one or more septic tanks and drain fields. The building is to be located on the real estate as indicated on page 2 of Exhibit 2' which is attached hereto and made a part of this Second Amendment to the Declaration. The Declarant reserves the right to change the lay-out, location, dimensions and construction details of the building, units and common areas shown on the amended condominium plat, Exhibit 2, which are not yet fully constructed, provided that such changes shall not substantially alter the nature and quality of the buildings and units; Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a Plat of Survey or Plans depicting the lay-out, location, unit numbers and dimensions of the building and units as finally located and erected. Complete construction details are contained in the working plans and drawings available for inspection at the office of Declarant or the Association of Unit Owners.

5. DEFINITIONS

Article 6 of the Declaration is incorporated herein, but because of the annexation, the following portions are modified as follows:

A. Article 6(A)(4) shall henceforth read as fellows:

- 4. Identification. The units are designated by building number and by identifying unit number; the various units and there respective designations and locations are all as set forth on page 2 and 4 of Exhibit 2 of the Declaration and on page 2 and 4 of Exhibit 2 of the Second Amendment to the Declaration. The approximate area of each unit, number of rooms, immediate common areas to which the units have access and further details identifying and describing the units are as set forth on page 4 of Exhibit 2 attached to the Declaration and as set forth on page 4 of Exhibit 2 of the Second Amendment to the Declaration. The post office address of each unit shall be: Route 1, Box 64R, the respective unit designation, Merrimac, Wisconsin 53561.
- B. Article 6(G) shall henceforth read as follows:
 - G. "Common Elements" are the real estate described on page 2 of Exhibit 2, the Condominium Plat of Phase I, the real estate described on page 3 of Exhibit 2 , the Amended Condominium Plat of Phase II, all those portions of the improvements in Phase I and II which are not included in the definition of Unit, and all tangible personal property used in the operation, maintenance and management of the Condominium. Except as provided herein, and subject to the By-laws of the Association and Rules and Regulations adopted under them, the Common Elements are available for the use and enjoyment of or service to Owners of all Units. None of the real estate which is part of the Common Elements may be abandoned, partitioned, subdivided, encumbered, sold or transferred except by amendment of this Declaration. However, the Association may dispose of, by sale or otherwise, damaged, obsolete or unneeded personal property comprising Common Elements.
- C. Article 6(H) shall hencefore read as follows:

H. "Limited Common Elements" - are those Common Elements reserved for the exclusive use and enjoyment or service to one or more, but not all, Unit Owners. Limited Common Elements and the Unit or Units to which their use is reserved are identified on page 4 of Exhibit 2 to the Declaration, the Condominium Plat and on page 4 of Exhibit 2 to the Second Amendment to the Declaration, the Amended Condominium Plat. In addition, Limited Common Elements may include: patios and balconies adjacent to individual units.

6. LIMITED COMMON AREAS

Article 8 of the Declaration is incorporated herein, but, because of the annexation of the Phase II preperty, the following portions are modified as follows:

A. Description. A portion of the Common areas and facilities are designated as "Limited Common Areas," as shown on Exhibit 2 to the Declaration, the Condominium Plat, and as shown on Exhibit 2 to the Second Amendment to the Declaration, the Amended Condominium Plat. Such limited common areas shall be reserved for the exclusive use of the owner or occupant of the unit to which they are appurtenant, to the exclusion of all other units in the condominium. Such limited common areas consist of a stairway and deck at the front entrance to each unit and such other limited common areas as may be identified on page 4 of Exhibit 2 to the Declaration and on page 4 of Exhibit 2 of the Second Amendment to the Declaration.

PERCENTAGE OF OWNERSHIP IN COMMON AREAS AND FACILITIES AND LIMITED COMMON AREAS AND VOTING

With the recording of this Second Amendment to the Declaration, each unit owner shall own an undivided interest in the common areas and facilities and limited common areas as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common areas and facilities and limited common areas for all purposes incident to the use and occupancy of his unit as a place of residence and such other incidental uses permitted by the Declaration, which rights shall be appurtenant to and run with his unit.

The percentage of such undivided interest in the common areas and facilities and limited common areas relating to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number thirty-two (32). (See Exhibit 3 to this Second Amendment to the Declaration for the revised schedule of appurtenant interest, which replaces all former schedules)

There shall be one (1) vote appurtaining to each unit.

The percentage of such ownership of the common areas and facilities and limited common areas and the votes attaching to each unit shall be subject to change and adjustment in the event of annexation of additional properties and improvements to the condominium, in the manner provided in Article 14 of the Declaration.

8. MAINTENANCE

Article 11 of the Declaration is incorporated herein, but, because of the annexation of the Phase II property, the following portions of Article 11 are modified to read as follows:

A. Individual units and limited common areas. Each unit owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures, and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing

which may at any time be necessary to maintain the good appearant and condition of his unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, doors and windows (including replacement of broken glass), screens and screening, lighting fixtures, refrecators, heating and air conditioning equipment, dishwashers, unit. Each unit owner shall keep the limited common areas appurant to his unit, as defined in Article 8 hereof and as described to the Declaration in good, clean, sanitary and attractive conditions.

B. Common areas and facilities. The Association shall be responsible for the management and control of the common areas and facilities and shall cause the same to be kept in good, clear attractive, and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all painting repair and maintenance of the common portions of all buildings, ... the maintenance and repair of the well(s) and the pumping and wat distribution system to the point where it intersects the Unit; the maintenance and repair of all walks, drives, parking areas are access roads, all landscaping and the recreational areas and facilities; the management and control of the on-site septic syst including the periodic maintenance and replacement, if necessary, of all components of the system which are the following: The pumping tank, the drain field and all connecting pipes which are not part of the Unit as defined in Article 6(A)(2)(IV). This sym will require periodic pumping of undissolveable effluents. The Association has the power to hire outside firms to perform this maintenance. The Association will prepare an annual operating budget which will include the periodic pumping costs, the approximate repair costs, the depreciation costs and the monthly utility

9. INCORPORATION BY REFERENCE

This Second Amendment to the Declaration of Summer Oaks Condominium is intended to annex additional real property to the Condominium and to add eight (8) additional units to the Condominity of the Second Amendment consequently incorporates, by reference here, all of the terms of the Declaration and the First Amendment thereto therein, and as to such specific revisions, the present language should be control.

10. RIGHTS RESERVED TO DEVELOPER

The Declarant intends to convey the eight units created by this Second Amendment to the Declaration, Units 25 through 32, both inclusive, to a joint venture consisting of John E. Kassner and John A. Kassner (all the partners in Summer Oak Coves, the

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Declarant) and Larry C. Roelke. This joint venture shall be known as S.O.C. Development, herein defined as the "Developer." In so doing, the Declarant intends to appoint the Developer, S.O.C. Development, as its lawful agent for purposes of exercising all rights previously reserved to the Declarant. This agency is limited to activities affecting Units 1 through 32, both inclusive, Summer Oaks Condominium, and does not extend to any other properties owned or controlled by Declarant or to any other business affairs of the Declarant. Said conveyance and the subsequent agency relationship arising therefrom shall be accomplished by a warranty deed recorded at the Sauk County Register of Deeds office, immediately following the recording of this Second Amendment to the Declaration.

Executed at Madison, Wisconsin, this 18 day of January, 1982.

SUMMER OAK COVES A Wisconsin General Partnership

John Harring (SE

T: John A. Kassner, Partner

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE
)

Personally came before me this / day of January, 1982 John E. Kassner and John A. Kassner, all of the partners of SUMMER OAK COVES, A Wisconsin General Partnership, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same.

Notary Public, Dane County, WI My Commission: 10/2-/F3

This instrument was drafted by John A. Kassner MASSHER AND SWEET Attorneys at Law 131 W. Wilson Street, Suite 103 Madison, WI 53703

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SUMMER OAKS CONDOMINIUM

SECOND AMENDEMENT TO DECLARATION OF CONDOMINIUM

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EXHIBIT 1

To Second Amendment To Declaration of Condominium of

SUMMER OAKS CONDOMINIUM

The following described property shall be known as "Phase II property" within the Condominium Plat of Summer Oaks Condominium as it is from time to time amended:

Real property situated in Government Lot 5, Section 17, or T10N, R7E, Town of Merrimac, Sauk County, Wisconsin, and also being part of Lots 3, 4 and 5 of the Plat of Summer Oaks Coves;

Beginning at the southeast corner of said Lot 3; thence N18° 42'36"E, 92.64 feet; thence East 108.00 feet; thence South 120.00 feet; thence East 50.00 feet; thence North 84.97 feet; thence East 180.00 feet; thence South 149.97 feet; thence West 174.00 feet; thence North 45.00 feet; Thence West 177.68 feet to the northeast right-of-way, radius 60 feet; the long chord of which bears N16° 03'20"W, 54.37 feet to the point of beginning.

The above parcel is subject to easements of record and contains $1.04\ \mathrm{acres}$, more or less.

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SUMMER OAKS CONDOMINIUM PLAT PHASE II

The undersigned hereby certifies that this condominium plat consisting of this page and the following four pages is a correct representation of Summer Oaks Condominium and the identification and location of each unit and the common elements can be determined from this condominium plat;

The certification is made pursuant to Section 703.11, Wisconsin Statutes.

Dated this 17th day of November, 1981



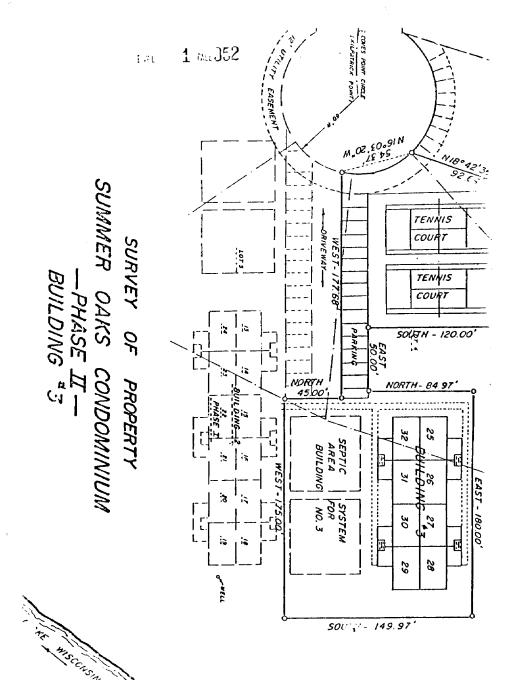
Donald L. Mulock R.L.S. #8881

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This instrument was drafted by: John A. Kassner W. Wilson Street Madison, WI



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SURVEYOR'S CERTIFICATE OF SURVEY

The undersigned hereby certifies that he has surveyed and mapped the real estate described and pictured on Page 2 of this Condominium Plat;

That said map is a correct representation of the exterior boundaries of the land and shows the location of any buildings located or to be located thereon, and the property is described as follows:

A parcel of land located in Government Lot 5, Section 17, TION, R7E, Town of Merrimac, Sauk County, Wisconsin, and also being part of Lots 3, 4 and 5 of the Plat of Summer Oaks Coves;

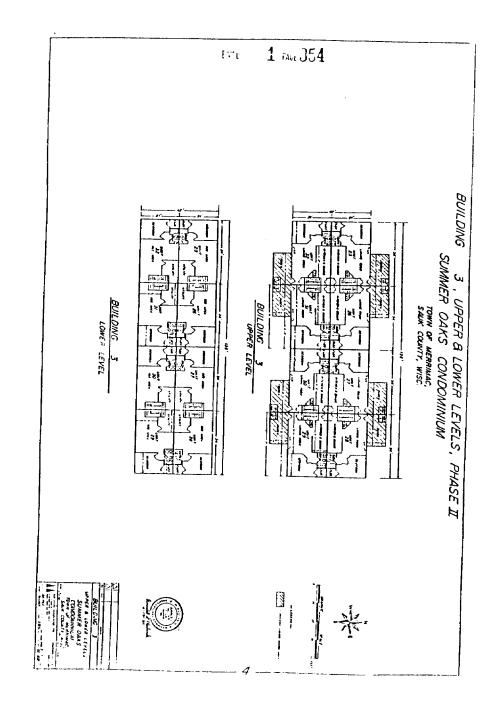
Beginning at the south east corner of said Lot 3; thence N18°42'36"E, 92.64 feet; thence East 108.00 feet; thence South 120.00 feet; thence East 50.00 feet; thence North 84.97 feet; thence East 180.00 feet; thence South 149.97 feet; thence West 175.00 feet; thence North 45.00 feet; thence West 177.68 feet to the northeast right-of-way line of Coves Point Circle; thence along the arc of a curve on said right-of-way, radius 60 feet; the long chord of which bears N16°03'20"W, 54.37 feet to the point of beginning.

The above parcel is subject to easements of record and contains 1.04 acres, more or less.

Dated this 17 th day of November, 1981.

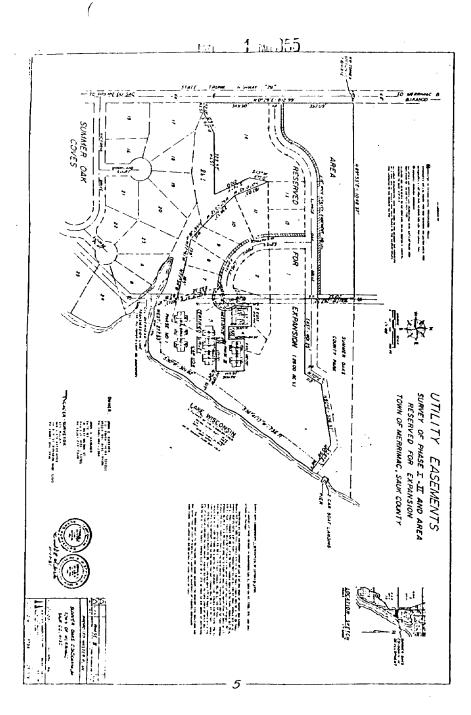


Donald L. Mulock, R.L.S. #5881



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Exhibit 3

To Second Amendment to Declaration of Condominium of

SUMMER OAKS CONDOMINIUM

Schedule of Appurtenant Interest and Obligations of Unit Owners

Building I, Route 1, Box 64R, Unit 1 through 12.

Unit Number	Percentage	Street Address
1	3.125 3.125	Route 1, Box 64R, Unit 1 Route 1, Box 64R, Unit 2
3	3.125 3.125 3.125	Route 1, Box 64R, Unit 3 Route 1, Box 64R, Unit 4
4 5	3.125	Route 1, Box 64R, Unit 5
6 7	3.125 3.125	Route 1, Box 64R, Unit 6 Route 1, Box 64R, Unit 7
8 9	3.125 3.125	Route 1, Box 64R, Unit 8 Route 1, Box 64R, Unit 9
10 11	3.125 3.125	Route 1, Box 64R, Unit 10 Route 1, Box 64R, Unit 11
12	3.125	Route 1, Box 64R, Unit 12

Building II, Route 1, Box 64R, Unit 13 through 24.

Unit Number	Percentage	Street Address	
13	3.125	Route 1, Box 64R, Unit 1:	3
14	3.125	Route 1, Box 64R, Unit 14	4
15	3.125	Route 1, Box 64R, Unit 15	5
16	3.125	Route 1, Box 64R, Unit 16	6
17	3.125	Route 1, Box 64R, Unit 1:	7
18	3.125	Route 1, Box 64R, Unit 18	3
19	3.125	Route 1, Box 64R, Unit 19	9
20	3.125	Route 1, Box 64R, Unit 20	3
21	3.125	Route 1, Box 64R, Unit 21	1
22	3.125	Route 1, Box 64R, Unit 22	2
23	3.125	Route 1, Box 64R, Unit 2:	3
24	3.125	Route 1, Box 64R, Unit 24	

Building III, Route 1, Box 64R, Unit 23 through 32.

Unit Number	Percentage	Street Address
25	3.125	Route 1, Box 64R, Unit 25
26	3.125	Route 1, Box 64R, Unit 26
27	3.125	Route 1, Box 64R, Unit 27

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Exhibit 3 Continued:

Unit Number	Percentage	Street Address
28	3.125	Route 1, Box 64R, Unit 28
29	3.125	Route 1, Box 64R, Unit 29
30	3.125	Route 1, Box 64R, Unit 30
31	3.125	Route 1, Box 64R, Unit 31
32	3.125	Route 1, Box 65R, Unit 32

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Exhibit 3 Continued:

Unit Number	Percentage	Street Address
28 29 30 31 32	3.125 3.125 3.125 3.125 3.125 3.125	Route 1, Box 64R, Unit 28 Route 1, Box 64R, Unit 29 Route 1, Box 64R, Unit 30 Route 1, Box 64R, Unit 31 Route 1, Box 65R, Unit 32