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Cheryl A. Piatt, Recorder
Appanoose Co. IOWA

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Fifth Amendment to The Coves of Sundown Lake Owners' Association Declaration,
By-Laws & Provisions

This document drafted by and return to James W. Smith c/o Secluded Land Company, LLC, P.O. Box 10, DeSoto, WI 54624 (608) 648-2301

WHEREAS, Secluded Land Company, LLC was the original Declarant of The Coves of Sundown Lake Owners' Association Declaration, By-Laws & Provisions dated July 12, 2005 and recorded July 14, 2005 at the Office of the Appanoose County Recorders in Book 2005, Page 1526 as Document No. 2005-1526.

WHEREAS, Secluded Land Company, LLC was the Declarant of the First Amendment to The Coves of Sundown Lake Owners' Association Declaration, By-Laws & Provisions dated July 26, 2005 and recorded July 28, 2005 at the Office of the Appanoose County Recorders in Book 2005, Page 1657 as Document No. 2005-1657.

WHEREAS, Secluded Land Company, LLC was the Declarant of a Scrivener's Affidavit dated July 26, 2005 and recorded July 28, 2005 at the Office of the Appanoose County Recorders in Book 2005, Page 1656 as Document No. 2005-1656.

WHEREAS, Secluded Land Company, LLC was the Declarant of the Second Amendment to The Coves of Sundown Lake Owners' Association Declaration, By-Laws & Provisions dated October

4, 2005 and recorded October 21, 2005 at the Office of the Appanoose County Recorders in Book 2005, Page 2426 as Document No. 2005-2426.

WHEREAS, Secluded Land Company, LLC was the Declarant of the Third Amendment to The Coves of Sundown Lake Owners' Association Declaration, By-Laws & Provisions dated October 26, 2005 and recorded October 31, 2005 at the Office of the Appanoose County Recorders in Book 2005, Page 2522 as Document No. 2005-2522.

WHEREAS, Secluded Land Company, LLC was the Declarant of the Fourth Amendment to The Coves of Sundown Lake Owners' Association Declaration, By-Laws & Provisions dated June 2, 2006 and recorded June 7, 2006 at the Office of the Appanoose County Recorders in Book 2006, Page 1340 as Document No. 2006-1340.

WHEREAS, paragraph Eleven (11) subparagraph (d) of said original Declaration states: "Notwithstanding the foregoing paragraphs 11(a), 11(b) and 11(c), Declarant does hereby reserve the right, in its sole discretion to amend this Declaration for a period of ten years from the date of this Declaration."

NOW, THEREFORE, Secluded Land Company, LLC hereby amends said Declaration as follows:

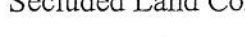
Exhibit A-2 of the Fourth Amendment is hereby deleted in its entirety and replaced with attached Exhibit A-3; and

Exhibit B-1 and B-2 of the Original Declaration, as amended, is hereby deleted in its entirety and replaced with attached Exhibit B-1a and B-2a.

All other terms of said original Declaration of The Coves of Sundown Lake Owners' Association Declaration, By-Laws & Provisions, as amended, remain in full force and effect.

Secluded Land Company, LLC, by:

Secluded Land Company, LLC, by:


James W. Smith, Sole Managing Member

ACKNOWLEDGMENT

State of Wisconsin)
County of Vernon) ss

Personally came before me this 16th day of
Novmeber, 2006 the above-named
James W. Smith, sole managing member to me
known to be the person who executed the
foregoing instrument and acknowledge the same.

Annette Kirchhoff

Notary Public – Crawford County, Wisconsin
My commission expires: December 20, 2009



LEGAL DESCRIPTION

Lots 1-22 of the Plat of The Coves of Sundown Lake Phase I recorded at the Office of the Appanoose County Recorders on July 14, 2005 in Book 2005, Page 1526 as Document No. 1526. Said plat being located in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 19, and in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 30, Township 70 North, Range 16 West of the Fifth Principal Meridian, Township of Union and in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 30, Township 70 North, Range 16 West of the Fifth Principal Meridian, Township of Udell, and in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 25, Township 70 North, Range 17 West of the Fifth principal Meridian, Township of Taylor, Appanoose County, Iowa.

Lots 1-55 of the Plat of The Coves of Sundown Lake Phase II recorded at the Office of the Appanoose County Recorders on October 19, 2005 in Book 2005, Page 2406 as Document Number 20052406. Said Plat located in the SW $\frac{1}{4}$ - SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ - SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ - SE $\frac{1}{4}$, Section 29, and in the NE $\frac{1}{4}$ - SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ - SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ - SE $\frac{1}{4}$, Section 30, and in the NE $\frac{1}{4}$ - NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ - NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ - SE $\frac{1}{4}$, Section 31, and in the NW $\frac{1}{4}$ - NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ - NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ - NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ - NW $\frac{1}{4}$ and the SE $\frac{1}{4}$ - NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ - SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ - SW $\frac{1}{4}$, Section 32, Township 70 North, Range 16 West of the Fifth Principal Meridian, Township of Udell, Appanoose County, Iowa.

Lots 4 of 110, 5 of 110, 6 of 110, 7 of 110, 8 of 110 and 9 of 110 of the Appanoose County Plat of Survey recorded at the Office of the Appanoose County Recorders on October 17, 2005 in Book 2005, Page 2365 as Document No. 20052365. Said Plat of Survey being located in the NW $\frac{1}{4}$ - SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ - SW $\frac{1}{4}$, and in Lot 110, Section 29, Township 70 North, Range 16 West of the Fifth Principal Meridian, Township of Udell, Appanoose County, Iowa.

Lots 24 of 110, 25 of 110, 26 of 110, 27 of 110, 28 of 110, 29 of 110, 30 of 110 and 31 of 110 of the Appanoose County Plat of Survey recorded at the Office of the Appanoose County Recorders on October 17, 2005 in Book 2005, Page 2366 as Document No. 20052366. Said Plat of Survey being located in the NW $\frac{1}{4}$ - SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ - SW $\frac{1}{4}$, and in Lot 110, Section 29, Township 70 North, Range 16 West of the Fifth Principal Meridian, Township of Udell, Appanoose County, Iowa.

Lots 1 through 43 and Outlot 1 of the Plat of The Coves of Sundown Lake Phase III recorded at the Office of the Appanoose County Recorders on May 15, 2006 in Book 2006, Page 1080 as Document Number 20061080. Said Plat located in the SW $\frac{1}{4}$ -SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ -SE $\frac{1}{4}$, Section 30, and in the NE $\frac{1}{4}$ -NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ -NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ -NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ -NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ -NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ -SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ -SW $\frac{1}{4}$ and the NE $\frac{1}{4}$ -SE $\frac{1}{4}$ and the NW $\frac{1}{4}$ -SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ -SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ -SE $\frac{1}{4}$, Section 31, and in the NW $\frac{1}{4}$ -NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ -NW $\frac{1}{4}$ and the SE $\frac{1}{4}$ -NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ -SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ -SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ -SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ -SW $\frac{1}{4}$, Section 32, ALL in Township 70 North, Range 16 West of the Fifth Principal Meridian, Township of Udell, Appanoose County, Iowa.

Lots 1 through 37 of the Plat of The Coves of Sundown Lake Phase IV recorded at the Office of the Appanoose County Recorder on September 28, 2006 in Book 2006, Page 2366 as Document No. 2006-2366. Said Plat being located in the SE $\frac{1}{4}$ -SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ -SE $\frac{1}{4}$, Section 30, and in the NW $\frac{1}{4}$ -NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ -NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ -NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ -NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ -NW $\frac{1}{4}$ and the SE $\frac{1}{4}$ -NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ -SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ -SW $\frac{1}{4}$, Section 31, Township 70 North, Range 16 West of the Fifth Principal Meridian, Township of Udell; and in the SE $\frac{1}{4}$ -SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ -SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ -SE $\frac{1}{4}$, Section 25, and the NE $\frac{1}{4}$ -NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ -NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ -NE $\frac{1}{4}$, and the SE $\frac{1}{4}$ -NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ -NW $\frac{1}{4}$ and the SE $\frac{1}{4}$ -NW $\frac{1}{4}$, Section 36, Township 70 North, Range 17 West of the Fifth Principal Meridian, Township of Taylor, All in Appanoose County, Iowa.

EXHIBIT A-3

PROTECTIVE COVENANTS

1. All lots are limited to single family residences and appropriate outbuildings. The use of said premises shall be restricted to the construction of one single family dwelling, with an attached or detached garage and appropriate outbuildings.
2. No "single-wide" mobile homes, no manufactured homes with metal frame and axles. Modulares are allowed with permanent foundation.
3. Campers, fifth-wheelers, motor coaches, motor homes and similar recreational vehicles are not permitted on the property unless attended within a 48-hour period.
4. Unregistered or abandoned vehicles, trash, or junk may not remain on the property.
5. No construction of any dwelling or accessory building shall commence on a portion of the subject property before the architectural plans are provided to the Chairperson of The Coves of Sundown Lake Owners Association and the Association has delivered written approval of all such plans to the Lot Owner. The exterior of all structures shall be made out of stone, concrete, wood, brick, stucco, aluminum or vinyl. All exterior surfaces shall be of earthtone colors which are harmonious with the surrounding environment. Architectural designs must be consistent with the general nature of the architecture within the Subdivision. In an effort to enhance property owners' supervision of their hired contractors, a \$2500.00 damage deposit check, made payable to The Coves of Sundown Lake Damage Deposit Account, must accompany all plans submitted to the Chairperson of The Coves of Sundown Lake Owners Association for review. The Party submitting any plans shall hereafter be called the "Applicant". This \$2500.00 damage deposit check shall be deposited in an interest bearing account upon written approval of the plans by the Association. All interest from the funds shall be applied to the cost of maintaining the account with any excess used to offset the normal operating expenses of The Coves of Sundown Lake Owners Association. Should there be damage from Applicant's construction activities to any roads, common areas or lots owned by others, the Chairperson of The Coves of Sundown Lake Owners Association shall obtain an estimate of the repair costs and apply the deposit to the repairs. Copies of the estimate shall be available to the Applicant and the owner(s) of the damaged property upon request. The damage deposit minus any repair costs shall be refunded to the Applicant when the Chairperson of The Coves of Sundown Lake Owners Association determines that all construction and landscaping has been completed in accordance with the approved plan. The Chairperson of The Coves of Sundown Lake Owners Association will issue a written "Stop Work Order" for violations of the following Requirements:
 - a) All construction must be substantially in accordance with the approved plans. No changes or additions are allowed without prior approval of The Coves of Sundown Lake Owners Association.
 - b) All construction sites must be maintained in a workmanlike manner with debris and trash confined to a trash receptacle of appropriate size. Trash or debris left on the lot for a period of greater than fourteen (14) days will be considered a violation.
 - c) Fires for burning trash and debris must be attended at all times, and an appropriate means for extinguishing the fire must be immediately available.

No fill, topsoil, sand, gravel or any other materials shall be placed or stored on the road, road right-of-way, common areas or lands owned by others without express written permission from all owner(s) of record of lands affected.

6. No tar paper siding or tar shingle siding is allowed on any structure placed on the property.
7. All structures erected on the property shall be promptly and expeditiously completed on their exterior, including paint or stain, on any exterior surface above the foundation within six months after construction is commenced.

8. Any structure used for human habitation must have a foot print of at least 1200 square feet if the basement level is not exposed on one full side and is not finished as living space. Any structure used for human habitation that has a finished lower level such as a walkout basement is considered living space, provided that the lower level is "at-grade" for one full side of the structure and must have a combined square footage of at least 1500 square feet of finished living space.
9. Should any improvements on the property be damaged by casualty, or become unsightly through wear and tear, the same will be promptly razed or restored to a neat exterior appearance in line with the building requirements above set forth.
10. No Commercial Timbering.
11. The property is restricted against commercialization.
12. No livestock other than horses shall be raised, bred or kept on any Lot, except dogs, cats or any other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Any such pet shall be maintained within the boundaries of the owner's Lot or otherwise kept on a leash. Equestrian facilities with a maximum of one horse per two acres or as regulated by any government authority are permitted.
13. Re-division of any parcels created by Secluded Land Company, LLC, is permitted only upon written approval by the Declarant for a period of ten years from the recording date of this declaration.
14. Fishing and Boating on Sundown Lake is subject to the rules and regulations of The Coves of Sundown Lake Owners' Association.
15. No pier or dock shall be installed on any Lot without the prior written approval of The Coves of Sundown Lake Owners' Association. Length and configuration to be determined depending on individual parcel conditions.
16. During the time in which the Declarant is selling lots in this subdivision no advertising signs of any nature, including "For Sale" signs may be placed on the property except by the Declarant.
17. Any of these protective covenants may be superseded by previously recorded restrictive covenants, and/or by more restrictive government regulations.
18. Any of these protective covenants may be amended, as provided in Section 11 of this Declaration.
19. These protective covenants shall run with the land.
20. Each lot owner has standing to sue for enforcement of any of these protective covenants.
21. In the event any portion of any of these protective covenants is judicially deemed invalid then the remaining portion of said protective covenants shall remain in full force and effect."

PC 2H (SL-#2) K16Z4ak

Exhibit B-2a