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Sixth Amendment to Sundown Lake Owners' Association Declaration By-Laws & Provisions

Return To:
Secluded Land Company, LLC
PO BOX 10
DeSoto, WI 54624

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

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, Secluded Land Company, LLC was the Declarant of the Fifth Amendment to The Coves of Sundown Lake Owners' Association Declaration, By-Laws & Provisions dated November 16, 2006 and recorded November 20, 2006 at the Office of the Appanoose County Recorders in Book 2006, Page 2857 as Document No. 2006-2857.

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, Declarant does hereby give notice to all purchasers, their successors or assigns of any portion of the Subject Property described on attached Addendum A-1 and A-2 and whoever it may concern that said Subject Property is subject to the following provisions and rules which will insure to the benefit of and pass with the Subject Property, and each and every parcel thereof, and shall apply to and bind each successor in interest, and any owner thereof. The following provisions and rules shall replace and supersede those provisions and rules which appeared in:

Sundown Lake Owners' Association Declaration, By-Laws & Provisions recorded July 14, 2005 Book 2005, Page 1526 as Document No. 2005-1526;

First Amendment to Sundown Lake Owners' Association Declaration, By-Laws & Provision recorded July 28, 2005 Book 2005, Page 1657 as Document No. 2005-1657;

Second Amendment to Sundown Lake Owners' Association Declaration, By-Laws & Provisions

recorded October 21, 2005 Book 2005, Page 2426 as Document No. 2005-2426;

Third Amendment to Sundown Lake Owners' Association Declaration, By-Laws & Provisions recorded October 21, 2005 Book 2005, Page 2522 as Document No. 2005-2522;

Fourth Amendment to Sundown Lake Owners' Association Declaration, By-Laws & Provisions recorded June 7, 2006 Book 2006, Page 1340 as Document No. 2006-1340; and

Fifth Amendment to Sundown Lake Owners' Association Declaration, By-Laws & Provisions recorded November 20, 2006 Book 2006, Page 2857 as Document No. 2006-2857.

1. PURPOSE AND MEMBERSHIP

The Sundown Lake Owners' Association (hereinafter the "Association") is organized for the use and enjoyment of all persons owning lands within the Property and for maintaining, preserving, supervising, and regulating use of the following Common Areas:

- 1) All private ingress-egress and utility easements located on the Property including those as shown on Addendum C-1 through C-6
- 2) Boat Launches
- 3) Boat Slips;
- 4) Swimming Areas;
- 5) Lake Sundown;
- 6) Picnic Areas;
- 7) Dam and Spillway;

The Association is responsible for maintenance of Storm Water Management and Erosion Control features located within Association road rights-of-way located on the subject property.

Each member of the Association is responsible for supervising any soil disturbance activity located on their parcel (outside of road rights-of-way) to ensure compliance with the terms of the Federal Clean Water Act general permit number two.

The Association is also organized for supervising and regulating use of each lot within the Property.

Declarant reserves the right to convey additional utility easements within the Property described on Addendum A as required in Declarant's sole discretion.

Any party or group of parties with an ownership interest in a particular lot located within the Property is automatically a member of the Sundown Lake Owners' Association. The owner of each separate lot shall be entitled to one and only one vote in the Association; however, during any period in which assessments for fees for Lot 20 of Phase II are suspended, because Lot 19 and Lot 20 of Phase II are simultaneously owned by the same party, the owner of said Lot 20 will not be entitled to cast any votes on behalf of said Lot 20 of any Association matter(s).

2. GRANT OF EASEMENT

Declarant does hereby reserve unto itself and does hereby grant to the Sundown Lake Owners' Association and to each member of the Association and his or her invitees non-exclusive rights of ingress and egress over those certain Common Areas described in Paragraph One above in a manner to be determined by the Association pursuant to the provisions established herein. The Association may in its sole discretion restrict the use of particular easement areas when safety requires.

Declarant reserves for the benefit of himself, his agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of all rights of way, roads and walkways now or hereafter located in the Project for the purposes of:

- (a) ingress to and egress from all or any portion of the Property, or adjacent lands owned by the Declarant, and any other land in the vicinity of the Property, including lands now owned or lands hereafter acquired by the Declarant;
- (b) complying with any governmental regulation, or installing and servicing the roads and utilities, or for any legitimate purpose.

Declarant does hereby give notice to all purchasers and their successors of any portion of the Real Property and whosoever it may concern that all lands lying below the 835 foot plan datum elevation of the 1972 plan for Lake Tubaugh Dam are subject to an easement for recreational purposes, utility purposes for the benefit of Declarant, its successors and assigns.

3. ANNUAL MEETING

Each calendar year during the month of September the Association shall hold an annual meeting, at a location within the State of Iowa or such other location, date and time as determined and

announced by the chairperson at least fifteen (15) days in advance, by written notice to all members. Parties sharing an ownership interest in one lot shall only be entitled to one written notice, addressed to their designated spokesperson. At the annual meeting, the following shall be discussed:

- a) Immediate maintenance needs for Common Areas
- b) Problems with use, access, condition, etc. presently existing,
- c) Appropriate fees to be levied and collected,
- d) Election by majority vote of members attending of a Chairperson and Secretary/Treasurer for the period ending with the next annual meeting,
- e) Such other relevant business may be discussed or proposed, including any necessary rules or regulations.
- f) All motions, decisions, actions and rules shall be ratified by majority vote of the members attending except matters concerning lake management which shall require a three-quarters majority of the entire membership

4. BUDGET AND FEES

Pursuant to the foregoing Section Three (3), the Association shall have the power to determine by majority vote of members attending the annual meeting, a budget and to determine appropriate fees to levy and collect as and for anticipated maintenance and care expenses of the subject roadway, piers, swimming areas, boat slips, toilet and shower facilities, parking areas, boat stickers, regulation signs and Outlot Areas.

All lot owners shall contribute an initial non-prorated \$500.00 Dam Maintenance Fee to be held in a separate escrow account which shall be used only for major repairs; however, so long as Lots 19 and 20 of Phase II are simultaneously owned by the same party no Dam Maintenance Fee shall be due from the owner of said Lot 20 for the assessment which would otherwise be due for said Lot 20. Only Lot 19 of Phase II shall be assessed the \$500.00 Dam Maintenance Fee so long as Lots 19 and 20 of Phase II are simultaneously owned by the same party. A future assessment may be required after inspection of the Dam by the Iowa DNR. The Sundown Lake Owners' Association will determine the amount of any such future assessment.

All lot owners shall be responsible for and contribute to an account for the routine maintenance and care expenses of the boat launch, Outlot areas, toilet and shower facilities, boat launch pier, swimming area, private roadway, and parking area; however, so long as Lots 19 and 20 of Phase II are simultaneously owned by the same party no Dam Maintenance Fee shall be due from the owner of said Lot 20 for the assessment which would otherwise be due for said Lot 20. Only Lot 19 of Phase II shall be assessed a fee for the routine maintenance and care expenses recited above so long as Lots 19 and 20 of Phase II are simultaneously owned by the same party. The initial annual fee is a non-prorated \$150.00, per lot, per year. All lot owners who have purchased a boat slip attached to the Phase One Common Area will be responsible for an additional fee of \$50.00 per slip per year. The additional \$50.00 covers seasonal installation and

removal of the piers attached to the Phase One Common Area. The entire initial annual fee is not prorated and is due at time of closing.

All lots are subject to a non-prorated one time \$500.00 Lake Maintenance Fee collected at the time of purchase. The Association shall retain the Lake Maintenance Fee in a separate account and use such funds for dredging, shoreline maintenance and related lake projects.

Each and every budget shall require the approval of a majority of the members attending the annual meeting. If a majority is unable to agree on a budget, then the highest total budget and levy agreed on by a majority shall become effective.

5. DUTIES OF CHAIRPERSON

The Chairperson must be a member, and preside over the annual meeting. The Chairperson shall be responsible for evaluating and implementing all care and maintenance activities, and shall be responsible for the day-to-day care and maintenance of those Common Areas described in Section One above.

Decisions and expenditures consistent with the budget and directives agreed upon at the annual meeting shall be made by the Chairperson with or without notice. An annual accounting, in writing, shall be provided to all members of the Association by the Chairperson at least fifteen (15) days in advance of the annual meeting. Extraordinary, and non-budgeted expenditures, may be made only with the approval of the majority of the members. Emergency needs shall be dealt with reasonably, in the Chairperson's discretion. The Chairperson shall cause LOAD LIMITS to be posted on roadways as needed following the limits and time schedule used by the local township. The Declarant will act as interim Chairperson until at least two-thirds of the parcels in the Property are sold.

6. DUTIES OF THE SECRETARY/TREASURER

The Secretary/Treasurer must be a member of the Association, and shall serve from election until the next annual meeting. The Secretary/Treasurer shall keep and maintain notes, minutes of meetings, and all Association records. The Secretary/Treasurer shall levy and collect all fees, maintain an Association account, and prepare and send notices as directed by the Chairperson. Actual expenditures shall be made by only the Chairperson.

7. INDEMNIFICATION OF ASSOCIATION OFFICERS

Each member, his or her heirs, administrators, successors and assigns, in consideration of each Association officer's services required herein, hereby releases and discharges each and every officer of the Association, his or her heirs, administrators, successors and/or assigns from all claims, demands, actions and causes of action of any sort, for any and all damages caused by said Association officer in the reasonable good faith performance of his or her duties under this Declaration.

8. LEVY AND COLLECTION OF FEES

The total annual budget amount approved shall be collected by pro-rata levy upon all members. The fraction of the total budget paid by each member may be adjusted to reflect a particular member's extraordinary use or wear of those Common Areas described in Section One above. All approved fees levied shall be paid in full to Secretary/Treasurer on or before November 15 of each calendar year. Any fees not paid within thirty (30) days after the due date shall accrue interest from the due date at the rate of twelve per cent (12%) per annum. Any unpaid fees may be collected by legal action, in the name of the Association, upon approval of a majority of members, and unpaid fees shall constitute a lien upon the property for which fees are delinquent. A decision to discontinue the maintenance of the above-described Common Areas shall occur only upon a unanimous vote of all members of the Association.

9. RESTRICTIVE COVENANTS, ASSIGNMENT AND SUCCESSION

The terms, covenants, conditions and restrictions of this Declaration constitute a restrictive covenant running with the land, along with any other rules and regulations approved by the Association. Upon conveyance or transfer of an ownership interest in a particular lot, the membership duties and obligations arising hereunder shall automatically be conveyed, transferred and assigned to the new owner(s), who shall automatically succeed to the duties arising hereunder.

Declarant hereby gives notice to all purchasers, and their successors, of any portion of the Property and whosoever it may concern that the Property is subject to the covenants, conditions and restrictions on the attached Exhibit B which are for the benefit of and pass with the Property, and each and every parcel thereof, and shall apply to and bind each successor in interest and any owner thereof.

10. AUTOMATIC RENEWAL

If for any reason an Annual Meeting is not held in a given year, then the previous year's budget and terms of officers shall automatically be renewed and continued for another year. In addition to previous year's budget being continued, the previous year's maintenance schedule will also be continued.

11. AMENDMENT

This Declaration may be amended, as follows:

- a) Such amendment shall be in writing, and
- b) It shall be signed by the owners of not less than a three-quarters majority of the lots included in this Association, and
- c) The amendment shall be recorded at the Appanoose County Records Office, and
- d) 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.

12. LIABILITY FOR INJURIES ON COMMON AREAS

During the period this Association is in existence in consideration of the Association's providing maintenance services, each member, his or her heirs, administrators and assigns, does hereby release and discharge each and every other member of the Association, their heirs, administrators, successors and/or assigns from all claims, demands, actions and causes of action of any sort, for all personal injuries or property damage to themselves, their invitees, or licensees that are caused by conditions of those Common Areas described in Section One above created by the Association in performance of its responsibilities under this Declaration.

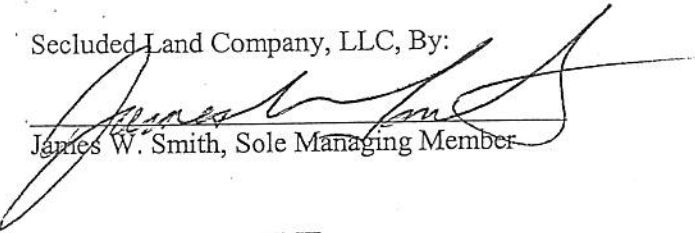
13. INDIVIDUAL LIABILITY FOR COMMON AREA DAMAGES

The Association shall hold lot owners individually responsible for damages caused by the lot owners or their agents through improper or negligent use of those Common Areas described in Section One above. Damages may be collected by special assessment and if unpaid, shall become a lien upon the property subject to foreclosure.

14. REASONABLE CONSTRUCTION

All provisions of the Declaration shall be reasonably construed so as to effectuate the intent and purposes of the Association; and this Declaration shall be binding upon the heirs, administrators, successors and assigns of all members.

Secluded Land Company, LLC, By:


James W. Smith, Sole Managing Member

ACKNOWLEDGMENT

State of Wisconsin)
) ss
County of Vernon)

Personally came before me this 18th day of
July, 2007 the above-named
James W. Smith to me known to be the person
who executed the foregoing instrument and
acknowledge the same.


*Erica Klemm
Notary Public - La Crosse County, Wisconsin
My Commission expires: 5/8/11

This document was drafted by James W. Smith, c/o Secluded Land Company, LLC, P.O. Box 10, DeSoto, WI 54624

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 SE $\frac{1}{4}$ -SW $\frac{1}{4}$ 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.

Lots 1 through 89 of the Plat of The Coves of Sundown Lake Phase V recorded at the Office of the Appanoose County Recorder on May 1, 2007 in Book 2007, Page 996 as Document No. 2007996. Said Plat being located in the SW $\frac{1}{4}$ -NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ -NW $\frac{1}{4}$ and the SE $\frac{1}{4}$ -NW $\frac{1}{4}$, Section 30, Township 70 North, Range 16 West, and in the SE $\frac{1}{4}$ -NE $\frac{1}{4}$, Section 25, Township 70 North, Range 17 West of the Fifth Principle Meridian, Township of Union, and in the SE $\frac{1}{4}$ -SW $\frac{1}{4}$ and the NE $\frac{1}{4}$ -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 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 $\frac{1}{4}$ and the NE $\frac{1}{4}$ -SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 36, Township 70 North, Range 17 West of the Fifth Principal Meridian, Township of Taylor, and in 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 $\frac{1}{4}$ 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 30, 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 NW $\frac{1}{4}$ -SW $\frac{1}{4}$, Section 31, 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 $\frac{1}{4}$ 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 $\frac{1}{4}$ -NE $\frac{1}{4}$, Section 32, Township 70 North, Range 16 West of the Fifth Principle Meridian, Township of Udell, all in the Appanoose County, Iowa.

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. No garage or outbuilding or part of the same shall be used as a residence at any time, either before or after construction of the single family residence.
 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

Addendum B-1

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. Subdivision of any parcel created by Declarant within 10 years of the date of it's creation is not allowed except by Declarant. Subdivision after 10 years is allowed only with written approval of The Coves of Sundown Lake Owners' Association. ✓

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."

22. No change in the grade of the land within 75 feet from the ordinary highwater mark of the lake without prior written approval from the Owners' Association.

PC-2H (SL)

Addendum B-2

COMPARED

Cheryl A. Piatt, Recorder
Appanoose Co. IOWA

INDEXED

pd 52 60 RECORDED
mail

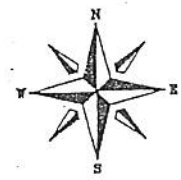


221 E. BLACKHAWK AVE. - P.O. BOX 542 - PRAIRIE DU CHIEN, WI 53121 - 608-326-1051

PLAT OF SURVEY

LOCATED IN THE SW1/4-SE1/4, SECTION 29, TOWNSHIP 70 NORTH, RANGE 16 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AND IN LOT 55, THE COVES OF SUNDOWN LAKE PHASE II, TOWNSHIP OF UDELL, APPANOOSE COUNTY, IOWA.

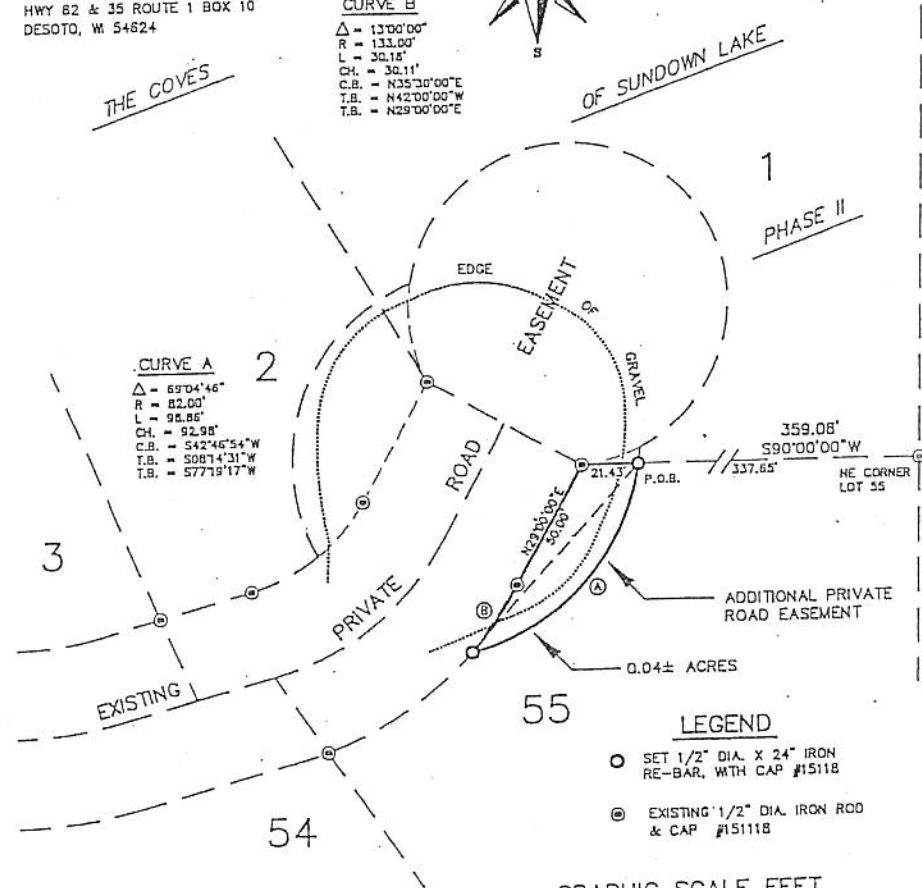
OWNER
SECLUDED LAND COMPANY, LLC
HWY 82 & 35 ROUTE 1 BOX 10
DESOTO, W. 54624



BEARINGS REFERENCED TO THE
NORTH LINE OF LOT 55, THE COVES
OF SUNDOWN LAKE PHASE II, ASSIGNED
TO TACR 590°00'00"W

CURVE B
Δ = 133°00'00"
R = 133.00'
L = 30.15'
CH. = 30.11'
C.B. = N35°30'00"E
T.B. = N42°00'00"W
T.B. = N29°00'00"E

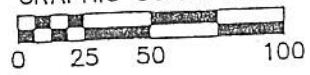
CURVE A
Δ = 69°04'46"
R = 82.00'
L = 98.85'
CH. = 92.98'
C.B. = S42°46'54"W
T.B. = S08°14'31"W
T.B. = S77°19'17"W



LEGEND

- SET 1/2" DIA. X 24" IRON RE-BAR, WITH CAP #15118
- ⊙ EXISTING 1/2" DIA. IRON ROD & CAP #151118

GRAPHIC SCALE FEET



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME AND THAT THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
William R. Bulawa 3-10-2016
WILLIAM R. BULAWA LICENSE NUMBER 15118 DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2007
SHEET 1 OF 2 IS COVERED BY THIS SEAL

THIS INSTRUMENT DRAFTED BY WILLIAM R. BULAWA

SHEET 1 OF 2

ADDENDUM C-1

Plat of Survey

ADDITIONAL PRIVATE ROAD EASEMENT

Additional Private Road Easement located in the SW1/4 of the SE1/4, Section 29, Township 70 North, Range 16 West of the Fifth Principal Meridian, and in Lot 55, The Coves Of Sundown Lake Phase II, Township of Udell, Appanoose County, Iowa, containing 0.04± Acres and more particularly described by metes and bounds as follows:

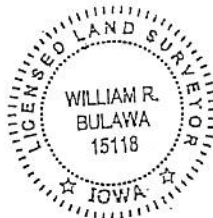
Commencing at the Northeast corner of Lot 55, The Coves Of Sundown Lake Phase II; thence S90°00'00"W, 337.65 feet along the north line of said Lot 55, and the beginning of a curve, said point being the Point of Beginning of this description; Thence Southwesterly, 98.86 feet along the arc of the curve to the right, radius 82.00 feet, central angle of 69°04'46", (the chord which bears S42°46'54"W, 92.98 Feet) to the end of said curve, and the beginning of a curve; Thence Northeasterly, 30.18 feet along the arc of the curve to the left, radius 133.00 feet, central angle of 13°00'00", (the chord which bears N35°30'00"W, 30.11 Feet) to an existing 1/2" iron re-bar and cap number 15118 and the end of said curve; thence N29°00'00"E, 50.00 feet to an existing 1/2" iron re-bar and cap number 15118 and the north line of said Lot 55; thence N90°00'00"E, 21.43 feet to the Point of Beginning.

Said above described Additional Private Road Easement contains 0.04± Acres.

I hereby certify that this Land Surveying document and related survey work was done by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Dated this 10th day of March 2006.

William R. Bulawa
William R. Bulawa
License No. 15118
My renewal date is: December 31, 2007
Sheet 2 of 2 is covered by this seal.



The attached Plat represents a *Plat of Survey* of an Additional Private Road Easement located in the SW1/4 of the SE1/4, Section 29, Township 70 North, Range 16 West of the Fifth Principal Meridian, and in Lot 55, The Coves Of Sundown Lake Phase II, Township of Udell, Appanoose County, Iowa. Said easement contains a total of 0.04± Acres.

I, James W. Smith, of Secluded Land Company, of Vernon County, State of Wisconsin, do hereby certify that the above survey, as shown by the attached Plat, is made with our free consent, and in accordance with our desire.

James W. Smith Date
James W. Smith
Secluded Land Company LLC

State of Wisconsin)
Vernon County)

Personally came before me this 5th day of April, 2006, of the above named, James W. Smith, to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

Annette Kirchhoff
Notary Public, Crawford County, Wisconsin
My commission expires 12/20/09

ANNETTE KIRCHHOFF
NOTARY PUBLIC
STATE OF WISCONSIN

EXEMPTED
 INDEXED
 RECORDED
pd. d. v. mail

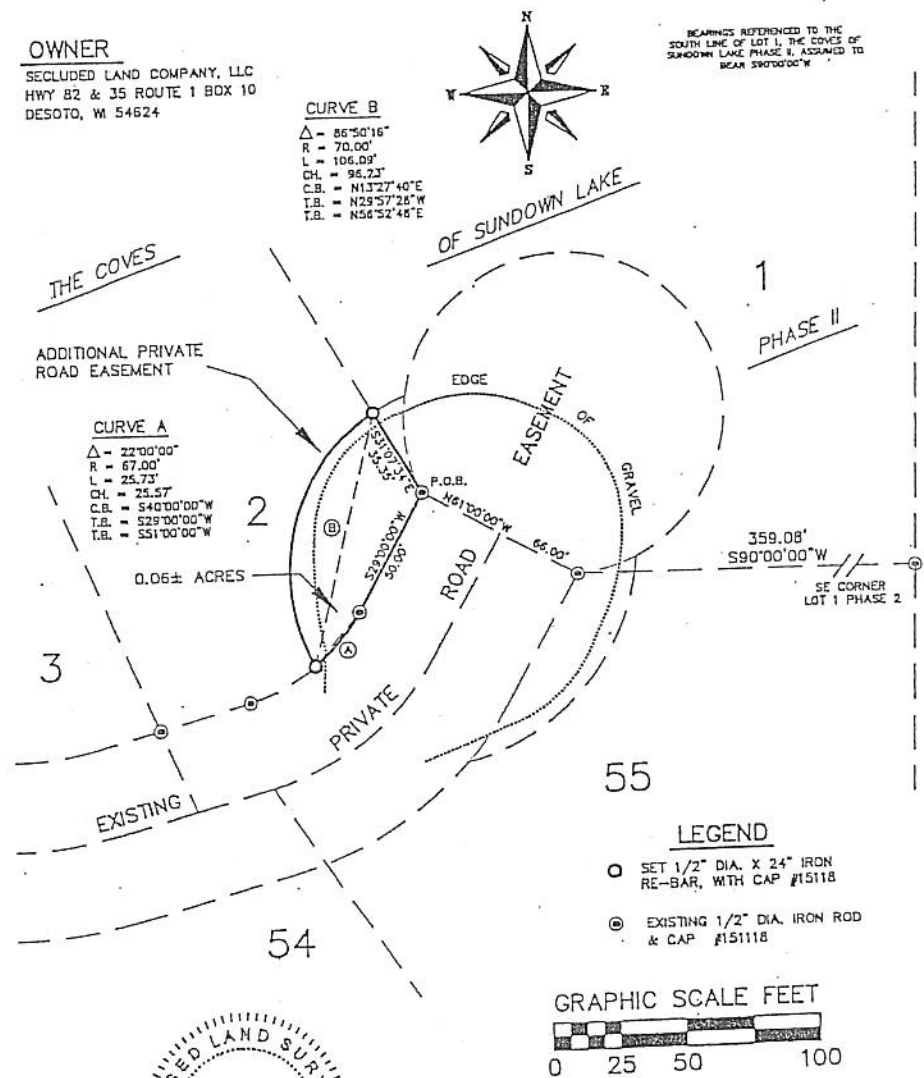
Cheryl A. Piatt, Recorder
 Appanoose Co. IOWA

VIERBICHER ASSOCIATES
 Committed to Quality Service Since 1976
 221 E. BLACKHAWK AVE. - P.O. BOX 542 - PRAIRIE DU CHIEN, WI 53221 - 224-376-1051

PLAT OF SURVEY

LOCATED IN THE SW1/4-SE1/4, SECTION 29, TOWNSHIP 70 NORTH, RANGE 16 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AND IN LOT 2, THE COVES OF SUNDOWN LAKE PHASE II, TOWNSHIP OF UDELL, APPANOOSE COUNTY, IOWA.

OWNER
 SECLUDED LAND COMPANY, LLC
 HWY 82 & 35 ROUTE 1 BOX 10
 DESOTO, W 54624



LEGEND

- SET 1/2" DIA. X 24" IRON RE-BAR, WITH CAP #15118
- ⊙ EXISTING 1/2" DIA. IRON ROD & CAP #151118



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME AND THAT THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

William R. Bulawa 3-8-2006
 WILLIAM R. BULAWA LICENSE NUMBER 15118 DATE
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2007
 SHEET 1 OF 2 IS COVERED BY THIS SEAL

THIS INSTRUMENT DRAFTED BY WILLIAM R. BULAWA

SHEET 1 OF 2

ADDENDUM C-3

Plat of Survey

ADDITIONAL PRIVATE ROAD EASEMENT

Additional Private Road Easement located in the SW1/4 of the SE1/4, Section 29, Township 70 North, Range 16 West of the Fifth Principal Meridian, and in Lot 2, The Coves Of Sundown Lake Phase II, Township of Udell, Appanoose County, Iowa, containing 0.06± Acres and more particularly described by metes and bounds as follows:

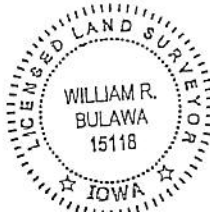
Commencing at the southeast corner of Lot 1, The Coves Of Sundown Lake Phase II; thence S90°00'00"W, 359.08 feet along the south line of said Lot 1 to an existing ½" iron re-bar and cap number 15118; thence N61°00'00"W, 66.00 feet to an existing ½" iron re-bar and cap number 15118, said point being the Point of Beginning of this description; thence S29°00'00"W, 50.00 feet to an existing ½" iron re-bar and cap number 15118 and the beginning of a curve; Thence Southwesterly, 25.73 feet along the arc of the curve to the right, radius 67.00 feet, central angle of 22°00'00", (the chord which bears S40°00'00"W, 25.57 Feet) to the end of said curve, and the beginning of a curve; Thence Northerly, 106.09 feet along the arc of the curve to the right, radius 70.00 feet, central angle of 86°50'16", (the chord which bears N13°27'40"E, 96.23 Feet) to the end of said curve and easterly line of said Lot 2; thence S31°07'34"E, 35.35 feet to the Point of Beginning.

Said above described Additional Private Road Easement contains 0.06± Acres.

I hereby certify that this Land Surveying document and related survey work was done by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Dated this 8th day of March 2006.

William R. Bulawa
 William R. Bulawa
 License No. 15118
 My renewal date is: December 31, 2007
 Sheet 2 of 2 is covered by this seal.



The attached Plat represents a *Plat of Survey* of an Additional Private Road Easement located in the SW1/4 of the SE1/4, Section 29, Township 70 North, Range 16 West of the Fifth Principal Meridian, and in Lot 2, The Coves Of Sundown Lake Phase II, Township of Udell, Appanoose County, Iowa. Said easement contains a total of 0.06± Acres.

I, James W. Smith, of Secluded Land Company, of Vernon County, State of Wisconsin, do hereby certify that the above survey, as shown by the attached Plat, is made with our free consent, and in accordance with our desire.

James W. Smith Date 4/5/06
 James W. Smith
 Secluded Land Company LLC

State of Wisconsin)
 Vernon County)

Personally came before me this 5th day of April, 2006, of the above named, James W. Smith, to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

Annette Kirchhoff
 Notary Public, Crawford County, Wisconsin
 My commission expires 12/20/09

ANNETTE KIRCHHOFF
 NOTARY PUBLIC
 STATE OF WISCONSIN



Book 2006 Page 720
Document 2005 720 Type 05 023 Pages 2
Date 4/18/2006 Time 10:32 AM
Rec Amt \$12.00

Cheryl A. Piatt, Recorder
Appanoose Co. IOWA

COMPUTED

INDEXED

Pl 12.00 RECORDED
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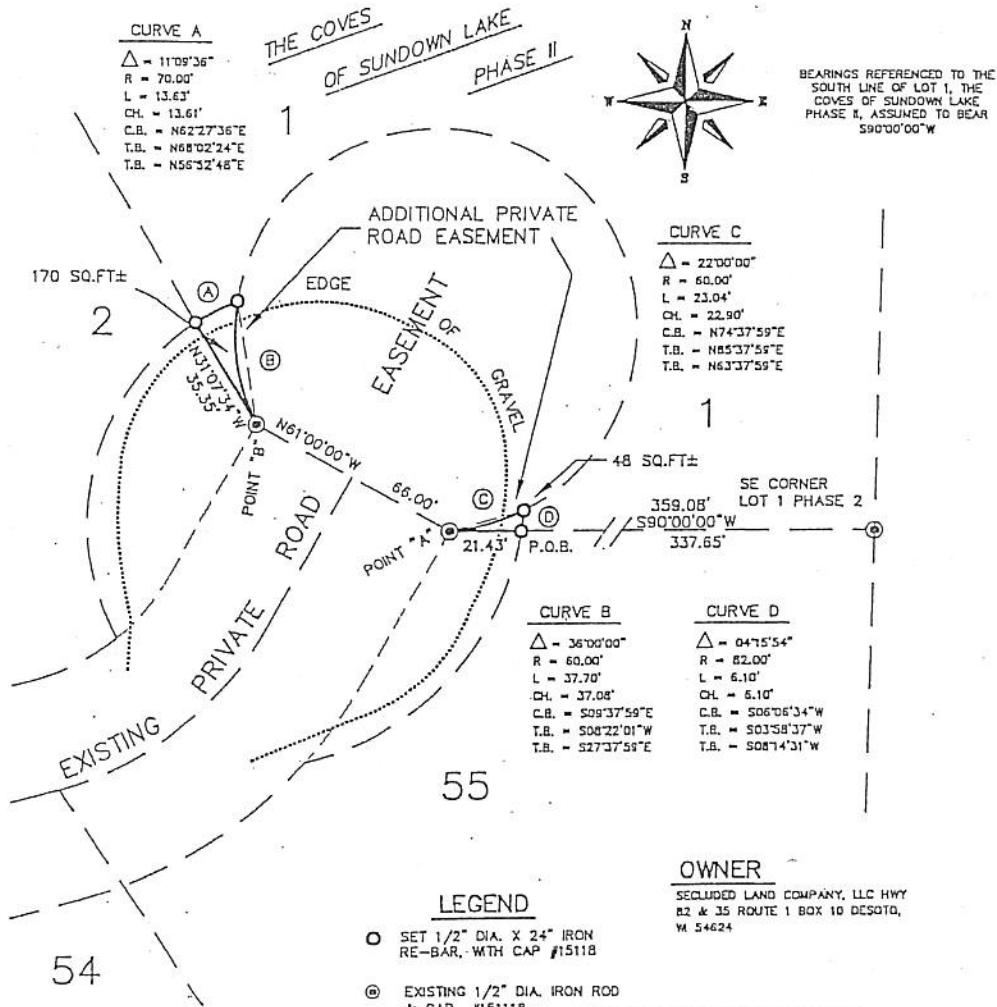


VIERBICHER
ASSOCIATES
Committed to Quality Service Since 1976

231 E. BLACKHAWK AVE. - P.O. BOX 542 - PRAIRIE DU CHIEN, WI 53221 - 908-372-1051

PLAT OF SURVEY

LOCATED IN THE SW1/4-SE1/4, SECTION 29, TOWNSHIP 70 NORTH, RANGE 16 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AND IN LOT 1, THE COVES OF SUNDOWN LAKE PHASE II, TOWNSHIP OF UDELL, APPANOOSE COUNTY, IOWA.



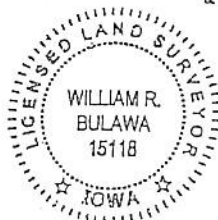
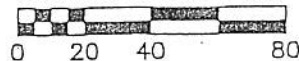
LEGEND

- SET 1/2" DIA. X 24" IRON RE-BAR, WITH CAP #15118
- ⊙ EXISTING 1/2" DIA. IRON ROD & CAP #151118

OWNER

SECURED LAND COMPANY, LLC HWY
82 & 35 ROUTE 1 BOX 10 DESOTO,
IA 54624

GRAPHIC SCALE FEET



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME AND THAT THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

William R. Bulawa 3-10-2006
WILLIAM R. BULAWA LICENSE NUMBER 15118 DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2007.
SHEET 1 OF 2 IS COVERED BY THIS SEAL

THIS INSTRUMENT DRAFTED BY WILLIAM R. BULAWA

SHEET 1 OF 2

ADDENDUM C-5

Plat of Survey

ADDITIONAL PRIVATE ROAD EASEMENT

Additional Private Road Easement located in the SW1/4 of the SE1/4, Section 29, Township 70 North, Range 16 West of the Fifth Principal Meridian, and in Lot 1, The Coves Of Sundown Lake Phase II, Township of Udell, Appanoose County, Iowa, containing 218 square feet and more particularly described by metes and bounds as follows:

Commencing at the southeast corner of Lot 1, The Coves Of Sundown Lake Phase II; thence S90°00'00"W, 337.65 feet along the south line of said Lot 1 to the Point of Beginning of this description; thence S90°00'00"W, 21.43 feet along the south line of said Lot 1 to an existing 1/2" iron re-bar and cap number 15118, said point being called point A; thence N61°00'00"W, 66.00 feet to an existing 1/2" iron re-bar and cap number 15118, said point being called point B; thence N31°07'34"W, 35.35 feet and the beginning of a curve; Thence Northeasterly, 13.63 feet along the arc of the curve to the right, radius 70.00 feet, central angle of 11°09'36", (the chord which bears N62°27'36"E, 13.61 Feet) to the end of said curve, and the beginning of a curve; Thence Southerly, 37.70 feet along the arc of the curve to the left, radius 60.00 feet, central angle of 36°00'00", (the chord which bears S09°37'59"E, 37.08 Feet) to the end of said curve and point B; thence S61°00'00"E, 66.00 feet to point A and the beginning of a curve; Thence Northeasterly, 23.04 feet along the arc of the curve to the left, radius 60.00 feet, central angle of 22°00'00", (the chord which bears N74°37'59"E, 22.90 Feet) to the end of said curve, and the beginning of a curve; Thence Southerly, 6.10 feet along the arc of the curve to the right, radius 82.00 feet, central angle of 04°15'54", (the chord which bears S06°06'34"W, 6.10 Feet) to the Point of Beginning.

Said above described Additional Private Road Easement contains 218 Square Feet.

I hereby certify that this Land Surveying document and related survey work was done by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Dated this 10th day of March 2006.

William R. Bulawa

William R. Bulawa

License No. 15118

My renewal date is: December 31, 2007

Sheet 2 of 2 is covered by this seal.



The attached Plat represents a *Plat of Survey* of an Additional Private Road Easement located in the SW1/4 of the SE1/4, Section 29, Township 70 North, Range 16 West of the Fifth Principal Meridian, and in Lot 1, The Coves Of Sundown Lake Phase II, Township of Udell, Appanoose County, Iowa. Said easement contains a total of 218 Square Feet.

I, James W. Smith, of Secluded Land Company, of Vernon County, State of Wisconsin, do hereby certify that the above survey, as shown by the attached Plat, is made with our free consent, and in accordance with our desire.

James W. Smith

Date

Secluded Land Company LLC

State of Wisconsin)

Vernon County)

Personally came before me this 5th day of April, 2006, of the above named, James W. Smith, to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

Annette Kirchhoff

Notary Public, Crawford

County, Wisconsin

Wisconsin

ANNETTE KIRCHHOFF
NOTARY PUBLIC
STATE OF WISCONSIN

My commission expires 12/31/09