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Cheryl A. Piatt, Recorder
Appanoose Co. IOWA

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**THE COVES OF SUNDOWN LAKE DOCK OWNERS
ASSOCIATION NO. 1 DECLARATION**

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

This Declaration, made this 11th day of October, 2006 by Secluded Land Company, LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, Secluded Land Company, LLC is the Owner of the Real Property legally described as follows:

Outlot 1 of the Plat of The Coves of Sundown Lake Phase III recorded at the Office of the Appanoose County Recorder on May 15, 2006 in Book 2006, Page 1080 as Document No. 20061080. Said Plat being 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 $\frac{1}{4}$, the NW $\frac{1}{4}$ -NE $\frac{1}{4}$, the SW $\frac{1}{4}$ -NE $\frac{1}{4}$, the SE $\frac{1}{4}$ -NE $\frac{1}{4}$, the SE $\frac{1}{4}$ -NW $\frac{1}{4}$, the NE $\frac{1}{4}$ -SW $\frac{1}{4}$, the SE $\frac{1}{4}$ -SW $\frac{1}{4}$, the NE $\frac{1}{4}$ -SE $\frac{1}{4}$, the NW $\frac{1}{4}$ -SE $\frac{1}{4}$, 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 $\frac{1}{4}$, the SW $\frac{1}{4}$ -NW $\frac{1}{4}$, the SE $\frac{1}{4}$ -NW $\frac{1}{4}$, the NE $\frac{1}{4}$ -SW $\frac{1}{4}$, the NW $\frac{1}{4}$ -SW $\frac{1}{4}$, 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.

Said Real Property owned by Secluded Land Company, LLC shall hereinafter be referred to as the "Property".

WHEREAS, Declarant desires to provide for the maintenance of 16 docks providing 32 slips (mooring sites) attached to the above-described Outlot 1 of The Coves of Sundown Lake (hereinafter referred to as "Docks") and to this end Declarant desires to subject the aforesaid Property to the provisions and rules as hereinafter set forth.

NOW, THEREFORE, Declarant does hereby give notice to all future purchasers, their successors and/or assigns of any portion of the Property hereinbefore described and whosoever it may concern that the Property is subject to the following provisions and rules which will inure to the benefit of and pass with the Property, and any portion thereof, and shall apply to and bind each successor in interest, and any owner thereof.

SECTION I. PURPOSE AND MEMBERSHIP

The Coves of Sundown Lake Dock Owners Association No. 1 (hereinafter the "Association") is organized for the use and enjoyment of all persons owning a dock slip attached to the Property and for maintaining, preserving, supervising and regulating use of that certain thirty-two (32) slip dock system attached to the above-described Outlot 1 of The Coves of Sundown Lake, along with its connecting cables, electrical service lines and water service lines, if any.

Any party or group of parties with an ownership interest in a dock slip attached to the Property is automatically a member, but each such dock slip ownership interest shall be entitled to one, and only one, vote in the Association which shall be cast by the designated spokesperson for said dock slip ownership interest. Each member shall be responsible for ensuring that his or her guests or invitees are aware of and abide by the terms of this Declaration.

SECTION II. 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 other location as determined and announced by the Chairperson, at a date and time announced in writing at least fifteen (15) days in advance, by written notice to all members. Parties sharing an ownership interest in a dock slip attached to the Property shall be entitled to only one written notice, addressed to their designated spokesperson.

At the annual meeting, the following shall be discussed:

- A) Immediate maintenance needs for the docks and individual slip sites.
- B) Presently existing problems with use, access, conditions, etc.

- C) Appropriate fees to be levied and collected.
- D) Review General Premises Liability and Property Damage insurance coverage amounts.
- E) Election of a Chairperson and Secretary/Treasurer for the period ending with the next annual meeting, by majority vote of members attending.
- F) Such other relevant business as may be discussed or proposed, including any necessary new or revised rules or regulations.

SECTION III. BUDGET AND FEES

Pursuant to the foregoing Paragraph Two (2) 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 docks and individual slips.

The initial annual non-prorated fee is \$50.00 for each dock slip not owned by Declarant.

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 previously agreed on by a majority shall become effective.

SECTION IV. DUTIES OF CHAIRPERSON

The Chairperson must be a member and shall 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 the docks and individual slips.

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 a majority of the members. Emergency needs shall be dealt with reasonably, in the Chairperson's discretion. The Declarant will act as interim Chairperson until two-thirds of the above-referenced dock slips are sold.

SECTION V. 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 other 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 only by the Chairperson.

SECTION VI. 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.

SECTION VII. LEVY AND COLLECTION OF FEES

The total annual budget amount approved shall be collected by pro-rata levy upon all dock slip ownership interests. The fraction of the total budget paid by each member may be adjusted to reflect a particular member's extraordinary use or wear of the docks or individual slips. 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.

SECTION VIII. 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 any ownership interest in the Property, 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

SECTION IX. 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 the previous year's budget being continued, the previous year's maintenance schedule will also be continued.

SECTION X. AMENDMENT

This Declaration may be amended, subject to the provisions of Paragraph 1, and as follows:

- A) Such amendment shall be in writing.
- B) It shall be signed by the owners of a two-thirds majority of all dock slip interests.
- C) The amendment shall be recorded at the Appanoose County Recorder's Office.
- 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.

SECTION XI. LIABILITY FOR INJURIES ON DOCKS

During the period this Association is in existence, each member, his or her heirs, administrators and assigns, in consideration of the Association's maintenance services hereby releases and discharges 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, licensees or their personal property that are caused by conditions of the dock slips created by the Association in its members' good faith performance under this Declaration.

It is the responsibility of the Association to obtain and pay for reasonably adequate General Premises Liability and Property Damage insurance coverage for the subject docks and mooring sites which are the subject of this Declaration.


SECTION XII. INDIVIDUAL LIABILITY FOR DOCK OR SLIP DAMAGES

The Association shall hold owner(s) individually responsible for damages caused by the owner(s) their guests or their agents through improper or negligent use of the docks and/or slips. Damages may be collected by special assessment and if unpaid, shall become a lien upon the property subject to foreclosure.

SECTION XIII. REASONABLE CONSTRUCTION

All provisions of this Declaration shall be reasonably construed so as to effectuate the intent and purposes of the Association. The terms and provisions of 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 11th day of October, 2006 the above-named James W. Smith, sole managing member of Secluded Land Company, LLC 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