

THE COVES OF SUNDOWN LAKE PHASE I

PROPRIETOR'S STATEMENT:

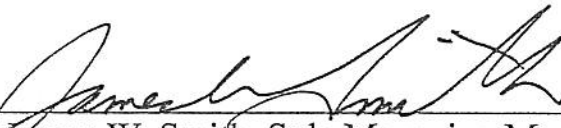
Secluded Land Company, LLC, Highways 82 & 35, Route 1, Box 1, DeSoto, Wisconsin 54624, Proprietor, does hereby certify and state this Subdivision Plat of The Coves of Sundown Lake Phase I was prepared with the free consent and in accordance with the desire of the undersigned Proprietor. The undersigned Proprietor hereby dedicates the 66' WIDE PRIVATE ROAD EASEMENTS depicted on the Plat for uninterrupted and ungated vehicular and pedestrian ingress, egress, and for utilities and roadway improvements.

Proprietor hereby declares and binds Proprietor, its successors and assigns to the PROPRIETOR'S DECLARATION OF SUNDOWN LAKE OWNERS' ASSOCIATION BY-LAWS, PROVISIONS AND PROTECTIVE COVENANTS attached hereto as Exhibit A.

Dated this 12th day of July, 2005

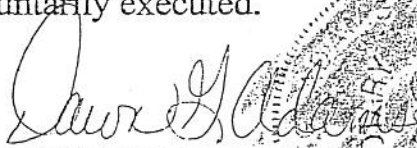
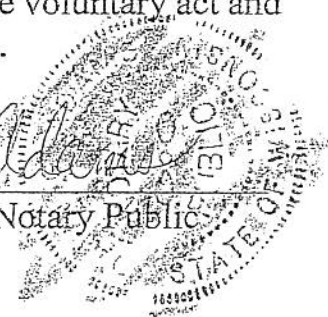
SECLUDED LAND COMPANY, LLC

BY:


James W. Smith, Sole Managing Member

STATE OF WISCONSIN, COUNTY OF VERNON, ss:

On this 12th day of July, 2005 before me, a Notary Public in and for the said State, personally appeared JAMES W. SMITH, to me personally known, who being by me duly sworn did say that he is the sole Managing Member of said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said JAMES W. SMITH acknowledged the execution of said instrument to the voluntary act and deed of said limited liability company by it voluntarily executed.


Exp. 2/12/06 Notary Public


recorded 7/14/05

SUNDOWN LAKE OWNERS' ASSOCIATION DECLARATION, BY-LAWS & PROVISIONS

Return to:
Secluded Land Company
P.O. Box 10
DeSoto, WI 54624
(608)648-2301

This Declaration, made this 12th day of July, 2005, by
Secluded Land Company, a Wisconsin Limited Liability Company
(hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, Secluded Land Company, LLC is the Owner of Real Property legally described as
follows: See attached Exhibit A.

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

WHEREAS, Declarant desires to preserve the natural beauty of the Property, to ensure the
most appropriate development and improvement of the Property, to provide for the maintenance
of Common Private Roads and Common Areas which include but are not limited to Boat Launch,
Swimming Areas, Dam and Boat Slips, (all of the foregoing shall hereinafter be known as "Common
Areas") and to this end desires to subject 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.

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) Private ingress-egress and utility easements located on the Property;
- 2) Boat Launches;
- 3) Boat Slips;
- 4) Swimming Areas;
- 5) Lake Sundown;
- 6) Picnic Areas;
- 7) Dam and Spillway;

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 Exhibit A as required in Declarants' 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; but each separate lot shall be entitled to one, and only one vote in the Association. 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. Declarant reserves the right to make additional adjacent lands and any party or group of parties with an ownership interest in said additional lands subject to the terms of this Declaration and any amendments thereto.

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.

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 Paragraph 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, bath house, parking areas, boat stickers, regulation signs, Dam and Spillway 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. 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, Dam, bath house, boat launch pier, swimming area, private roadway, and parking area. The initial annual fee is a non-prorated \$150.00, per lot, per year for lakefront parcels. The initial annual fee for parcel owners who have also purchased Common Boat Slips is a non-prorated \$200.00, per lot, per year. The initial annual fee is a non-prorated \$150.00 for Non-Lakefront parcels without a boat slip in the Common Areas. The entire initial annual fee is not prorated and is due at time of closing.

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 Paragraph 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 Paragraph 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 Paragraph One above created by the Association in performance of its responsibilities under this Declaration.

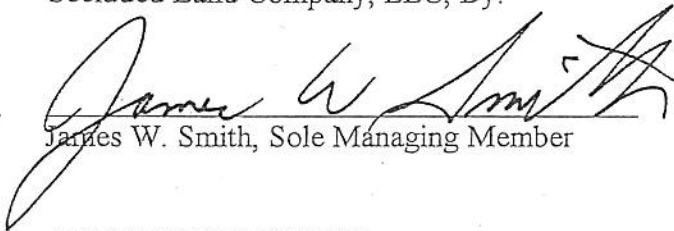
13. INDIVIDUAL LIABILITY FOR COMMON AREA DAMAGES

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 Paragraph 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.

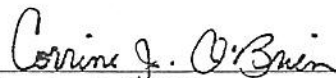
Secluded Land Company, LLC, By:


James W. Smith, Sole Managing Member

ACKNOWLEDGMENT

State of Wisconsin)
) ss
County of Vernon)

Personally came before me this 14 day of
July, 2005 the above-named
James W. Smith to me known to be the person
who executed the foregoing instrument and
acknowledge the same.


*Corrine J. O'Brien
Notary Public – Crawford County, Wisconsin
My Commission expires: 1/22/06

Legal Description

Lots 1 – 22 (inclusive) 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 of Plats, 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.

PROTECTIVE COVENANTS

1. No "single-wide" mobile homes, no manufactured homes with metal frame and axles. Modulares are allowed with permanent foundation.
2. Campers, fifth-wheelers, motor coaches, motor homes and similar recreational vehicles are not permitted on the property unless attended within a 48-hour period.
3. Unregistered or abandoned vehicles, trash, or junk may not remain on the property.
4. 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.
5. No tar paper siding or tar shingle siding is allowed on any structure placed on the property.
6. 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.
7. 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.
8. 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.
9. No Commercial Timbering.
10. The property is restricted against commercialization.
11. 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.
12. 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.
13. Fishing and Boating on Sundown Lake is subject to the rules and regulations of The Coves of Sundown Lake Owners' Association.

14. 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.
15. 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.
16. Any of these protective covenants may be superseded by previously recorded restrictive covenants, and/or by more restrictive government regulations.
17. Any of these protective covenants may be amended, as provided in Section 11 of this Declaration.
18. These protective covenants shall run with the land.
19. Each lot owner has standing to sue for enforcement of any of these protective covenants.
20. 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) (G12Z3)