

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.

8. AUTOMATIC RENEWAL

If for any reason an Annual Meeting is not held in a given year, than 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.

9. AMENDMENT

The declaration may be amended, subject to the following:

- (a) Such amendment shall be in writing.
- (b) It shall be signed by a majority of its members.
- (c) The amendment shall be recorded.

10. LIABILITY FOR INJURIES ON THE OUTLOTS

During the period this Association is in existence, each member, his or her heirs, administrators or assigns, in consideration of the Association's maintenance services hereby releases and discharges each other member of the Association, their heirs, administrators 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 aforesaid Outlots (identified in paragraph 1 of this Agreement) created by the Association in performance under this Agreement.

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11. INDIVIDUAL LIABILITY FOR OUTLOT DAMAGES

The Association shall hold landowners individually responsible for damages caused by the landowners or their agents through improper or negligent use of the aforesaid Outlots. Damages may be collected by special assessment and if unpaid, shall become a lien upon the property subject to foreclosure.

12. REASONABLE CONSTRUCTION

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

Secluded Land Company, LLC, a Wisconsin limited liability company, by:

James W. Smith
James W. Smith
ACKNOWLEDGMENT

State of Wisconsin }
County of Vernon } ss

Personally came before me this 3rd day of December, 1998 the above named James W. Smith to me known to be the person who executed the foregoing instrument and acknowledge the same.

Dawn G. McCann
Notary Public - Dawn G. McCann
Crawford County, Wisconsin
My Commission expires: 2/17/02

This document was drafted by Attorney John P. Ebben.

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WHEREAS, Any party or group of parties with an ownership interest in Parcels 1 through 40 of the Plat of Crystal Brook Woods recorded on December 3, 1998 in File No 2, Envelope No. 134 as Document No. 381889 at the Adams County Register of Deeds Office is considered a member of the Crystal Brook Owners Association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that as of November 15, 2002 a majority of the members within the Crystal Brook Woods Owners Association hereby declares that said Protective Covenants are amended as follows:

A. Paragraphs 10, 11, and 12 of the above-referenced document shall be renumbered 11, 12, and 13 respectively; add new Paragraph 10 as indicated herein. The above-referenced Protective Covenants are hereby amended to read as follows:

PROTECTIVE COVENANTS

1. The Grantees, for themselves, their heirs and assigns, agree that no mobile homes or campers or buses shall be placed upon the premises herein conveyed. Campers are not permitted unless attended within a 48-hour period. "Mobile homes" includes any and all trailers or structures previously licensed or titled for road use; and trailers or structures with wheels and/or axles attached at any time, including all trailers and structures commonly known as "mobile homes", whether placed on a foundation or not. The foregoing prohibition against "mobile homes, does not apply to "double wide, manufactured homes at least 24 feet wide. A "double wide" is permitted only if its wheels are removed and it is placed on a full brick or concrete perimeter wall, crawl space, full basement or other similar permanent foundation.
2. The Grantees, for themselves, their heirs, and assigns, shall not permit unregistered or abandoned vehicles trash or junk to remain on said premises.
3. All structures shall have exterior finish, clapboard siding, shingles, masonry, or equal quality finish. No tar paper, tar paper shingles, tar paper siding, metal siding or metal roofs are allowed.
4. All structures erected shall be promptly and expeditiously completed on their exterior, including paint or stain on any exterior surface above the foundation within 6 months after construction is commenced.
5. Any primary residential structure must have a minimum of 700 square feet of living space.
6. Should any improvements on the premises 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.
7. The land is restricted against commercial timbering and commercialization.
8. The Grantees, their heirs, successors and/or assigns are prohibited from placing advertising signs of any nature, including "For Sale" signs, upon the premises.
9. The Grantees understand that no high phosphorus content fertilizer shall be applied to the subject property within 100 feet of the Ordinary High water Mark of any navigable waters adjacent to said property.
10. Quiet-hours: Specific quiet hours will be from 10:00 p.m. through 8:00 a.m. Other than emergency situations, noise-producing activities are restricted. During this time, noise from voices, stereos, ATV's, etc. must not reach levels that can be heard at a distance of 400 feet.

B. Paragraph number one on page two of said Declaration entitled "PURPOSE AND MEMBERSHIP" is hereby amended to read as follows:

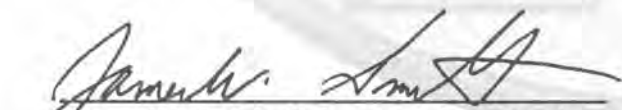
"1. PURPOSE AND MEMBERSHIP The Crystal Brook Woods Owners Association is organized for the purpose of maintaining, preserving, supervising, and regulating said Outlots One and Two, for the use and enjoyment of the common land owners owning lands in Crystal Brook Woods. Any party or group of parties with an ownership interest in parcels 1-40 of the Plat of Crystal Brook Woods is automatically a member. Each separate parcel of land shall be entitled to one, and only one, vote in the Association."

C. Paragraph number two on page two of said Declaration entitled "ANNUAL MEETING" is changed to read as follows:

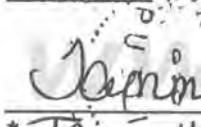
"Each calendar year during the month of September the Association shall hold an annual meeting, at a location within the State of Wisconsin, announced by the Chairperson, at a date and time announced in writing at least 15 days in advance, by written notice to all members. Parties sharing an ownership interest in one of parcels 1-40 of the Plat of Crystal Brook Woods shall only be entitled to one written notice, addressed to their designated spokesperson. At the annual meeting, the following shall be discussed:"

Dated this 13th day of January, 1999.

Secluded Land Company, LLC, by:


James W. Smith, Sole Managing Member

Subscribed and sworn to before me this 13th day of January, 1999.


Tommy K. Pedretti
* Tommy K. Pedretti
Notary Public, LaCrosse Co., WI
My Commission Expires: 5/19/2002

This document was drafted by Attorney John P. Ebben.

Lots 1-40 and Outlot Number One and Outlot Number Two of the recorded Plat of Crystal Brook Woods recorded on December 3, 1998 in File No. 2, Envelope No. 134 as Document No. 381889.

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**AMENDMENT #2
TO DEVELOPER'S DECLARATION OF
CRYSTAL BROOK WOODS OWNERS
ASSOCIATION**

VOL 3248 PAGE 43

Recorded-Adams County WI
Register of Deeds Office-
Jodi M. Helgeson-Register

MAY 23 2003

Time: 9:40 AM
Volume: 3248 Page: 43-46
Fee: 17 p 4
5130

WHEREAS, Secluded Land Company, LLC a Wisconsin limited liability company, was the original Declarant of the Developer's Declaration of Crystal Brook Woods Owners Association dated December 3, 1998 and recorded December 7, 1998 at the Adams County Register of Deeds Office in Volume 1898 at Page 70 as Document No. 381952 and including Secluded Land Company's amendment dated January 13, 1999 and recorded January 19, 1999 at the Adams County Register of Deeds Office in Volume 1931 at page 20 - 22.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that as of November 15, 2002 a majority of the members within the Crystal Brook Woods Owners Association hereby declares that said Declaration is amended as follows:

Return To:

John Dobel - Treasurer
1406 Commonwealth Dr
Ft Atkinson, WI 53538

34-285; 34-853; 34-858; 34-859; 34-868;
34-869; 34-870-0010; and 34-871-0010

A. The last paragraph of page one of the above-referenced Declaration and amendment is hereby amended to read as follows:

(PIN #)

"NOW THEREFORE, a majority of the members within the Crystal Brook Woods Owners Association does hereby give notice to all purchasers, their successors or assigns of any portion of Outlots One and Two of the recorded Plat of Crystal Brook Woods recorded on December 3, 1998 in File No 2, Envelope No. 134 as Document No. 381889, and whoever it may concern that said Outlots One and Two are subject to the following covenants, restrictions, provisions and rules which will insure to the benefit of and pass with said Outlots One and Two, and shall apply to and bind each successor in interest, and any owner thereof.

1. No all terrain vehicles (ATVs), motorcycles or snowmobiles may be operated or stored anywhere on said Outlots One and Two.
2. No gas-powered vehicles, except for golf carts, may be operated or stored anywhere on said Outlots One and Two.

a) Definitions & Equipment Requirements For Golf Carts

- 1) Conventional golf car is defined as: A vehicle designed and constructed or specially adapted to be used for transport of persons participating in the game of golf on golf courses.
- 2) Conventional golf cars, as originally manufactured, shall have a top speed of less than 15 miles per hour. Golf cars that are modified after its original manufacture so that they can achieve 20 or more miles per hour, are classified as "low-speed vehicles", and thus are not permitted in areas designated as Outlot #1 and Outlot #2.
- 3) Tires shall be designed for turf or golf course applications, knobby or all-terrain type tires are prohibited.

COPY

**AMENDMENT TO DEVELOPER'S
DECLARATION OF CRYSTAL BROOK
WOODS OWNERS ASSOCIATION**

VOL 1931 PAGE 20

WHEREAS, Secluded Land Company, LLC a Wisconsin limited liability company, was the original Declarant of the Developer's Declaration of Crystal Brook Woods Owners Association dated December 3, 1998 and recorded December 7, 1998 at the Adams County Register of Deeds Office in Volume 1898 at Page 70 as Document No. 381952 and Secluded Land Company, LLC, now desires to amend said Declaration.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that said Secluded Land Company hereby declares that said Declaration is amended as follows:

A. The last paragraph of page one of the above-referenced Declaration is hereby amended to read as follows:

"NOW THEREFORE, Declarant does hereby give notice to all purchasers, their successors or assigns of any portion of Outlots One and Two of the recorded Plat of Crystal Brook Woods recorded on December 3, 1998 in File No. 2, Envelope No. 134 as Document No. 381889, and whosoever it may concern that said Outlots One and Two are subject to the following covenants, restrictions, provisions and rules which will inure to the benefit of and pass with said Outlots One and Two, and shall apply to and bind each successor in interest, and any owner thereof.

1. No all terrain vehicles (ATVs), motorcycles or snowmobiles may be operated or stored anywhere on said Outlots One and Two.
2. No gas-powered vehicles, except for golf carts may be operated or stored anywhere on said Outlots One and Two.
3. No horses may be raised, bred, kept or used for any purpose on said Outlots One and Two.
4. No bow hunting or trapping or discharge of firearms is permitted anywhere on said Outlots One and Two.
5. No overnight camping is permitted anywhere on said Outlots One and Two without written permission from the Association.
6. No further subdivision of any existing lot including Outlot Number One and Outlot Number Two within the Property shall be permitted.

Note: Additions to text are indicated by underline.

REGISTER'S OFFICE } SS
ADAMS COUNTY WI }
RECEIVED FOR RECORD

JAN 19 1999

AT 10:35 A M IN VOL 1931
OF MR PAGE 20-22
Gamm... REGISTER

Return to:
Secluded Land Company, LLC
P.O. Box 10
DeSoto, WI 54624

34-285; 34-853; 34-858;
34-859; 34-868; 34-869;
34-870-0010; and
34-871-0010

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