

LEGAL DESCRIPTION

Lot of the plat of Crystal Brook Woods, located in Section 19, Township 18 North, Range 5 East, Town of Strongs Prairie, as recorded on December 3, 1998 in the Office of the Adams County Register of Deeds, in File 2 of Plats in Envelope 134 as Document No. 381889.

Along with a 1/40th undivided interest in Outlot 1 (one) and Outlot 2 (two) of the above-described plat of Crystal Brook Woods.

The above described property is further subject to the following:

PROTECTIVE COVENANTS

1. The Grantees, for themselves, their heirs and assigns, agree that no mobile homes or unattended 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 and 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 in the subdivision 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. The Grantees understand that they have standing to sue for enforcement of the foregoing protective covenants. Enforcement is primarily Grantees responsibility after half of the lots offered for sale by Grantor have been sold.
11. The foregoing protective covenants may be superseded by previously recorded more restrictive covenants or by local and county zoning regulations.
12. The foregoing protective covenants shall run with the land and shall be binding on the grantees, their heirs, successors and assigns. Each lot owner in Crystal Brook Woods Development, as recorded in the Office of the Register of Deeds, Adams County, Wisconsin is authorized to bring an action to enjoin any violation of these covenants.

[CO] CBW

COPYDEVELOPER'S DECLARATION OF
CRYSTAL BROOK WOODS
OWNERS ASSOCIATION

381952

VOL 1898 PAGE 70

This Declaration, made this 3rd day of December, 1998, by Secluded Land Company, LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, Secluded Land Company is the Owner of the real property legally described as:

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.

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

DEC - 7 1998

 AT 10:25 A.M. IN VOL 1898 and 1899
 OF M.B. PAGE 70 AND 1-5
 JULIA A. KROCHNE REGISTER
 Deputy

 Return to:
 Secluded Land Company
 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.

(PIN #)

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

WHEREAS, Declarant desires to provide for the maintenance of Outlot Number One and Outlot Number Two as Conservancy Areas.

NOW THEREFORE, Declarant does hereby give notice to all purchasers, their successors or assigns of any portion of the Property hereinbefore described and whosoever it may concern that the Property is subject to the following covenants, restrictions, provisions and rules which will inure to the benefit of and pass with Property, and each and every parcel thereof, 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 the Property.
2. No gas-powered vehicles, except for golf carts may be operated or stored anywhere on the Property.
3. No horses may be raised, bred, kept or used for any purpose on the property.

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VP: 1899 PAGE 01

4. No bow hunting or trapping or discharge of firearms is permitted anywhere on the Property.
5. No overnight camping is permitted anywhere on the Property 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.

1. PURPOSE AND MEMBERSHIP

The Crystal Brook Owners Association is organized for the purpose of maintaining, preserving, supervising, and regulating the Property, for the use and enjoyment of the common landowners 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.

2. ANNUAL MEETING

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 parcel of land 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 the aforesaid Outlots.
- b) Problems with use, access, condition, etc. presently existing.
- c) Maintenance and snow removal arrangements for the winter and spring seasons.
- d) Appropriate fees to be levied and collected.

Vol 1899 PAGE 02

- 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 rules or regulations.

3. BUDGET AND FEES

Pursuant to the foregoing paragraph (2), the Association shall have the power to determine by majority vote of members attending, a budget and how much money to levy and collect as and for anticipated maintenance and care expenses of the aforesaid Outlots. The initial annual fee for maintenance of the aforesaid Outlots is \$70.00 per year. 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.

4. 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 plowing, care and maintenance, and shall be responsible for the day to day care and maintenance of the aforesaid Outlots. 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.

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5. DUTIES OF THE SECRETARY/TREASURER

The Secretary/Treasurer must be a member, 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.

6. LEVY AND COLLECTION OF FEES

The total annual budget amount approved shall be collected by levy upon all members. For each separate parcel of land a pro-rata fraction of the amount of the total budget shall be levied; however, upon approval of a majority of the members the pro-rata fraction of the total budget paid by each member may be adjusted to reflect a particular member's extraordinary use of the aforesaid Outlots. 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 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 aforesaid Outlots shall occur only upon a unanimous vote of all members of the Association.

7. RESTRICTIVE COVENANTS, ASSIGNMENT AND SUCCESSION

The terms and conditions of this Agreement constitute a restrictive covenant running with the land, along with any rules and regulations approved by the Association. Upon conveyance or transfer of the ownership interest in a particular parcel of land, the membership,

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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.

063881

VOL 1899 PAGE 05

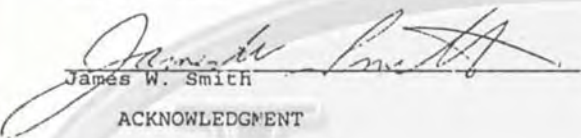
11. INDIVIDUAL LIABILITY FOR OUTLOT DAMAGES

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.

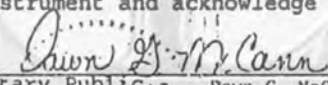
Secluded Land Company, LLC, a Wisconsin limited liability company, by:


James W. Smith

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.


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

This document was drafted by Attorney John P. Ebben.

www.TheLandman.net

COPY**AMENDMENT TO DEVELOPER'S
DECLARATION OF CRYSTAL BROOK
WOODS OWNERS ASSOCIATION****382958**

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
Cammie Richhoff 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

(PIN #)

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

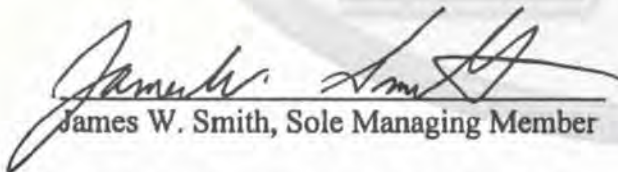
"1. PURPOSE AND MEMBERSHIP The Crystal Brook Woods Owners Association is organized for the purpose of maintaining, preserving, supervising, and regulating said Outlots One and Two, for the use and enjoyment of the common land owners owning lands in Crystal Brook Woods. Any party or group of parties with 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:

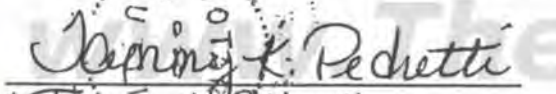
"Each calendar year during the month of September the Association shall hold an annual meeting, at a location within the State of Wisconsin, announced by the Chairperson, at a date and time announced in writing at least 15 days in advance, by written notice to all members. Parties sharing an ownership 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
Notary Public, La Crosse 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.

888-696-8695



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

423088

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: 17.00
5/30

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:

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

(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.

- 4) Lights & Brakes must be in working order. Gas powered carts shall have a properly functioning muffler.
- 5) Golf carts must have your lot number on them (2" or larger letters) visibly positioned on the rear and front of the cart.
- 6) Golf carts are required to have a minimum 5-pound Class A, B, C fully charged fire extinguisher aboard at all times.

b) Rules Of Operation For Golf Carts

- 1) Cart owners are responsible for their guest to follow these rules.
 - 2) Operators of a golf cart must be at least sixteen (16) years of age with a valid automobile driver's license. Operators between the ages of 16 and 18 are allowed only one passenger unless they are under direct adult supervision. Direct adult supervision and control is required for all other operation.
 - 3) Pedestrians have the right of way at all times. When approaching hikers along the trail system the golf cart operator has the responsibility of making their presence known to the pedestrians.
 - 4) Tire spinning while accelerating or turning and brake lockup (skidding) when stopping is prohibited
 - 5) Golf carts must remain on the marked trails or creek access sites. Operation off-trails is prohibited.
 - 6) Deliberate disturbance of wildlife, such as deer, turtles, and birds is prohibited.
 - 7) Lights must be used while driving during periods of insufficient daylight or adverse conditions.
 - 8) Special care shall be exercised and low speed shall be maintained while traveling on trails having hills & valleys and at tight corners & curves. Trail surfaces can be easily damaged due to the loose sand topsoil that is present on Outlot #1 and Outlot #2.
 - 9) When leaving your golf cart to travel on foot, cart shall be parked in an area to allow others to pass without hindrance. To avoid potential fire hazards do not park in areas of tall grass or leaf cover.
 - 10) Owners of the golf carts are solely responsible for any damage they or their guest may cause to Outlot #1 and Outlot #2 along with any injury to yourself and others. Cart owners are responsible for properly maintaining their vehicles to safeguard against leakage of fluids and any other environmental concerns.
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.

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.

Non-Quiet or Consideration Hours: During all other times, members are expected to keep their noise at a reasonable level for their activities.

In addition, during this time; noise from stereos, ATV's and other motorized vehicles, must not be heard on a continuous basis. A continuous basis is defined as a period of time of more than one hour of uninterrupted noise generation within a four-hour time interval.

Exemptions: Non-quiet hour restrictions do not apply to emergency situations, construction activities, operation of lawn mowers for the purpose of grass cutting, or operation of chain saws for the purpose of tree removal.

11. The Grantees understand that they have standing to sue for enforcement of the foregoing protective covenants. Enforcement is primarily Grantees responsibility after half the lots offered for sale by the Grantor have been sold.
12. The foregoing Protective covenants may be superseded by previously recorded more restrictive covenants or by local and county zoning regulations.
13. The foregoing protective covenants shall run with the land and be binding on the grantee, their heirs, successors and assigns. Each lot owner in the Crystal Brook Woods Development, in the office of the Register of Deeds, Adams County, Wisconsin, is authorized to bring an action to enjoin any violation of these covenants.

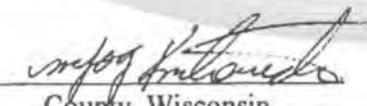
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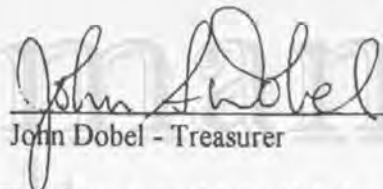
Note: Additions to text are indicated by underline


Jeffery C. Remy - Chairperson

The above named Jeffery C. Remy, personally
came before me on this 20 day of April, 2003.
Known to me to be the person who executed the
forgoing instrument and acknowledge the same.

Notary Public - 
Dane County, Wisconsin

My Commission Expires: MAY 28, 06


John Dobel - Treasurer

The above named John Dobel, personally came
before me on this 22 day of April, 2003


Pamela A. Jorsch
Notary Public - Jefferson County, Wisconsin

My Commission Expires: SEPTEMBER 10, 2006

THIS AMENDMENT #2 AFFECTS PARCELS 1 THROUGH 40
AND OUTLOTS #1 & #2 OF THE PLAT OF
CRYSTAL BROOK WOODS,

This document was drafted on April 15, 2003 by Jeffery C. Remy - Chairperson, Crystal Brook Woods Owners Association.

AMENDMENT #3 TO DEVELOPER'S DECLARATION OF CRYSTAL BROOK WOODS OWNERS ASSOCIATION

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, and including Crystal Brook Woods Owners Association's amendment #2 dated November 15, 2002 and recorded May 23, 2003 at the Adams County Register of Deeds Office in Volume 3248 at pages 43 - 46.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that as of September 10, 2005 a majority of the members within the Crystal Brook Woods Owners Association hereby declares that said Declaration is amended as follows:

A. Paragraph number two on page two of the above-referenced Declaration and amendment entitled "ANNUAL MEETING" is hereby amended to read as follows:

"2. ANNUAL MEETING 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. If a member is unable to attend the annual meeting they may authorize a person to represent their interest at the annual meeting. Such authorization shall be in writing and be received by the Chairperson or the Secretary/Treasurer prior to said date and time of the annual meeting. At the annual meeting, the following shall be discussed:

- a) Immediate maintenance needs for the aforesaid Outlots.
- b) Problems with use, access, condition, etc. presently existing.
- c) Maintenance and snow removal arrangements for the winter and spring seasons.
- d) By majority vote of members or the member's representative attending, decide on appropriate fees to be levied and collected for planned expenditures and required maintenance projects for the upcoming year within the aforesaid Outlots.
- 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 rules or regulations."

Note: Additions to text are indicated by underline.

449668

VOL 4107 PAGE 27

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

NOV 11 2005

Time: 9:25 AM
Volume: 4107 Page: 27-30
Fee: \$17.00 4

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

(PIN #)

B. Paragraph number three on page three of the above-referenced Declaration entitled "BUDGET AND FEES" is hereby amended to read as follows:

"3. BUDGET AND FEES The basic annual dues for maintenance of the aforesaid Outlots is \$70.00 per year. Pursuant to the foregoing paragraph (2), the Association shall have the power to determine by majority vote of members or the member's representative attending, a total budget and how much money to levy and collect as and for anticipated maintenance and care expenses of the aforesaid Outlots. Each and every budget shall require the approval of a majority of the members or their representative 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."

C. Paragraph number six on page four of the above-referenced Declaration entitled "LEVY AND COLLECTION OF FEES" is hereby amended to read as follows:

"6. LEVY AND COLLECTION OF FEES The total annual budget amount approved shall be collected by levy upon all members. For each separate parcel of land a pro-rata fraction of the amount of the total budget shall be levied; however, upon approval of a majority of the members attending the annual meeting the pro-rata fraction of the total budget paid by each member may be adjusted to reflect a particular member's extraordinary use of the aforesaid Outlots. 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 may be collected by legal action, in the name of the Association, upon approval of a majority of members attending the annual meeting during the year in which due, and unpaid fees shall constitute a lien upon the property for which fees are delinquent. A decision to discontinue the maintenance of the aforesaid Outlots shall occur only upon a unanimous vote of all members of the Association."

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that as of September 10, 2005 a majority of the members within the Crystal Brook Woods Owners Association hereby declares that said Protective Covenants identified within amendment number two dated November 15, 2002 and recorded May 23, 2003 at the Adams County Register of Deeds Office in Volume 3248 at pages 43 - 46 is amended to read as follows:

PROTECTIVE COVENANTS

- I. 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. "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/block or concrete perimeter wall, crawl space, full basement or other similar permanent foundation.

Unattended camping vehicle/trailer(s) may be placed upon the premises during the period of Daylight Savings Time. At all other times of the year, camping vehicle/trailer(s) are not permitted unless attended within a 48-hour period.

NOTE: Daylight Savings Time is in effect, the first Sunday in April through the last Sunday in October.

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. The foregoing prohibition against "metal roofs, does not apply to" Architectural Grade pre-finished metal or aluminum roof materials fabricated into a standing-seam profile and attached to the roof substrate using concealed fasteners.
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 within the highway right-of-way, including "For Sale" signs of personal property, or signs/ billboards indicating property owner's name. The foregoing prohibition against signs, does not apply to the following:
 - Mailboxes with the occupants name affixed to the sides, top, or bottom.
 - Signs indicating an individual's real estate property For Sale.
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.

Non-Quiet or Consideration Hours: During all other times, members are expected to keep their noise at a reasonable level for their activities.

In addition, during this time; noise from stereos, ATV's and other motorized vehicles, must not be heard on a continuous basis. A continuous basis is defined as a period of time of more than one hour of uninterrupted noise generation within a four-hour time interval.

Exemptions: Non-quiet hour restrictions do not apply to emergency situations, construction activities, operation of lawn mowers for the purpose of grass cutting, or operation of chain saws for the purpose of tree removal.
11. The Grantees understand that they have standing to sue for enforcement of the foregoing protective covenants. Enforcement is primarily Grantees responsibility.
12. The foregoing Protective covenants may be superseded by previously recorded more restrictive covenants or by local and county zoning regulations.

13. The foregoing protective covenants shall run with the land and be binding on the grantee, their heirs, successors and assigns. Each lot owner in the Crystal Brook Woods Development, in the office of the Register of Deeds, Adams County, Wisconsin, is authorized to bring an action to enjoin any violation of these covenants.

C-2B

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Note: Additions to text are indicated by underline

Jeffery C. Remy
Jeffery C. Remy - Chairperson

The above named Jeffery C. Remy, personally came before me on this 11 day of NOVEMBER 2005. Known to me to be the person who executed the forgoing instrument and acknowledge the same.

John S. Dobel
John Dobel - Treasurer

The above named John Dobel, personally came before me on this 24 day of OCTOBER, 2005.

Notary Public Linda M. Collins
Adams County, Wisconsin
My Commission Expires: 12/31/08



Notary Public Laura Halkowski
Jefferson County, Wisconsin
My Commission Expires: 01/03/09



This document was drafted on October 18, 2005 by Jeffery C. Remy – Chairperson, Crystal Brook Woods Owners Association.

This Amendment number three affects Lots 1 thru 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.