

**DEVELOPER'S DECLARATION OF
CRYSTAL BROOK WOODS
OWNERS ASSOCIATION
(Amended Version)**

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. 3 81952 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 whoever 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.

1. PURPOSE AND MEMBERSHIP

The Crystal Brook 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 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 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:

- 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.
- 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. 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.

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, 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.

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.