

**THIRD AMENDMENT TO WISCONSIN RIVER VIEW
OWNERS' ASSOCIATION DECLARATION,
PROVISIONS, RULES & UTILITY EASEMENT**

DOC# 307060



WHEREAS, Secluded Land Company, LLC was the original Declarant of the Wisconsin River View Owners' Association Declaration, Provisions, Rules and Utility Easement dated June 23, 2008 and recorded June 24, 2008 at the Crawford County Register of Deeds Office as Document No. 303437;

Recorded
JULY 22, 2009 AT 01:43PM
CRAWFORD COUNTY WISCONSIN
REGISTER OF DEEDS OFFICE
MELISSA C NAGEL - REGISTER
Fee Amount: \$23.00

WHEREAS, Secluded Land Company, LLC was the Declarant of the First Amendment to Wisconsin River View Owners' Association Declaration, Provisions, Rules and Utility Easement dated November 13, 2008 and recorded November 17, 2008 at the Crawford County Register of Deeds Office as Document No. 304798;

WHEREAS, Secluded Land Company, LLC was the Declarant of the Second Amendment to Wisconsin River View Owners' Association Declaration, Provisions, Rules and Utility Easement dated January 9, 2009 and recorded January 20, 2009 at the Crawford County Register of Deeds Office as Document No. 305214.

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

See attached Exhibit E

WHEREAS, Subparagraph D) of SECTION XI: AMENDMENT of said Declaration states; "Notwithstanding the foregoing SECTION XI, Paragraphs A), B), and C), Declarant does hereby reserve the right, in its sole discretion to amend this Declaration for period of ten years from the date of this Declaration."

Parcel Identification Numbers

NOW, THEREFORE, Secluded Land Company, LLC hereby amends said Declaration, as amended, as follows:

SECTION IX: RESTRICTIVE COVENANTS, ASSIGNMENT AND SUCCESSION consisting of two paragraphs in said original Declaration is hereby deleted in its entirety and replaced with the following:

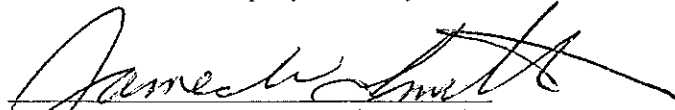
"SECTION IX: RESTRICTIVE COVENANTS, ASSIGNMENT AND SUCCESSION

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 ownership interest in a particular parcel of land, the member shop 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 real estate described on attached Exhibit A and whosoever it may concern that the real estate described on attached Exhibit A is subject to the covenants, conditions and restrictions on the attached Exhibit C which are for the benefit of and pass with the real estate described on attached Exhibit A and each and every parcel thereof, and shall apply to and bind each successor in interest and any owner thereof.

Declarant hereby gives notice to all purchasers, and their successors, of any portion of the real estate described on attached Exhibit B and whosoever it may concern that the real estate described on attached Exhibit B is subject to the covenants, conditions and restrictions on the attached Exhibit D which are for the benefit of and pass with the real estate described on attached Exhibit B and each and every parcel thereof, and shall apply to and bind each successor in interest and any owner thereof."

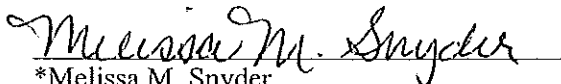
Secluded Land Company, LLC, by:


James W. Smith, Sole Managing Member

ACKNOWLEDGMENT

State of Wisconsin)
) ss
County of Vernon)

Personally came before me this 17th day of July, 2009 the above-named James W. Smith to me known to be the person who executed the foregoing instrument and acknowledge the same.


*Melissa M. Snyder
Notary Public – Vernon County, Wisconsin
My commission expires: 7/22/12



Lots 1 and 2 of Crawford County Certified Survey Map No. 1227 recorded at the Office of the Crawford County Register of Deeds on June 18, 2008 in Volume 10 of Certified Surveys on Page 103 as Document No. 303368.

Lots 17 and 18 of Crawford County Certified Survey Map No. 1237 recorded at the Office of the Crawford County Register of Deeds on August 4th, 2008 in Volume 11 of Certified Surveys on Page 4 as Document No. 303815.

Lot 22 of Crawford County Certified Survey Map No. 1238 recorded at the Office of the Crawford County Register of Deeds on August 4th, 2008 in Volume 11 of Certified Surveys on Page 5 as Document No. 303816.

Lot 24 of Crawford County Certified Survey Map No. 1239 recorded at the Office of the Crawford County Register of Deeds on August 4th, 2008 in Volume 11 of Certified Surveys on Page 6 as Document No. 303817.

Lots 28, 29, 30 and 31 of Crawford County Certified Survey Map No. 1240 recorded at the Office of the Crawford County Register of Deeds on August 4th, 2008 in Volume 11 of Certified Surveys on Page 7 as Document No. 303818.

Lots 32, 33 and 34 of Crawford County Certified Survey Map No. 1241 recorded at the Office of the Crawford County Register of Deeds on August 4th, 2008 in Volume 11 of Certified Surveys on Page 8 as Document No. 303819.

Lot 35 of Crawford County Certified Survey Map No. 1242 recorded at the Office of the Crawford County Register of Deeds on August 4th, 2008 in Volume 11 of Certified Surveys on Page 9 as Document No. 303820.

Lots 39, 40 and 41 of Crawford County Certified Survey Map No. 1243 recorded at the Office of the Crawford County Register of Deeds on August 4th, 2008 in Volume 11 of Certified Surveys on Page 10 as Document No. 303821.

Lot 42 of Crawford County Certified Survey Map No. 1244 recorded at the Office of the Crawford County Register of Deeds on August 4th, 2008 in Volume 11 of Certified Surveys on Page 11 as Document No. 303822.

Lots 3 and 4 of Crawford County Certified Survey Map No. 1227 recorded at the Office of the Crawford County Register of Deeds on June 18, 2008 in Volume 10 of Certified Surveys on Page 103 as Document No. 303368.

Lot 5, 6, 7 and 8 of Crawford County Certified Survey Map No. 1228 recorded at the Office of the Crawford County Register of Deeds on June 18, 2008, in Volume 10 of Certified Surveys on Page 104 as Document No. 303369

Lots 9, 10 and 11 of Crawford County Certified Survey Map No. 1229 recorded at the Office of the Crawford County Register of Deeds on June 18, 2008 in Volume 10 of Certified Surveys on Page 105 as Document No. 303370.

Lots 12, 13, 14 and 15 of Crawford County Certified Survey Map No. 1236 recorded at the Office of the Crawford County Register of Deeds on August 4th, 2008 in Volume 11 of Certified Surveys on Page 3 as Document No. 303814.

Lot 16 of Crawford County Certified Survey Map No. 1237 recorded at the Office of the Crawford County Register of Deeds on August 4th, 2008 in Volume 11 of Certified Surveys on Page 4 as Document No. 303815.

Lot 19 of Crawford County Certified Survey Map No. 1237 recorded at the Office of the Crawford County Register of Deeds on August 4th, 2008 in Volume 11 of Certified Surveys on Page 4 as Document No. 303815.

Lots 20 and 23 of Crawford County Certified Survey Map No. 1238 recorded at the Office of the Crawford County Register of Deeds on August 4th, 2008 in Volume 11 of Certified Surveys on Page 5 as Document No. 303816.

Lots 25 and 27 of Crawford County Certified Survey Map No. 1239 recorded at the Office of the Crawford County Register of Deeds on August 4th, 2008 in Volume 11 of Certified Surveys on Page 6 as Document No. 303817.

Lots 36, 37 and 38 of Crawford County Certified Survey Map No. 1242 recorded at the Office of the Crawford County Register of Deeds on August 4th, 2008 in Volume 11 of Certified Surveys on Page 9 as Document No. 303820.

Lots 43 and 44 of Crawford County Certified Survey Map No. 1244 recorded at the Office of the Crawford County Register of Deeds on August 4th, 2008 in Volume 11 of Certified Surveys on Page 11 as Document No. 303822.

Lots 45 and 46 of Crawford County Certified Survey Map No. 1261 recorded at the Office of the Crawford County Register of Deeds on December 9th, 2008 in Volume 11 of Certified Surveys on Page 28 as Document No. 304962.

PROTECTIVE COVENANTS

1. No "single-wide" manufactured homes, mobile homes or buses shall be placed upon the property herein conveyed. Single-wide manufactured homes and mobile homes include any and all such trailers or structures having had wheels and/or axles attached at any time, whether placed on a foundation or not.
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 tar paper siding or tar shingle siding is allowed on any structure placed on the property.
5. 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.
6. Rain Gardens in accordance with the Department of Natural Resources approved Wisconsin River View Stormwater Management and Erosion Control Plan must be constructed when structures, parking spaces or driveways are built on this Lot.
7. The residential structure(s) erected on the property must have a minimum of 1,000 square feet of 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. Lots less than 10 acres in size are restricted against commercial timbering, unless the same party owns adjoining lots totaling 10 acres or more. Any commercial harvesting of timber must be consistent with an approved Wisconsin Department of Natural Resources forestry plan.
10. The property is restricted against commercialization.
11. During the time in which Secluded Land Company, LLC is selling lots in this subdivision no advertising signs of any nature, including "For Sale" signs may be placed on the property except by Secluded Land Company, LLC.
12. Any of these protective covenants may be superseded by previously recorded restrictive covenants, and/or by more restrictive government regulations.
13. These protective covenants may only be amended by the procedures set forth in Developer's Declaration of Wisconsin River View Protective Covenants dated June 18, 2008 and recorded at the Crawford County Register of Deeds on July 10, 2008 as Document No. 303582.
14. These protective covenants shall run with the land.
15. Each lot owner has standing to sue for enforcement of any of these protective covenants.
16. 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

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PROTECTIVE COVENANTS

1. No "single-wide" manufactured homes, mobile homes or buses shall be placed upon the property herein conveyed. Single-wide manufactured homes and mobile homes include any and all such trailers or structures having had wheels and/or axles attached at any time, whether placed on a foundation or not.
2. The use and/or storage of campers, fifth-wheels, motor coaches, motor homes and other similar recreational vehicles shall be permitted to the extent allowed under State and Local zoning regulations, but is further subject to the following provisions: Unhoused storage of campers, fifth-wheels, motor coaches, motor homes and other similar recreational vehicles is prohibited between December 1 and April 30. All recreation vehicles must remain visually inconspicuous if possible from any waterways and roadways.
3. Unregistered or abandoned vehicles, trash, or junk may not remain on the property.
4. No tar paper siding or tar shingle siding is allowed on any structure placed on the property.
5. 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.
6. Rain Gardens in accordance with the Department of Natural Resources approved Wisconsin River View Stormwater Management and Erosion Control Plan must be constructed when structures, parking spaces or driveways are built on this Lot.
7. The residential structure(s) erected on the property must have a minimum of 750 square feet of 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. Lots less than 10 acres in size are restricted against commercial timbering, unless the same party owns adjoining lots totaling 10 acres or more. Any commercial harvesting of timber to be consistent with an approved Wisconsin Department of Natural Resources forestry plan.
10. The property is restricted against commercialization.
11. During the time in which Secluded Land Company, LLC, or its agents, are selling lots in this subdivision no advertising signs of any nature, including "For Sale" signs may be placed on the property except by Secluded Land Company, LLC or its agents.
12. Any of these protective covenants may be superseded by previously recorded restrictive covenants, and/or by more restrictive government regulations.
13. These protective covenants may only be amended by the procedures set forth in Developer's Declaration of Wisconsin River View Protective Covenants dated June 18, 2008 and recorded at the Crawford County Register of Deeds on July 10, 2008 as Document No. 303582.
14. These protective covenants shall run with the land.
15. Each lot owner in the subdivision has standing to sue for enforcement of any of these protective covenants.
16. 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.

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Part of 12-012-0007-0001

12-012-0008-0000

12-012-0009-0000

12-012-0011-0000

12-012-0012-0000

12-012-0015-0001

12-012-0016-0000

12-012-0016-0001

12-012-0017-0000

Part of 12-012-0020-0000

Part of 12-012-0023-0000

12-012-0207-0000