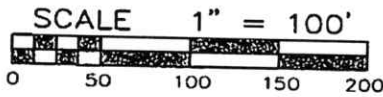
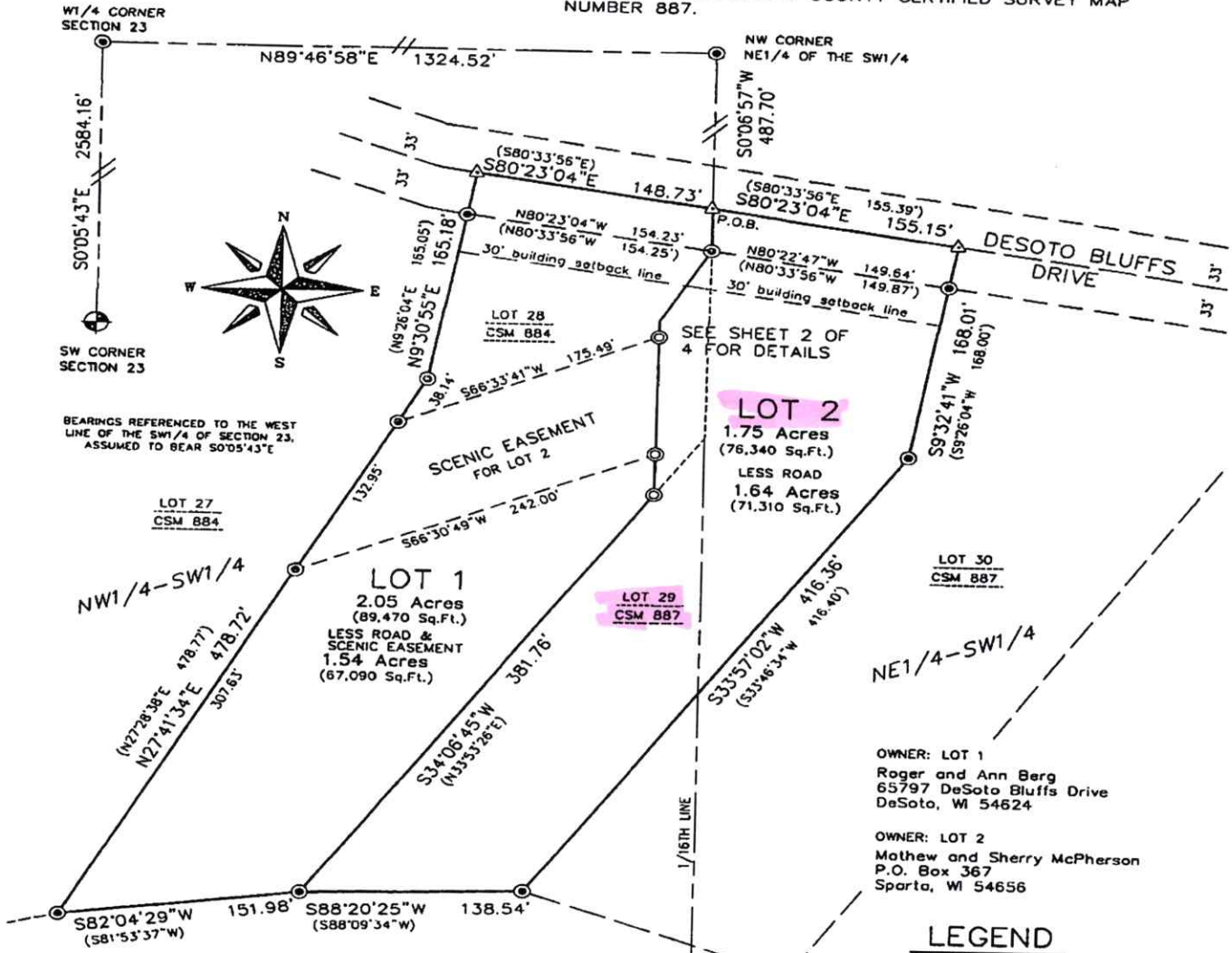




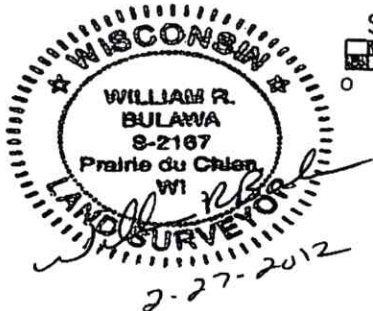
# CRAWFORD COUNTY CERTIFIED SURVEY MAP NO. 1323

LOCATED IN THE NE1/4 OF THE SW1/4 AND THE NW1/4 OF THE SW1/4, SECTION 23, T11N, R7W, TOWN OF FREEMAN, CRAWFORD COUNTY, WISCONSIN. ALSO BEING LOT 28 OF CRAWFORD COUNTY CERTIFIED SURVEY MAP NUMBER 884, AND LOT 29 OF CRAWFORD COUNTY CERTIFIED SURVEY MAP NUMBER 887.



### LEGEND

- ⊕ EXISTING 3" PIPE WITH BRASS CAP
- ⊙ EXISTING 3/4" DIA. IRON ROD
- ⊙ SET 3/4" DIA. X 24" IRON RE-BAR, 1.50 LBS./LIN.FT.
- △ 2 1/2" MAG NAIL SET
- ( ) RECORDED AS



RECEIVED FOR RECORD THIS 11<sup>th</sup> DAY OF March 2012, AT 1:53AM A.M.  
 RECORDED IN VOLUME 11 OF CERTIFIED SURVEYS ON PAGE 90  
Melissa C. Appelberg JK  
 REGISTER OF DEEDS  
 DOCUMENT NUMBER 316015

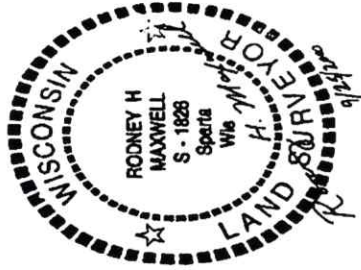
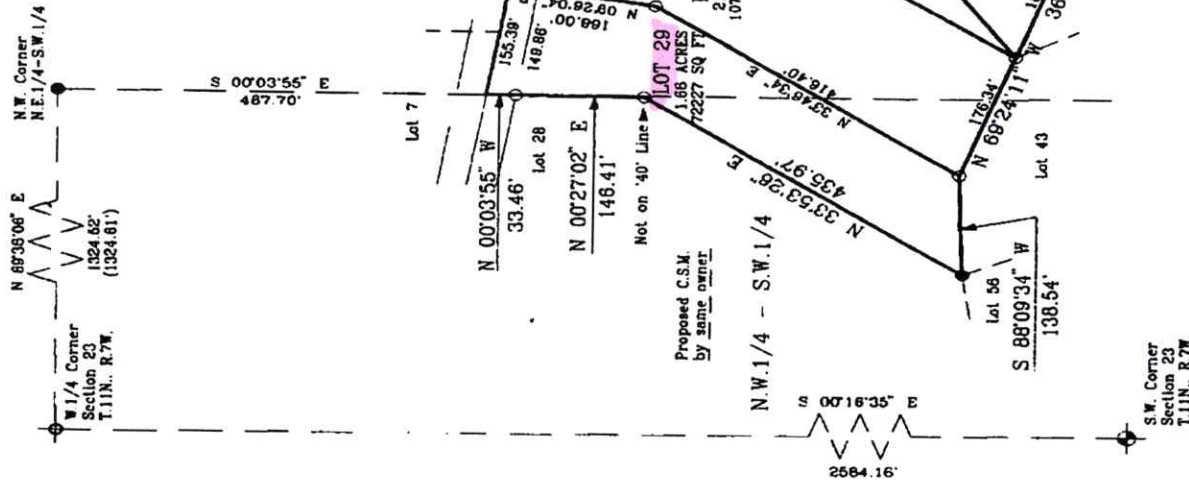
DOC# 316015

90

90

# CERTIFIED SURVEY MAP NO 887

Located in The N.E.1/4 Of The S.W.1/4 And The N.W.1/4 Of The S.W.1/4 Of Section 23, T.11N., R.7W., Town Of Freeman, Crawford County, Wisconsin



OWNER  
 Secluded Land Company, LLC  
 PO Box 10  
 DeSoto, WI 54624

## LEGEND

- = Found U.S.C.E. Monument
  - = Found 5/8" Iron Rod
  - = Found 3/4" Iron Rod
  - = Set 3/4" X 24" Iron Rod wt. 1.50 lbs/lin. ft.
  - ( ) = Recorded as data
- Bearings are referenced to the West line of the S.W.1/4 of Section 23, recorded to bear S00°10'35"E.

267766

Document Number

Document Title

1240  
DOC# 288079  
[Barcode]

Recorded  
AUG. 25, 2004 AT 11:44AM  
CRAWFORD COUNTY WISCONSIN  
REGISTER OF DEEDS OFFICE  
CHERYL E OLSON REGISTER  
Fee Amount: \$21.00

Recording Area

Name and Return Address

Gregg W. Liddle  
2415 Knob Hill  
Dubuque, IA. 52003

Parcel Identification Number (PIN)

LOT 27 OF CSM 884  
Parcel 12-008-1667-0000

LOT 29 OF CSM 887  
Parcel 12-008-1667-0000

LOT 30 OF CSM 887  
Parcel 12-008-1668-0000

LOT 31 OF CSM 887  
Parcel 12-008-~~1669~~-0000

LOT 6 OF CSM 905  
Parcel 12-008-1253-0004

This document to  
be recorded has  
been drafted by all.

Gregg W. Liddle

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.  
Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA 10/99

**COMMUNITY WELL  
AGREEMENT, EASEMENT & ASSOCIATION RULES**

**WHEREAS**, the undersigned parties to this agreement are all owner of tracts of land located in Crawford County, Wisconsin, per attached legal descriptions.

**WHEREAS**, said parties desire to establish an agreement for the installation, shared use and maintenance of a well, pump and water system to serve their respective properties;

**IT IS HEREBY AGREED AS FOLLOWS:**

1. Each party shall pay an equal prorated portion of the acquisition and installation cost of the well, pump, pressure system at pump site, pump electrical service system etc., herein called the "community well system". Each dwelling unit served is responsible for an equal prorated share of costs. The maximum number of parcels that may be served by this community well system is 5. Future cost of "well shares" will be determined by a majority of those parties already established in the community well system as of June 1, 2004.
2. Each party shall pay all costs associated with connecting its individual water service line running from its building to the "community well system", running along the right-of-way easement of each parcel. Repair and maintenance of individual water service lines are solely the responsibility of each individual owner.
3. The community well is to be placed on Lot 29, a location which is mutually convenient for all parties to this agreement. *(Lot 29 of Certified Survey Map No. 887 as recorded in the Office the Crawford County Register of Deeds on October 19, 2000 in Volume 7 of Certified Survey Maps, on pages 61-61A as Document No. 267766). Herein after referred to as Parcel 29.*
4. The owners of said Parcel 29, hereby grant unto all other parties to this agreement, their successors in interest, heirs and assigns, the right to obtain water from the well, pump, pressure pump and main supply line insofar as located on said Parcel 29.
5. The owners of said Parcel 29 do further hereby grant unto all other parties to this agreement, their successors in interest, heirs and assigns, an easement over said Parcel 29 for the existence, reasonable maintenance, use and repair of the entire water system, insofar as located on said Parcel 29, including main supply line, well, pump, and appurtenances. The owners of said Parcel 29 and their successors in interest, heirs and assigns, shall not commit any act or permit any omission which would interfere with the continuous supply of potable water being provided to the other parties. Any damage or disturbance to Parcel 29 resulting from maintenance, repair or improvement of the water system running through Parcel 29 will be repaired at the expense of the community well association such that Parcel 29 be restored to its original condition. This will include any necessary filling and replanting of trees or other landscaping.
6. It is specifically understood and agreed that the water being supplied to each party to this agreement shall be for a single family residence only, and not for a multi-family dwelling, or commercial or agricultural enterprise. No party may use the community well system for purposes of a pool facility.

7. One electrical meter will be installed to meter the electrical cost of operating the well pump and supporting pressure system. The utility charge for electrical service will be paid monthly from a fund, contributed to equally by association members connected to the well, the amount of which shall be agreed upon by the majority of said association members, and collected on an annual basis.
8. All costs of maintenance, operation and repair of the community well system shall be paid equally by all parties to this agreement who have connected their individual water supply lines to the community well. In this regard, a reserve account will be established and funded on an annual basis with a balance after the cost of the well is paid by all parties connected to the well. The amount of this fund shall be agreed upon by the majority of the parties connected to the well. This fund is to be held as a reserve for operating expenses and major repairs.
9. If any party uses the well for a multi-family dwelling or commercial or agricultural enterprise or pool facility, then after 30 days written notice to the defaulting party, and majority approval, the water supply will be terminated to the defaulting party until said default is cured. Should operating/repair costs deplete the reserve fund, and money still be owed on bills pertaining to the operation or repair of the well, this money owed must be equally shared, "out-of-pocket" and paid by those individuals whose lines are connected to the well. If any party defaults on payment when due, after a 30 day written notice and majority approval, the water supply will be terminated to the defaulting party until said default is cured. Default may be cured and the water supply service reinstated upon payment of all of the following: 1) All charges in arrears; 2) All costs of disconnecting and reconnecting the water supply service; 3) All costs of any collection action, including but not limited to reasonable attorneys' fees.
10. An owners association shall be established naming a chairperson and secretary/treasurer for the management of the community well system, before the system is constructed, as provided in the following sections 11 through 18.
11. The Community Well Association is organized for the purpose of constructing, maintaining, preserving, supervising and regulating use of the Community Well System for the use and enjoyment of the parties to this agreement.
12. 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 at least 15 days in advance, by written notice to all members. A quorum of at least 50% of the owners who are then parties to this agreement must be present for the Association to transact any business. Parties sharing an ownership interest in one parcel of land shall be entitled to only one written notice, addressed to their designated spokesperson. At the annual meeting, the following shall be discussed:
  - a) Immediate maintenance needs.
  - b) Current problems with use, access, conditions, etc.
  - c) Long-term maintenance needs.
  - d) Amount of fees to be levied and collected. Status of reserve account and utility account.
  - e) Election (by majority vote of members attending) of a chairperson and secretary/treasurer for the period ending with the next annual meeting.
  - f) Such other relevant business as may be discussed or proposed, including any new rules or changes in rules or regulations.

13. Pursuant to the foregoing paragraph, the Association shall have the power to determine by majority vote of members attending, a budget and how much money to levy and collect for anticipated maintenance and care expenses of the subject community well system. 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.
14. The chairperson must be a member, and preside over the annual meeting. The chairperson shall be responsible for evaluating the implementing of all care and maintenance, and shall be responsible for the day-to-day care and maintenance of the community well system. Decisions and expenditures consistent with the budget and directives agreed upon at the annual meeting shall be made only with the approval of the majority of the members. Emergency needs shall be dealt with reasonably at the chairperson's discretion.
15. 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 the Association accounts and prepare and send notices as directed by the chairperson. Actual expenditures shall be made only by the chairperson.
16. The total annual budget amount approved for the utility fund and the reserve repair fund shall be collected by levy upon all members equally who have connected their individual water supply line to the community well system. All approved fees levied for the utility fund and the reserve repair fund shall be paid in full to the secretary/treasurer, in the name of the Association AT THE ANNUAL MEETING. If parcel lot representative is not in attendance, monies must be sent to the chairperson by the date thereof. Any fees not paid within 15 days of said meeting 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. New Parcel hookups to the well shall pay prorated association fees from date of annual meeting to date of hook-up. Lien action option applied 15 days after hook-up, should non-payment of association fees occur.
17. The terms and conditions of the Agreement constitute a restrictive covenant running with the land, along with any other rules and regulations approved by the Association. Upon conveyance or transfer of the ownership interest on 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.
18. 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.
19. All provisions of this Agreement shall be reasonably constructed 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.
20. The parties of this Agreement are equally responsible for surveillance and supervision of the community well water system and will report any observed defects or deficiencies to the chairperson. If the chairperson is unavailable, and emergency action is necessary, appropriate service personnel may be contacted

directly. Periodic inspection will be made as required and an annual water sample will be taken. The officers will not be held personally responsible for any deficiencies or damages as a result of a breakdown of the water system.

- 21. The terms and conditions of this Agreement shall be construed as covenants running with the land, and shall be deemed to create easements on the lands affected thereby, and shall inure to the benefit of and be binding upon the owners hereto, and their respective heirs, executors, administrators, successors and assigns.
- 22. Agreement becomes valid and will be recorded upon receipt of shared well payment.

Dated this 7 day of June, 2004

X [Signature] X [Signature]  
Owners of "Lot 29 of Certified Survey Map No. 887 as recorded in the Office of the Crawford County Register of Deeds on October 19, 2000 in Volume 7 of Certified Survey Maps, on pages 61-61A as Document No. 267766."

**ACKNOWLEDGEMENT**

Personally came before me this 7<sup>th</sup> day of June, 2004, the above-named Person(s) to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Notary Public Dubuque County, Iowa  
My Commission Expires 12-24-04



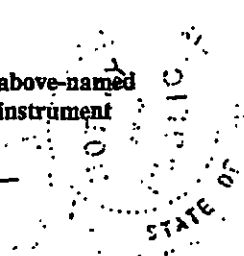
Dated this 10 day of June, 2004

X [Signature] X [Signature]  
Owners of lot "Lot 27 of Certified Survey Map No. 884 as recorded in the Office of the Crawford County Register of Deeds on October 19, 2000 in Volume 7 of Certified Survey Maps, on pages 58-58A as Document No. 267763."

**ACKNOWLEDGEMENT**

Personally came before me this 10 day of June, 2004, the above-named Person(s) to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Notary Public Barbara A. Helas County, Racine  
My Commission Expires 4-22-07



**LEGAL DESCRIPTION  
DESOTO BLUFFS  
(Lot 29)**

Lot 29 of Certified Survey Map No. 887 as recorded in the Office the Crawford County Register of Deeds on October 19, 2000 in Volume 7 of Certified Survey Maps, on pages 61-61A as Document No. 267766. Said Certified Survey Map being located in the Northeast Quarter of the Southwest Quarter (NE1/4-SW1/4), and the Northwest Quarter of the Southwest Quarter (NW1/4-SW1/4) of Section 23, Town 11 North, Range 7 West, Town of Freeman, Crawford County, Wisconsin.

Along with and subject to all easements as described in the aforementioned survey. Said rights-of-way to be used for utility easements and for uninterrupted and ungated vehicular and pedestrian traffic.

This property is subject to the DeSoto Bluffs Owners' Association Declaration, Provisions and Rules as recorded on June 23, 2000 at the Crawford County Register of Deeds Office in Volume 671 of records, at Pages 282-291 as Document No. 266395. This property is further subject to the First Amendment to DeSoto Bluffs Owners' Association and Declaration, Provision and Rules as recorded on July 11, 2000 at the Crawford County Register of Deeds Office in Volume 672 of records, at Pages 228-231 as Document No. 266559. This property is further subject to the Second Amendment to DeSoto Bluffs Owners' Association Declaration, Provisions and Rules as recorded on March 25, 2002 at the Crawford County Register of Deeds Office as Document No. 274446.

**PROTECTIVE COVENANTS**

1. The Grantees agree that no "single-wide" mobile homes or buses shall be placed upon the premises herein conveyed. Single-wide mobile homes include 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 single-wide mobile homes, whether placed on a foundation or not.
2. Campers are not permitted unless attended within a 48-hour period.
3. The Grantees shall not permit unregistered or abandoned vehicles, trash, or junk to remain on said premises.
4. No tar paper siding or tar shingle siding is allowed on any structure placed on the premises.
5. All structures erected 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. The main residential structure(s) must have a minimum of 1,000 square feet of living space.
7. 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.
8. The land is restricted against commercial timbering and commercialization.
9. Purchasers from Declarant, their heirs, successors and/or assigns are prohibited from placing advertising signs of any nature, including "For Sale" signs upon the premises.
10. The foregoing protective covenants may be superseded by previously recorded restrictive covenants, or by local and county zoning regulations.
11. The foregoing protective covenants may be amended, subject to the following: a) Such amendment shall be in writing; b) The amendment must be approved in writing by the owners of a two-thirds majority of the parcels in the subdivision; c) The amendment shall be recorded.
12. The foregoing protective covenants shall run with the land and shall be binding on the Grantee(s), their heirs, successors and/or assigns.
13. 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 parcels offered for sale by Grantor in this project have been sold.
14. In the event any portion of the foregoing protective covenants is judicially deemed invalid then the remaining portion of said protective covenants shall remain in full force and effect.

(D)DB#29(revised 4/30/02)  
1.66 Acres  
PC-2C

ADDENDUM A