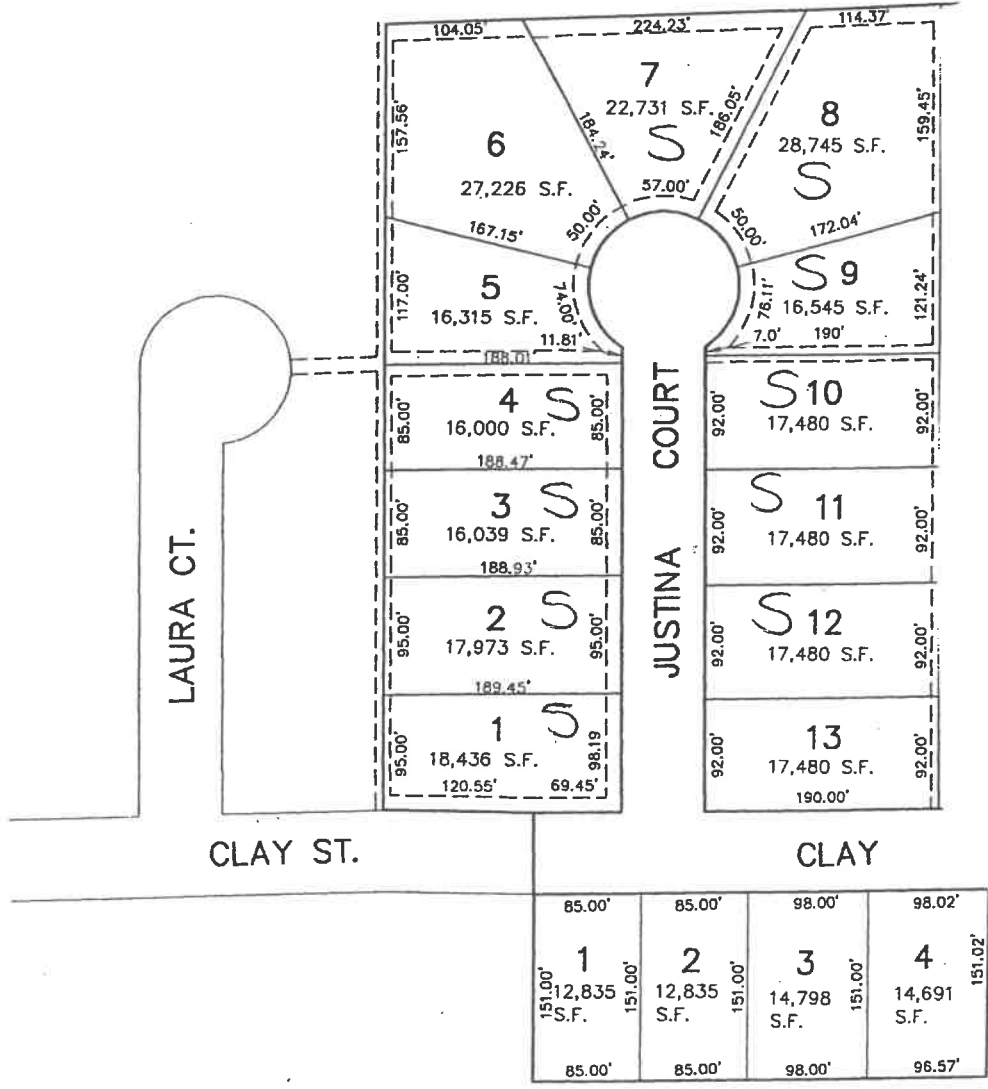


VIRGINIA MEADOWS



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VIRGINIA MEADOWS

1362803

RESTRICTIVE COVENANTS

WHEREAS, K & B Partnership, is the owner of the property known as Virginia Meadows Subdivision, Lots 1 through 27, Village of Wrightstown, Brown County, Wisconsin.

WHEREAS, said plat was recorded in the office of the Register of Deeds for Brown County, Wisconsin, on the 7th day of May, 1993 at 2:13 o'clock p.m. and filed in Volume 19 Of plats on page 125, Document No. 1343133.

WHEREAS, K & B Partnership, is the owner of the property known as Lots 1 through 3 CSM 3128, Village of Wrightstown, Brown County, Wisconsin.

WHEREAS, said CSM was recorded in the office of the Register of Deeds for Brown County, Wisconsin, on the 11th day of July, 1986 at 9:51 o'clock a.m. and filed in volume 16 of Certified Survey Maps on page 243-244, Document # 1087602.

WHEREAS, K & B Partnership, is the owner of the property known as Lots 1 through 4 CSM _____, Village of Wrightstown, Brown County, Wisconsin.

WHEREAS, said CSM was recorded in the office of the Register of Deeds for Brown County, Wisconsin, on the 21st day of July, 1993 at 2:14 o'clock P.M. and filed in volume 29 of Certified Survey Maps on Pages 183-184, Document# 1356768.

WHEREAS, the abovementioned subdivision does not contain any restrictive covenants and it is the desire of the Developer hereto to preserve and protect the desirability, beauty, and value of all of the land in said subdivision for the benefit of all of the Owners thereof, their heirs, successors and assigns.

THEREFORE, it is mutually agreed by the Owners and Developers hereto, their heirs, personal representatives, successors, and assigns, that the lots in said subdivision are subject to the following restrictive covenants which shall be construed as running with the land:

1. Lots 1 - 3 CSM 3128 shall be restricted to RESIDENTIAL TWO FAMILY DWELLINGS.
 - A. Duplex Ranch to be a minimum of 1100 square feet on each side and each side shall have a two car attached garage.
 - B. Two-story Duplex shall have a minimum of 1200 square feet of living space on each side and each side shall have an attached two car garage.
 - C. Bi-level Duplex shall have a minimum of 900 square feet of living space per level on each side and each side shall have an attached two car garage.
 - D. Quad-level Duplex shall have a minimum of 1200 square feet of total living space on each side and each side shall have an attached two car garage.

2. Lots 1-4 CSM and Lots 1-27 are restricted to SINGLE FAMILY DWELLINGS.
3. Single Family Dwellings shall contain a minimum of 1320 square feet on the ground floor, excluding breezeway or attached garage. Each single story dwelling shall have an attached garage of not less than 480 square feet.
4. One and One-Half or Two Story dwellings shall contain a minimum of 900 square feet of floor space on the ground floor plus all One and One-Half or Two Story homes shall have an attached garage of not less than 480 square feet.
5. All Split-Level homes shall have not less than 1500 square feet of living space and an attached garage of not less than 480 square feet.
6. All Bi-Level and Raised Ranch homes shall have no level having less than 960 square feet of living space plus each Bi-Level and Raised Ranch home shall have an attached garage of not less than 480 square feet.
7. All dwellings shall have an attached garage of not less than 480 square feet.
8. All dwellings, including garages, shall be completed before occupancy.
9. No building material shall be placed on any lot more than thirty (30) days prior to the time that construction is to begin.
10. All homes shall have basements or footings extending at least four (4) feet below grade.
11. No trailer, tent, shack, basement, garage, barn or other outbuilding shall be used temporarily or permanently as a residence.
12. All dwellings shall be set back not less than twenty five (25) feet from the street in the direction that the building faces, unless a greater distance is required by Village of Wrightstown zoning ordinances. All side yards shall conform with the Village of Wrightstown zoning ordinances.
13. So long as Developer owns any lot, Developer reserves the right to direct the disposition of any dirt which is to be removed from the lot. However, such disposition as directed by Developer shall be within a one-mile radius of the lot.
14. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no

structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

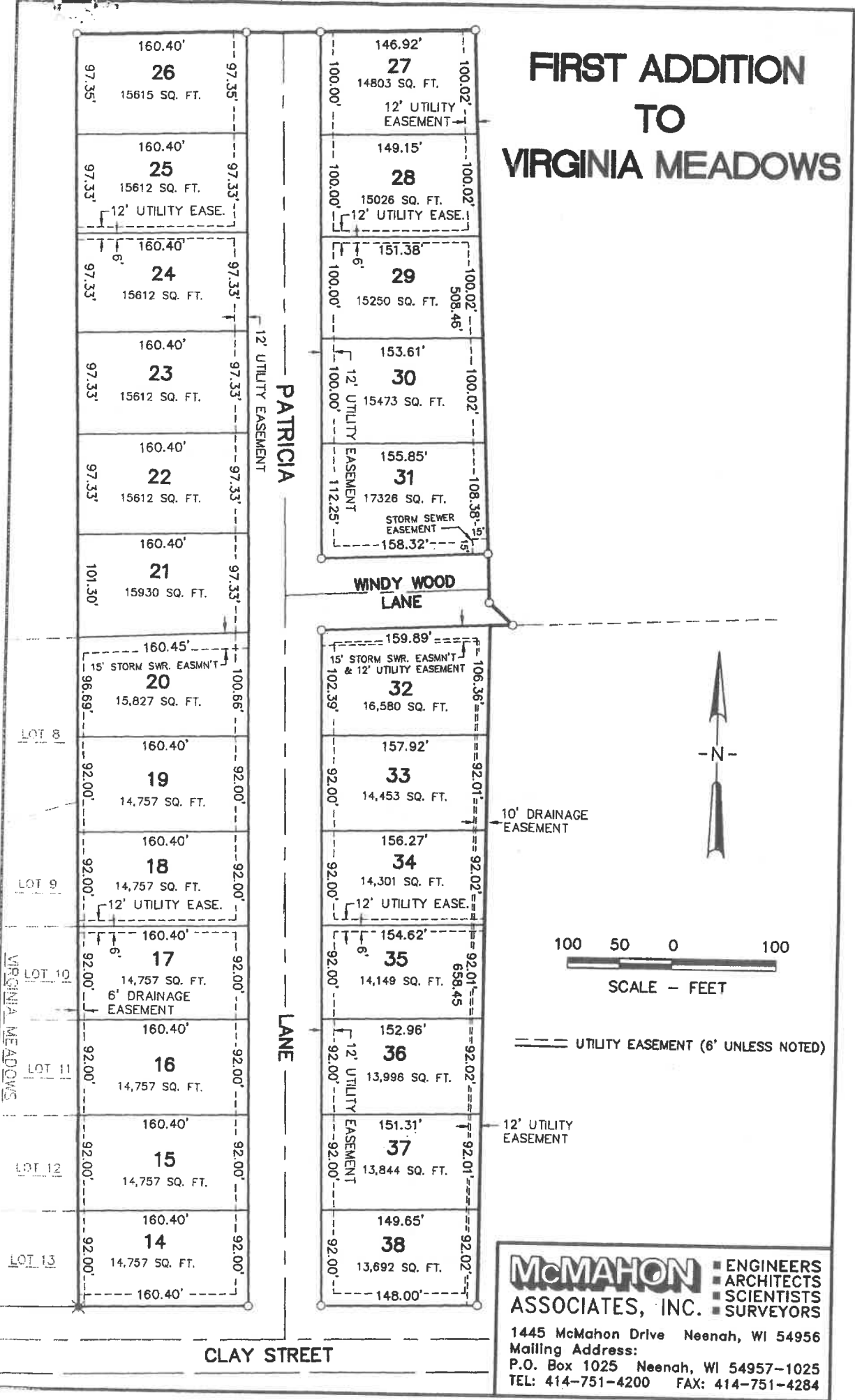
15. An Architectural Review Committee consisting of two or more members shall be appointed by Developer. The Architectural Review Committee shall be charged with the power to pass approval of all plans of residences to be constructed in the subdivision. No residence may be constructed without approval of the Architectural Review Committee. The Architectural Review Committee shall be given a complete set of plans whereby the Committee shall approve or deny the design and location. The external design shall be harmonious and conform to set back lines. Variations are to be approved only where in the opinion of the Committee it is deemed to be harmonious and pleasing to the effect of the entire neighborhood or where variations are required by the topography of the land. Refusal or approval of plans and specifications by such Committee may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Committee, shall seem sufficient. Copy of the blueprint to be kept by Architectural Review Committee.
16. No Sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot and/or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
17. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. No dog runs allowed.
18. All trash and waste shall be kept in sanitary containers and out of the public view.
19. No external antenna unless approved by the Architectural Review Committee, and no satellite antennas shall be allowed.
20. Invalidation of any one of these covenants by judgement or court order shall in no way effect the remaining provisions which shall remain in full force and effect.
21. These covenants shall run with the land and all future conveyances of any lots of the subdivision shall be

subject to the conditions, covenants, obligations, and restrictions set forth herein. Acceptance of a deed by any purchaser is considered as an agreement to observe and abide by such covenants, conditions, and restrictions for the protection of all owners in the subdivision.

22. These covenants and restrictions may be removed, modified, annulled, waived, changed, and/or amended at any time and in any manner by a written Declaration setting forth such amendment which has been executed by the owners of at least 80% of the lots in the office of the Register of Deeds for Brown County, Wisconsin; provided, however, that such amendment shall require the written approval in recordable form of K & B Partnership, the original plat, so long as it owns any lots in said plat.
23. One single story storage building shall be allowed per lot. Building plans and specifications shall be submitted to the Architectural Review Committee for approval prior to commencement of construction. Said building shall be located to the rear of the dwelling on said lot, shall have a maximum storage area not to exceed 400 square feet, and shall be constructed in a style and of materials that are similar to those used in the construction of the dwelling located on said lot.
24. No prebuilt, prefabricated or earth homes shall be allowed. All exposed concrete and porches and stoops must have brick or stone veneer face.
25. No buildings shall be moved on to any lot.
26. Construction of all residential buildings shall be completed on the outside before occupancy and the inside shall be completed within 12 months of visible commencement of work. All driveways are to be hard surfaced with concrete, blacktop or similar surface, within 1 year after occupancy.
27. At all times during construction, the site shall be maintained to Developer's reasonable satisfaction, in a neat and orderly manner.
28. Except as may be authorized by Developer, no structure of a temporary nature, nor trailers, tents, shacks, barns or similar structures, shall be permitted on any lot either temporarily or permanently. No structure other than a completed residence shall be occupied. Recreational vehicles, snowmobiles, boats, trailers, minibikes, fishing shanties, etc., must be stored inside buildings.
29. No division of lots shall be resubdivided to create a larger number of lots and not more than one residence shall be erected or constructed upon any lot.

30. Lawns to be seeded or sodded within one year of the beginning of construction. Green areas to be maintained to show a well groomed appearance. No native or wild grasses will be permitted. DEVELOPER RESERVES THE RIGHT TO COMPLETE CONSTRUCTION OR LANDSCAPING WHICH HAS COMMENCED BUT HAS NOT BEEN COMPLETED WITHIN THE ABOVE TIME FRAME AND OWNER IS NOT PROCEEDING WITH DUE DILIGENCE TO COMPLETE CONSTRUCTION OF LANDSCAPING. ANY COSTS SO INCURRED BY DEVELOPER INCLUDING ATTORNEY'S FEES AND COURT COSTS SHALL BE A LIEN ON THE LOT.
31. No unlicensed vehicles or junk yards or storage area for cars, salvage materials or other storage of any nature shall not be permitted on any lot or combination of lots within the Subdivision.
32. Except as may be permitted by local zoning regulations and as authorized by Developer, no commercial business shall be allowed or conducted at any time from any lot or combination of lots within the subdivision.
33. The Developer and/or the Owners benefitted by this Declaration may enforce these conditions, covenants and restrictions using any available legal or equitable remedies including by way of example only, affirmative or restrictive injunctions. In the event of litigation to enforce these conditions, covenants and restrictions, the non-performing party or the party violating any of the conditions, covenants and restrictions shall reimburse the Developer and/or Owners for all out-of-pocket expenses (including actual attorney's fees and court costs) incurred in successfully enforcing these conditions, covenants and restrictions.
34. Buyer is responsible for sewer connection fee to the Village of Wrightstown.

FIRST ADDITION TO VIRGINIA MEADOWS



McMAHON ■ ENGINEERS
 ■ ARCHITECTS
 ■ SCIENTISTS
 ■ SURVEYORS
ASSOCIATES, INC.

1445 McMahon Drive Neenah, WI 54956
 Mailing Address:
 P.O. Box 1025 Neenah, WI 54957-1025
 TEL: 414-751-4200 FAX: 414-751-4284

VIRGINIA MEADOWS SUBDIVISION
FIRST ADDITIONRESTRICTIVE COVENANTS

WHEREAS, K & B Partnership, is the owner of the property known as First Addition to Virginia Meadows Subdivision, Lots 14 through 20 and 32 through 38, Village of Wrightstown, Brown County, Wisconsin.

WHEREAS, The Wright Group is the owner of the property known as First Addition to Virginia Meadows Subdivision, Lots 21 through 31, Village of Wrightstown, Brown County, Wisconsin.

WHEREAS, said plat was recorded in the office of the Register of Deeds for Brown County, Wisconsin, on the 17 th day of August, 1995 at 2:25 o'clock p.m. and recorded in volume 20 of plats on page 25.

WHEREAS, the above mentioned subdivision does not contain any restrictive covenants and it is the desire of the Developers hereto to preserve and protect the desirability, beauty, and value of all of the land in said subdivision for the benefit of all of the Owners thereof, their heirs, successors and assigns.

THEREFORE, it is mutually agreed by the Owners and Developers hereto, their heirs, personal representatives, successors, and assigns, that the lots in said subdivision are subject to the following restrictive covenants which shall be construed and running with the land:

1. Lots 14-38 are restricted to SINGLE FAMILY DWELLINGS ONLY.
2. Single Family Dwellings shall contain a minimum of 1320 sq. ft. on the ground floor, excluding breezeway or attached garage. Each single story dwelling shall have an attached garage of not less than 480 sq. ft.
3. One and One-Half or Two Story dwellings shall contain a minimum of 900 sq. ft. of floor space on the ground floor plus all One and One-Half or Two Story homes shall have an attached garage of not less than 480 sq. ft.
4. All Split-Level homes shall have not less than 1500 sq. ft. of living space and an attached garage of not less than 480 sq. ft.
5. All Bi-Level and Raised Ranch homes shall have not level having less than 960 sq. ft. of living space plus each Bi-Level and Raised Ranch home shall have an attached garage of not less than 480 sq. ft.
6. All Dwellings shall have an attached garage of not less than 480 square feet.

7. All dwellings including garages, shall be completed before occupancy.
8. No building material shall be placed on any lot more than thirty (30) days prior to the time that construction is to begin.
9. All homes shall have basements or footings extending at least four (4) feet below grade.
10. No trailer, tent, shack, basement, garage, barn or other outbuilding shall be used temporarily or permanently as a residence.
11. All dwellings shall be set back not less than thirty (30) feet from the street in the direction that the building faces, unless a greater distance is required by the Village of Wrightstown zoning ordinances. All side yards shall conform with the Village of Wrightstown zoning ordinances.
12. So long as Developers own any lot, Developers reserves the right to direct the disposition of any dirt which is to be removed from the lot. However, such disposition as directed by Developers shall be within a one-mile radius of the lot.
13. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
14. An Architectural Review Committee consisting of two or more members shall be appointed by Developers. The Architectural Review Committee shall be charged with the power to pass approval of all plans of residences to be constructed in the subdivision. No residence may be constructed without approval of the Architectural Review Committee. The Architectural Review Committee shall be given a complete set of plans whereby the Committee shall approve or deny the design and location. The external design shall be harmonious and conform to set back lines. Variations are required by the topography of the land. Refusal or approval of plans and specifications by such Committee may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Committee, shall seem sufficient. Copy of the blueprint to be kept by Architectural Review Committee.

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15. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot an/or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
16. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. No dog runs allowed.
17. All trash and waste shall be kept in sanitary containers and out of the public view.
18. No external or satellite antennas allowed unless approved by the Architectural Review Committee.
19. Invalidation of any one of these covenants by judgement or court order shall in no way effect the remaining provisions which shall remain in full force and effect.
20. These covenants shall run with the land and all future conveyances of any lots of the subdivision shall be subject to the conditions, covenants, obligations, and restrictions set forth herein. Acceptance of a deed by any purchaser is considered as an agreement to observe and abide by such covenants, conditions, and restrictions for the protection of all owners in the subdivision.
21. These covenants may be amended, waived, or removed by the execution and recordation in the office of the Register of Deeds for Brown County, Wisconsin, of an instrument executed by not less than two-thirds (2/3) of the lot owners, provided that so long as the Developer is the owner of any lot or property affected by these covenants, or amendment thereto, no such amendment, waiver or removal will be effective without Developer's prior written consent, in recordable form. Further, so long as Developer shall own any property in the Subdivision, Developer, by itself alone, shall be entitled to amend, or remove said covenants.
22. One single story storage building shall be allowed per lot. Building plans and specifications shall be submitted to the Architectural Review Committee for approval prior to Commencement of construction. Said building shall be located to the rear of the dwelling on said lot, shall have a maximum storage area not to exceed 400 square feet, and shall be constructed in a style and of materials that are similar to those used in the construction of the dwelling located on said lot.
23. All exposed concrete and porches and stoops must have brick or stone veneer face.

24. No building shall be moved on to any lot.
25. Construction of all residential buildings shall be completed on the outside before occupancy and the inside shall be completed within 12 months of visible commencement of work. All driveways are to be hard surfaced with concrete, blacktop or similar surface, within 1 year of occupancy.
26. At all times during construction, the site shall be maintained to Developer's reasonable satisfaction, in a neat and orderly manner.
27. Except as may be authorized by Developers, no structure of a temporary nature, nor trailers, tents, shacks, barns, or similar structures, shall be permitted on any lot either temporarily or permanently. No structure other than a completed residence shall be occupied. Recreational vehicles, snowmobiles, boats, trailers, minibikes, fishing shanties, etc., must be stored inside buildings.
28. No division of lots shall be resubdivided to create a larger number of lots and not more than one residence shall be erected or constructed upon any lot.
29. Lawns to be seeded or sodded within one year of the beginning of construction. Green areas to be maintained to show a well groomed appearance. No native or wild grasses will be permitted. DEVELOPER RESERVES THE RIGHT TO COMPLETE CONSTRUCTION OR LANDSCAPING WHICH HAS COMMENCED BUT HAS NOT BEEN COMPLETED WITHIN THE ABOVE TIME FRAME AND OWNER IS NOT PROCEEDING WITH DUE DILIGENCE TO COMPLETE CONSTRUCTION OF LANDSCAPING. ANY COSTS SO INCURRED BY DEVELOPER INCLUDING ATTORNEY'S FEES AND COURT COSTS SHALL BE A LIEN ON THE LOT.
30. No unlicensed vehicles or junk yards or storage area for cars, salvage materials or other storage of any nature shall not be permitted on any lot or combination of lots within the subdivision.
31. Except as may be permitted by local zoning regulations and as authorized by Developers, no commercial business shall be allowed or conducted at any time from any lot or combination of lots within the subdivision.
32. The Developers and/or the Owners benefitted by this Declaration may enforce these conditions, covenants and restrictions using any available legal or equitable remedies including by way of example only, affirmative or restrictive injunctions. In the event of litigation to enforce these conditions, covenants and restrictions, the non-performing party or the party violating any of the conditions, covenants and restrictions shall reimburse the Developers and/or Owners for all out-of-pocket expense (including actual attorney's fees and court costs) incurred in successfully enforcing these conditions, covenants and restrictions.

33. Buyer is responsible for the sewer Connection fee to the Village of Wrightstown.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 3rd day of Oct., 1995.

K & B Partnership

The Wright Group

Roger B. Bowers Sr.
Roger B. Bowers Sr.

James E. Temmer
James E. Temmer

Roger B. Bowers Jr.
Roger B. Bowers Jr.

Jerome A. Haen
Jerome A. Haen

Ferdinand D. Bowers
Ferdinand D. Bowers

Roger B. Bowers Sr.
Roger B. Bowers Sr.

Joan M. Klister
Joan M. Klister

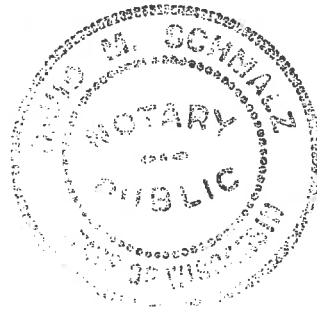
Joan M. Klister
Joan M. Klister For K & B Partnership

STATE OF WISCONSIN))SS
COUNTY OF BROWN)

Personally came before me this 3rd day of Oct., 1995, the above named Roger B. Bowers Sr., Roger B. Bowers Jr., Ferdinand D. Bowers, Joan M. Klister, James E. Temmer, Jerome A. Haen, Roger B. Bowers Sr. and Joan M. Klister for K & B Partnership to me known to be the persons who executed the foregoing instrument and acknowledge the same.

David M. Schmalz
DAVID M. Schmalz
Notary Public

Winnebago County, WI
My Commission expires 02-21-1999



This Instrument was drafted by:
Joan M. Klister

REGISTER OF DEEDS
BROWN COUNTY

FEB 13 1996
AT 1:26 O'CLOCK P. M.
CATHY WILLIQUETTE
REGISTER OF DEEDS
BROWN COUNTY, WIS.

180

AMENDMENT of Restrictions for First Addition to Virginia Meadows Subdivision, Village of Wrightstown, Brown County, Wisconsin, owned by K & B Partnership and The Wright Group,

Said Plat was recorded the 17th day of August 1995 in Brown County at 2:25 p.m. in Volume 20 of Plats on page 25.

Number 4 of the Restrictions should read; All Split Level homes shall have not less than 1600 sq. ft. of living space and an attached garage of not less than 480 sq. ft.

Number 23 of the Restrictions should read; No prebuilt, prefabricated, or earth home shall be allowed. All exposed concrete porches and stoops must have brick or stone veneer face.

K & B Partnership

The Wright Group

Roger B. Bowers Sr.
Roger B. Bowers Sr.

James E. Temmer
James E. Temmer

Ferdinand D. Bowers
Ferdinand D. Bowers

Jerome A. Haen
Jerome A. Haen

Joan M. Klister
Joan M. Klister

Roger B. Bowers Sr.
Roger B. Bowers Sr.

Roger B. Bowers Jr.
Roger B. Bowers Jr.

Joan M. Klister
Joan M. Klister for K & B Partnership

STATE OF WISCONSIN }
COUNTY OF BROWN }

Personally came before me the 16th day of August 1995.
the above named Roger B. Bowers, Ferdinand D. Bowers, Joan M. Klister, Roger B. Bowers Jr. James E. Temmer, Jerome A. Haen, Roger B. Bowers Sr. and Joan M. Klister for K & B Partnership to be known to be the persons who executed the foregoing instrument and acknowledge the same.

Audrey Temmer
Notary Public
Wrightstown County, WI

37-97 Commission expires.



Ret: REGISTER OF DEEDS
Drafted By Joan M. Klister BROWN COUNTY
727 Washington St
Wrightstown '96 AUG 16 AM 9 56
54180 CATHY WILLIQUETTE
REGISTER OF DEEDS

1700