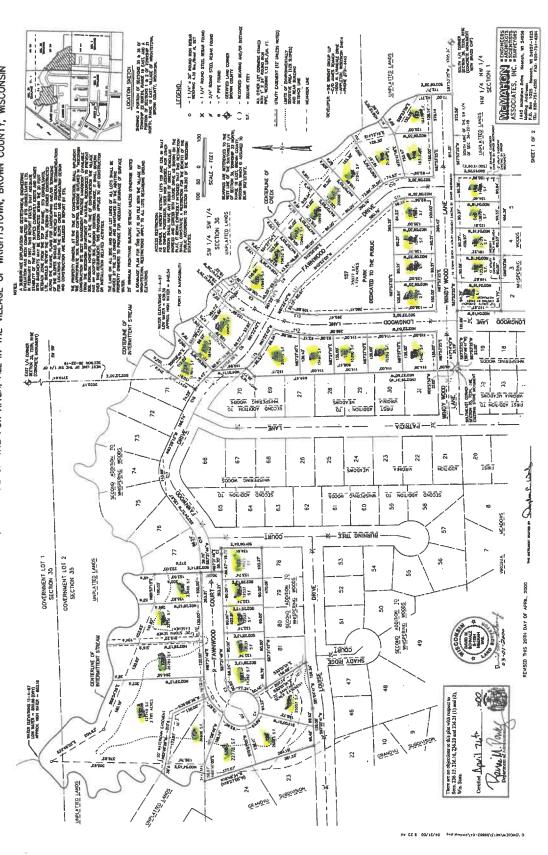
THE TO WHISPERING WOODS

PART OF GOVERNMENT LOTS ONE (1) AND TWO (2). OF SECTION 35, AND A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, ALL IN TOWNSHIP 22 NORTH, RANGE 19 EAST, AND ALL OF LOT 1 OF WHISPERING WOODS, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4



FIRST AMENDMENT OF RESTRICTIONS FOURTH ADDITION TO WHISPERING WOODS

1-1) WHEREAS, THE Wright Group, LLP (hereinafter referred to as "Developer") is the owner of property known as lots 123-156 and 158-162, FOURTH ADDITION TO WHISPERING WOODS SUBDIVISION, Village Of Wrightstown, Brown County, Wisconsin (hereinafter referred to as "the Subdivision").

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- 1-2) WHEREAS, Restrictive Covenants were recorded in connection with the Subdivision, said Restrictive Covenants having been recorded on the 19th day of April, 2001 in the Office of the Register of Deeds of Brown County, Wisconsin, at 1:36 p.m. as Document No. 1806754.
- 1-3) WHEREAS, the Developer is the owner of record of one or more lots in the Subdivision and under the authority granted in paragraph 17 of the Restrictive Covenants, Developer desires to amend the Restrictive Covenants as hereinafter set forth.

NOW, THEREFORE, the Restrictive Covenants are hereby amended in the following matter:

1. Paragraph 7 of the Restrictive Covenants is amended to read in its entirety as follows:

All dwellings shall be set back no less than thirty (30) feet from the property line in the direction the building faces. Side yards shall be a minimum of 8 ft. on each side. In the case of a corner lot the home would require a 30 ft. side yard on the street side. HOWEVER, lot # 130 of said plat shall be restricted to a minimum 25 ft. setback from the property line.

2. In all other respect, the Restrictive Covenants, as amended, are restated in their entirety as if set forth herein by reference.

Dated this 30^{+h} day of November, 2004.

THE WRIGHT GROUP, LLP	
James E. Temmer Roger B. Bowers Roger B. Bowers	Jerome A. Haen Joan M. Klister for K & B Developments Inc.
STATE OF WISCONSIN COUNTY OF OUTAGAMIE))
E. Temmer, Jerome A. Haen, Ro	day of November 2004 the above named James ger B. Bowers and Joan M. Klister, to me kn; own to be egoing instrument and acknowledge the same.
Notary Publican C. Harr	
January Comments	

This instrument drafted by Joan Klister P.O. Box 346 Kaukauna, WI 54130

- 21. At all times during construction, the site shall be maintained to developer's reasonable satisfaction, in a neat and orderly manner.
- 22. 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.
- 23. Except as may be authorized by Developers, no structure of a temporary nature, no 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.
- 24. 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.
- 25. 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 or landscaping. Any costs so incurred by developer including attorney's fees and court costs shall be a lien on the lot. Finished lawn grade at the lot line shall be uniform grade with the drainage elevation on the master grade plan.
- 26. 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.
- 27. Except as may 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.
- 28. Roof pitch for the main structure of home shall be a minimum of 6/12.
- 29. The Developers and/or the Owners benefited 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 an/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.
- 30. Buyer is responsible for the Lateral (sewer) Connection fee to the Village of Wrightstown.

permitted to remain which may damage or interfere with the installation of maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement are 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.

- 10. 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 sole and uncontrolled discretion of the Committee, shall seem sufficient. A copy of the blueprint to be kept by Architectural Review Committee.
- 11. 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 signs used by a builder to advertise the property during construction and sales period.
- 12. 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.
- 13. All trash and waste shall be kept in sanitary containers an out of the public view.
- 14. No external or satellite antennas allowed unless approved by the Architectural Review Committee.
- 15. 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.
- 16. 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 a 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.
- 17. 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.
- 18. 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 buildings shall be located to the rear of dwelling on said lot, shall have a maximum storage area not to exceed 144 sq. ft., 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.
- 19. No prebuilt, prefabricated, or earth homes shall be allowed. All exposed concrete porches and stoops must have brick or stone veneer face.
- 20. No buildings shall be moved on to any lot.

1806754

Document Number

RESTRICTIVE COVENANTS

Document Title

BROWN COUNTY REGISTER OF DEEDS CATHY WILLIQUETTE

2001 APR 19 P 1: 36



Recording Area

Name and Return Address

EVANS TITLE

Parcel Identification Number (PIN)

"This page is part of this legal document DO NOT REMOVE "

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 2/99

FOURTH ADDITION TO WHISPERING WOODS SUBDIVISION

RESTRICTIVE COVENANTS

WHEREAS, the Wright Group is the owner of the property known as Fourth Addition to Whispering Woods Subdivision, Lots 123-156 and 158-162, 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 22nd day of June 2000, and recorded in volume 21 of plats on page 127 and document #1759653.

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. All lots are restricted to SINGLE FAMILY DWELLINGS ONLY.
- 2. Minimum floor area and design. All structures to be erected in subdivision shall be of pleasing and harmonious external design and shall conform with all established set back lines, and any dwellings which fails to conform to the specified minimum areas shall not be permitted on any lot, except with prior written approval of the Developer. The square footage of the main structure, exclusive of open porches, breezeways and garages shall be not less than:

One story
1 1/2 story
Two story
Minimum of 1500 sq. ft. on ground floor.
Minimum of 1800 sq. ft. of total living area.
Minimum of 2000 sq. ft. of total living area.

- 3. All dwellings shall have an attached garage of not less than 480 sq. ft. All dwellings including garages, shall be completed before occupancy.
- 4. No building material shall be placed on any lot more than thirty (30) days prior to the time that construction is to begin.
- 5. All homes shall have basements or footings extending at least four (4) feet below grade.
- 6. No trailer, tent, shack, basement, garage, barn or other outbuilding shall be used temporarily or permanently as a residence.
- 7. All dwellings shall be set back no less than thirty (30) feet from the property line in the direction the building faces. Side yards shall be a minimum of 8 ft. on each side. In the case of a corner lot the home would require a 30 foot sideyard on the street side.
- 8. 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.
- 9. Easement for the installation and maintenance of the 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

1806754

IN WITNESS WHEREOF, The undersigned have hereunto set their hands and seals this 18 th day of April 2001.
THE WRIGHT GROUP LLP
James E. Temmer Lorome A. Haen
Roger B. Bowers Sr. Joan M. Klister for K & B Devel.
STATE OF WISCONSIN COUNTY OF BROWN O
Personally came before my this 8th day of April 2001, the above named James E. Temmer, cregoing instrument and acknowledge the same.
Levi & Sontaine
Terri D. Fontaine
Brown County, WI

This instrument was drafted by: Joan Klister.

My commission expires 11-09-03

First Amendment of Restrictions

Document Number

Document Title

2164452

CATHY WILLIQUETTE BROWN COUNTY RECORDER GREEN BAY, WI

RECORDED ON 12/22/2004 04:06:48FN

REC FEE: 15.00 TRANS FEE: EXEMPT # PAGES: 3

Recording Fred AND TITLE

Name and Return Address Wright Group LLF P. O. Box 346 Kaukauna, WI 54130

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (I 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 Stantes, \$9.517. WRDA 2196