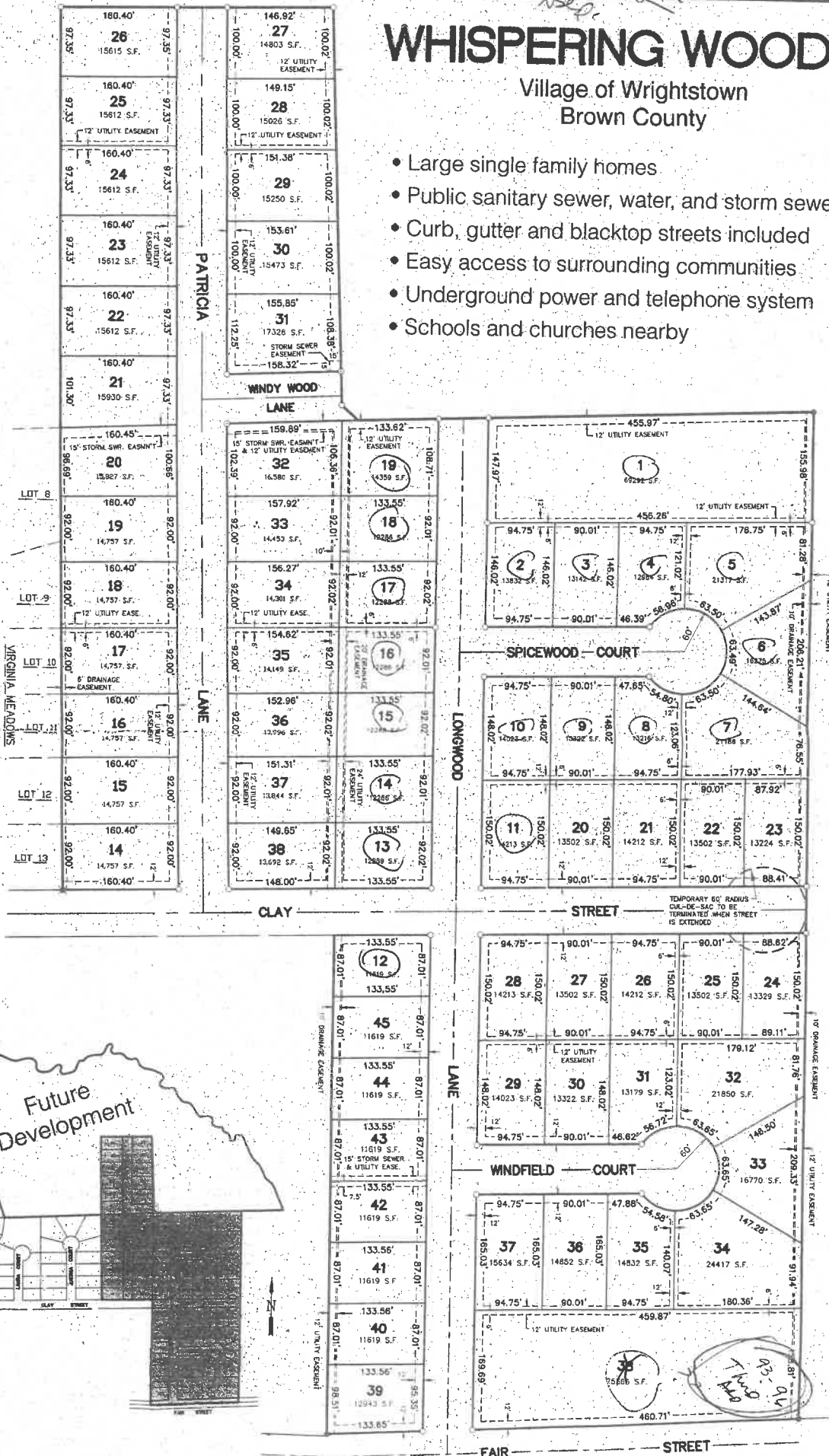


# WHISPERING WOODS

Village of Wrightstown  
Brown County

- Large single family homes
- Public sanitary sewer, water, and storm sewer
- Curb, gutter and blacktop streets included
- Easy access to surrounding communities
- Underground power and telephone system
- Schools and churches nearby





1554578

Document Number

Amendment of Restrictions

Document Title

*original  
Whiffen WTA*

REGISTER OF DEEDS  
BROWN COUNTY

'97 JUN 6 AM 10 40

CATHY WELIQUETTE  
REGISTER OF DEEDS

Recording Area

Name and Return Address

*1200*

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, 59.517. WRDA 2/96

1514298

J 27381 I 14

WHISPERING WOODS SUBDIVISION

RESTRICTIVE COVENANTS

WHEREAS, The Wright Group is the owner of the property known as Whispering Woods Subdivision, 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 28th day of March, 1996 and recorded in volume 20 of plats on page 78 Document # 1491324.

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. 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 1600 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 no 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 sq. ft.
7. All dwellings including garages, shall be completed before occupancy.

Joan Kleister  
727 Washington St  
Wrightstown 54180

## J 27381 I 15

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 sole and uncontrolled discretion of the Committee, shall seem sufficient. A copy of the blueprint to be kept by Architectural Review Committee.

## J 27381 I 16

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 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 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.
23. No prebuilt, prefabricated, or earth homes shall be allowed. All exposed concrete porches and stoops must have brick or stone veneer face.

J 27381 I 17

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, 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.
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 9 day of AUGUST 1996.

THE WRIGHT GROUP

James E. Temmer  
James E. Temmer

Jerome A. Haen  
Jerome A. Haen

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

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

REGISTER OF DEEDS  
BROWN COUNTY

'96 AUG 16 AM 9 56

CATHY WILLIQUETTE  
REGISTER OF DEEDS

18<sup>00</sup>

STATE OF WISCONSIN )

COUNTY OF BROWN )

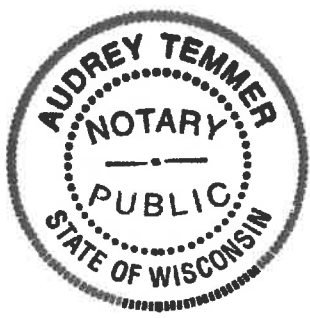
Personally came before me this 9th day of Aug. 1996, the above named James E. Temmer, Jerome A. Haen, Roger B. Bowers Sr. and Joan M. Klister for K & B Partnership to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Audrey Temmer  
Audrey Temmer  
Notary Public

Outagamie County, WI

My commission expires 4-27-97

This instrument was drafted by:  
Joan M. Klister





AMENDMENT OF Restrictions for Whispering Woods Subdivision, Village of Wrightstown, Brown County, Wisconsin, Owned by the Wright Group

Said Plat was recorded on the 28th day of March 1996 in Brown County in Volume 20 of Plats on page 78, Document# 1491324.

Paragraph 1 of the Restrictions should read: WHEREAS, The Wright Group is the owner of the property known as Whispering Woods Subdivision, Lots 1 - 19, Village of Wrightstown, Brown County, Wisconsin.

Number 2 of the Restrictions should read; Single Family Dwellings shall contain a minimum of 1500 sq. ft. on the ground floor, excluding breezeway or attached garage. Each single story dwelling shall have an attached garage of no less than 480 sq. ft.

Number 3 of the restrictions should read; One and One-Half or Two Story dwellings shall contain a minimum of 2000 sq. ft. of total living area plus all One and One-Half or Two Story homes shall have an attached garage of not less than 480 sq. ft.

The Wright Group

James E. Temmer  
James E. Temmer

Jerome A. Haen  
Jerome A. Haen

Roger B. Bowers  
Roger B. Bowers

Joan M. Klister  
Joan M. Klister for K & B Development, Inc.

STATE OF WISCONSIN )  
COUNTY OF BROWN )

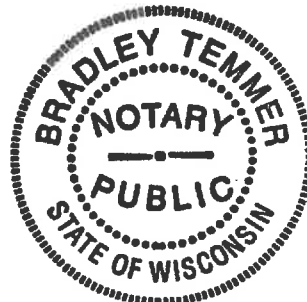
Personally came before me this 14<sup>th</sup> day of May 1997 the above named James E. Temmer, Jerome A. Haen, Roger B. Bowers, and Joan M. Klister for K & B Development Inc. to be known to be the persons who executed the foregoing instrument and acknowledge the same.

Bradley J. Temmer  
Notary Public

Ozaukee County, WI

June 14, 1998 Commission expires.

Drafted by Joan M. Klister



1554582

Restrictive Covenants

Document Number

Document Title

1st Add.

REGISTER OF DEEDS  
BROWN COUNTY

'87 JUN 6 AM 10 50

CATHY WELIQUETTE  
REGISTER OF DEEDS

Recording Area

Name and Return Address

2000

EVANS TITLE

Parcel Identification Number (PIN)

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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, 59.517. WRDA 2/96

017

FIRST ADDITION TO  
WHISPERING WOODS SUBDIVISION

RESTRICTIVE COVENANTS

WHEREAS, the Wright Group is the owner of the property known as First Addition to Whispering Woods Subdivision, Lots 20-45, 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 6<sup>th</sup> day of June, 1997 and recorded in volume 20 of plats on page 127 Document # 1554579.

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 setback lines, and any dwelling 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:

LOTS 20-28

Dwelling Type

Size

One-Story	Minimum of 1500 sq. ft. on ground floor.
1½ Story	900 sq. ft. on ground floor total minimum 1600 sq. ft.
Two Story	Minimum of 2000 sq. ft. of total living area.
Tri-Level	Minimum of 1600 sq. ft. of total living area.
Bi-Level	Minimum of 960 sq. ft. per level.

LOTS 29-45

One-Story	Minimum of 1320 sq. ft. on ground floor.
1½ Story	900 sq. ft. on ground floor total minimum of 1600 sq. ft.
Two Story	Minimum of 1800 sq. ft. of total living area.
Tri-Level	Minimum of 1600 sq. ft. of total living area.
Bi-Level	Minimum of 960 sq. ft. per level.

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 not less than thirty (30) feet from the property line 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.
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 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 easement, 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.
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 the 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 and 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 any purchaser is considered as an agreement to observe and abide by such covenants, conditions, and restrictions for the protections 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 the dwelling on said lot, shall have a maximum storage area not to exceed 400 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 building shall be moved on to any lot.
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 COMPLETED 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.
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 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.
28. 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 expenses (including actual attorney's fees and court costs) incurred in successfully enforcing these conditions, covenants and restrictions.
29. Buyer is responsible for the Sewer Connection fee to the Village of Wrightstown.

1554582

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 14<sup>th</sup> day of May 1997.

THE WRIGHT GROUP

James E. Temmer  
James E. Temmer

Jerome A. Haen  
Jerome A. Haen

Roger B. Bowers  
Roger B. Bowers Sr.

Joan M. Klister  
Joan M. Klister for K & B Development Inc.

STATE OF WISCONSIN )

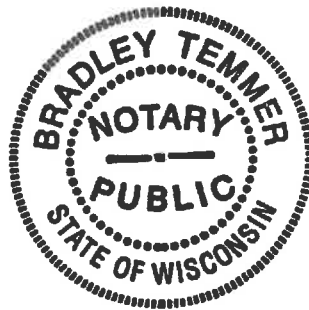
COUNTY OF BROWN )

Personally came before me this 14<sup>th</sup> day of May 1997, the above named James E. Temmer, Jerome A. Haen, Roger B. Bowers Sr., and Joan M. Klister for K & B Development Inc. to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Bradley A. Temmer  
Notary Public

Outagamie County, WI

My Commission expires June 14, 1998.



This instrument was drafted by:  
Joan M. Klister

