

# SECOND ADDITION TO WHISPERING WOODS



## LEGEND

- UTILITY EASEMENT (12' UNLESS NOTED)
- LIMITS OF ENVIRONMENTALLY SENSITIVE AREA (12% SLOPES) AND REAR BUILDING SETBACK LINE



SCALE - FEET

DEVELOPER: -THE WRIGHT GROUP, LLP  
 -C/O JAMES W. WRIGHT  
 -1050 N. LYNDLE DRIVE  
 -APPLETON, WISCONSIN 54914  
 -PHONE #731-4443

**McMAHON ASSOCIATES, INC.**  
 ENGINEERS ARCHITECTS SCIENTISTS SURVEYORS  
 1445 Jackson Drive Neenah, WI 54956  
 Mailing Address: P.O. Box 1025 Neenah, WI 54957-1025  
 TEL: 920-751-4200 FAX: 920-751-4284

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1690676

BROWN COUNTY  
REGISTER OF DEEDS  
CATHY WILLIQUETTE

RESTRICTIVE COVENANTS

1999 APR 28 A 11:55

Document Number

Document Title

Recording Area

Name and Return Address

Rozyn Bowers  
P. O. Box 346  
Kaukauna, WI 54130

20<sup>th</sup> @

Parcel Identification Number (PIN)

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

SECOND ADDITION TO  
WHISPERING WOODS SUBDIVISION

RESTRICTIVE COVENANTS

WHEREAS, the Wright Group is the owner of the property known as Second Addition to Whispering Woods Subdivision, Lots 46-81, 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 11th day of March, 1999, and recorded in volume 21 of plats on page 36 and Document# 1680936.

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 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 # 46-70 & 78-81

One Story	Minimum of 1500 sq. ft. on ground floor.
Two Story	Minimum of 2000 Sq. ft. of total living area.
1½ Story	Minimum of 1800 sq. ft. of total living area.

LOTS # 71 - 77

One Story	Minimum of 2000 sq. ft. on ground floor.
Two Story	Minimum of 2400 sq. ft. of total living area.
1½ Story	Minimum of 2200 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 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 and/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. Invalidity of any one of these covenants by judgment 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 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. Not 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. 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 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. Roof pitch for the main structure of home shall be a minimum of 6/12.

- 29. 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.
- 30. 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 29<sup>th</sup> day of April 1999,

THE WRIGHT GROUP LLP

James E. Temmer  
James E. Temmer  
Roger B. Bowers Sr.  
Roger B. Bowers Sr.

Jerome A. Haen  
Jerome A. Haen  
Joan M. Klister  
Joan M. Klister for K & B Devel.

STATE OF WISCONSIN }  
COUNTY OF BROWN }

Personally came before me this 29<sup>th</sup> day of April, 1999, the above named James E. Temmer, Jerome A. Haen, Roger B. Bowers Sr., and Joan M. Klister to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Audrey Temmer  
Notary Public  
Audrey Temmer  
Outagamie County, WI

My Commission expires 4-22-2001



This instrument was drafted by:  
Joan M. Klister

1758747

**FIRST AMENDMENT OF RESTRICTIONS  
SECOND ADDITION TO  
WHISPERING WOODS SUBDIVISION**

BROWN COUNTY  
REGISTER OF DEEDS  
DANNY BILLIQUETTE

2000 JUN 15 PM 3:15

I-1) WHEREAS, The Wright Group, LLP (hereinafter referred to as "Developer") is the owner of property known as Lots 46 through 81, SECOND ADDITION TO WHISPERING WOODS SUBDIVISION, Village of Wrightstown, Brown County, Wisconsin (hereinafter referred to as "the Subdivision").

I-2) WHEREAS, Restrictive Covenants were recorded in connection with the Subdivision, said Restrictive Covenants having been recorded on the 28<sup>th</sup> day of April, 1999 in the Office of the Register of Deeds of Brown County, Wisconsin, at 11:55 AM as Document No. 1690676.

**Name and Return Address**

The Wright Group, LLP  
P.O. Box 346  
Kaukauna, WI 54130-0346

I-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.

PIN \_\_\_\_\_

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

1. Paragraph 18 of the Restrictive Covenants is amended to read in its entirety as follows:

"With respect to storage buildings, one single story 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 200 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."

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




1758747

Dated this 20th day of May, 2000.

THE WRIGHT GROUP, LLP

  
James E. Temmer (SEAL)

  
Jerome A. Haen (SEAL)

  
Roger B. Bowers, Sr. (SEAL)

  
Joan M. Klister for K & B Development (SEAL)

**AUTHENTICATION**

Signature(s) of James E. Temmer, Jerome A. Haen, Roger B. Bowers, Sr. and Joan M. Klister, authenticated this 20th day of May, 2000.



David J. Van Lieshout  
TITLE: MEMBER STATE BAR OF WISCONSIN

This instrument drafted by  
David J. Van Lieshout  
MENN, TEETAERT & BEISENSTEIN, LTD.  
P.O. Box 186, Little Chute, WI 54140-0186

2219674

CATHY WILLIQUETTE  
BROWN COUNTY RECORDER  
GREEN BAY, WI

RECORDED ON  
10/11/2005 04:01:48PM

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

Second Amendment of Restrictions  
Second Addition to Whispering  
Woods Subdivision

Document Number

Document Title

Recording Area

Name and Return Address

Wright GroupLLP  
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 (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 2/98

**SECOND AMENDMENT OF RESTRICTIONS  
SECOND ADDITION TO WHISPERING WOODS SUBDIVISION**

WHEREAS, The Wright Group, LLP (hereinafter) referred to as "Developer") was the original owner of property known as lots 46 through 81, SECOND ADDITION TO WHISPERING WOODS SUBDIVISION, Village of Wrightstown, Brown County, Wisconsin (hereinafter referred to as "the Subdivision").

WHEREAS, Restrictive Covenants were recorded in connection with the Subdivision, said Restrictive Covenants having been recorded on the 28th day of April, 1999 in the Office of the Register of Deeds of Brown County , Wisconsin, at 11:55 am as Document No. 1690676.

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, Developers desires to amend the Restrictive Covenants as hereinafter set forth.

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

1. Paragraph 2 of the Restrictive Covenants is amended to read in its entirety as follows:

With respect to 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 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 # 46-70 & 78-81**

One Story                      Minimum of 1500 sq. ft. on ground floor.

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

IN WITNESS WHEREOF, The undersigned have hereunto set their hands and seals this 10 day of October 2005.

THE WRIGHT GROUP, LLP

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 for K & B Developments Inc.

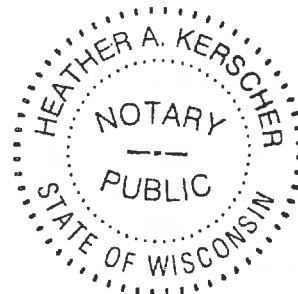
STATE OF WISCONSIN                    )  
COUNTY OF BROWN                    )

Personally came before me this 10 day of October 2005, the above named James E. Temmer, Jerome A. Haen, Roger B. Bowers Sr. , and Joan M. Klister to me known to be the persons who executed fthe foregoing instrument and acknowledge the same.

Heather A. Kerscher  
Notary Public

Heather A. Kerscher  
Outagamie County, WI

My Commission Expires 01-18-09



This instrument was drafted by:  
Joan M. Klister

2226038

CATHY WILLIQUETTE  
BROWN COUNTY RECORDER  
GREEN BAY, WI

RECORDED ON  
11/14/2005 03:59:30PM

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

Restated Second Amendment of  
Restrictions Second Addition to  
Whispering Woods Subdivision

Document Number

Document Title

Recording Area

Name and Return Address

Wright Group LLP (D)  
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 (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, §9.317. WRDA 2/96

## **RESTATED SECOND AMENDMENT OF RESTRICTIONS SECOND ADDITION TO WHISPERING WOODS SUBDIVISION**

WHEREAS, The Wright Group, LLP (hereinafter referred to as "Developer") was the original owner of property known as lots 46 through 81, SECOND ADDITION TO WHISPERING WOODS SUBDIVISION, Village of Wrightstown, Brown County, Wisconsin (hereinafter referred to as "the Subdivision").

WHEREAS, Restrictive Covenants were recorded in connection with the Subdivision, said Restrictive Covenants having been recorded on the 28th day of April, 1999 in the Office of the Register of Deeds of Brown County, Wisconsin, at 11:55 am as Document No. 1690676.

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, Developers desires to amend the Restrictive Covenants as hereinafter set forth.

WHEREAS, The restrictions were previously amended a second time but the amendment was incomplete and is therefore restated by the Developer.

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

1. Paragraph 2 of the Restrictive Covenants is amended to read in its entirety as follows:

With respect to 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 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 # 46-70 & 78-81**

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

### **LOTS # 71-77**

One Story	Minimum of 1800 sq. ft. on ground floor.
Two Story	Minimum of 2400 sq. ft. of total living area.
1 1/2 Story	Minimum of 2200 sq. ft. of total living area.

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

IN WITNESS WHEREOF, The undersigned have hereunto set their hands and seals  
this 11<sup>th</sup> day of November 2005.

THE WRIGHT GROUP, LLP

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 for K & B Developments Inc.

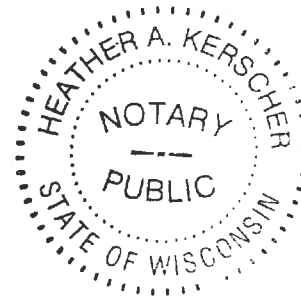
STATE OF WISCONSIN )  
COUNTY OF BROWN )

Personally came before me this 11<sup>th</sup> day of November 2005, the above  
named James E. Temmer, Jerome A. Haen, Roger B. Bowers Sr. , and Joan M. Klister,  
to me known to be the persons who executed fthe foregoing instrument and acknowledge  
the same.

Heather A Kerscher  
Notary Public

Heather A Kerscher  
Outagamie County, WI

My Commission Expries 01-18-09



This instrument was drafted by:  
Joan M. Klister

THIRD AMENDMENT TO RESTRICTIONS  
SECOND ADDITION TO WHISPERING  
WOODS SUBDIVISION

2245111

CATHY WILLIQUETTE  
BROWN COUNTY RECORDER  
GREEN BAY, WI

RECORDED ON  
03/14/2006 09:42:11AM

REC FEE: 11.00  
TRANS FEE:  
EXEMPT #  
PAGES: 1

Document Number

Title of Document

WHEREAS, the Wright Group, LLP (hereinafter referred to as "Developer") is the owner of property known as Lots 46 through 81, SECOND ADDITION TO WHISPERING WOODS SUBDIVISION, Village of Wrightstown, Brown County, Wisconsin (hereinafter referred to as "the Sudivision").

WHEREAS, Restrictive Covenants were recorded in connection with the Subdivision, said Restrictive Covenants having been recorded on the 28th day of April, 1999 in the Office of the Register of Deeds of Brown County, Wisconsin at 11:55 a.m. as Dcoument No. 1690676.

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 manner:

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

Record this document with the Register of Deeds

Name and Return Address:  
The Wright Group, LLP  
P.O. Box 346  
Kaukauna, WI 54130-0346

(Parcel Identification Number)

"All dwellings shall be set back no less than thirty (30) feet from the direction the building faces. HOWEVER, Lot Seventy-six (76) of said plat shall be restricted to a minimum of 25 feet setback from the property line. All side yards shall conform with the Village of Wrightstown zoning ordinance.

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

Dated this 28 day of February, 2006.

THE WRIGHT GROUP, LLP

James E. Temmer (SEAL)  
James E. Temmer

Jerome A. Haen (SEAL)  
Jerome A. Haen

Roger B. Bowers, Sr. (SEAL)  
Roger B. Bowers, Sr.

Joan M. Klister (SEAL)  
Joan M. Klister for K&B Development, Inc.

AUTHENTICATION

Signatures of James E. Temmer, Jerome A. Haen, Roger B. Bowers, Sr. and Joan M. Klister authenticated this 28 day of February, 2006.

David J. Van Lieshout

David J. Van Lieshout  
TITLE: MEMBER STATE BAR OF WISCONSIN

This instrument drafted by:  
Attorney David J. Van Lieshout  
Little Chute, Wisconsin