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VOL 1173 PAGE 539-548

WHISPERING SPRINGS
LEDGEWOOD HEIGHTS
RESTRICTIVE COVENANTS

94 FEB 17 PM 3:48

Mary A. Brickley

Affecting the following described real estate located
in the City of Fond du Lac, Fond du Lac County, Wisconsin:

REGISTER OF DEEDS
FOND DU LAC COUNTY, WI

Lots 2 through 25, inclusive, of the Plat of Whispering Springs located in the Southwest 1/4 of the Southwest 1/4, Southeast 1/4 of the Southwest 1/4, of Section 5, Township 15 North, Range 18 East and in the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 15 North, Range 18 East. Also in the Northwest 1/4 of the Northwest 1/4, Northeast 1/4 of the Northwest 1/4 and in the Southeast 1/4 of the Northwest 1/4 of Section 8, Township 15 North, Range 18 East. All in the City of Fond du Lac, Fond du Lac County, Wisconsin.

RECITALS:

1. Whispering Springs Development Co., a Wisconsin General Partnership, is the owner of the above-described real estate.

2. The owner wishes certain restrictions to be imposed on development of the real estate so that the investment of purchasers will be protected.

3. It is desired to provide the future owners of the property with a voice in control of continued development in consideration for their purchase of described lots.

IT IS THEREFORE AGREED, that each sale and subsequent use of the above lots shall be subject to the following covenants and restrictions which shall run with the land:

1. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan of the lot showing the location of all such structures or

28. *Plat Ed Huck*
1646 Golf Course Dr.
F.D.L.

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improvements and the landscape plan shall have been approved in writing by the Control Committee.

In making its determination, the Control Committee shall take into account such things as the quality of workmanship, the materials to be used, the harmony of external design and color with existing structures, the topography of the land, the intended landscaping and any other reasonable considerations which the Control Committee shall deem relevant.

It is intended that the Control Committee will have authority to review such plans and specifications, and this authority is in excess and in addition to applicable building codes and/or ordinances.

After submission of the above required information, the Control Committee shall have fifteen (15) days within which to notify the owner of acceptance, rejection, or conditional acceptance of the proposed improvements to the subject premises. Acceptance must be in writing, and shall be limited to the plans, specifications and other information actually submitted. There shall be no substantial or consequential variation by the owner unless written approvals for such variation are obtained from the Control Committee.

If required to do so, the Control Committee will review plans of a prospective purchaser of a lot and render a decision prior to closing in accord with these procedures. In the event such plans and specifications are approved or

conditionally approved, the prospective purchaser shall be entitled to thereafter rely on such approval.

The Control Committee shall be composed as follows:

(a) Until the closing of 12 of the lots which are subject to these Restrictive Covenants, the Control Committee shall consist solely of the undersigned owner or such other property owners as appointed by the owner.

(b) At any time after 12 or more lots have been sold, the owners of five (5) or more of the lots subject to these Restrictive Covenants may call a meeting for the purpose of electing members of the Control Committee. Written notice of such meeting shall be mailed to all owners not less than five (5) days prior to the meeting. At such meeting any property owner may be proposed for membership on the Control Committee and on majority vote shall be elected to the Control Committee until five (5) have been elected. At such meeting one or all of the Control Committee may be replaced.

Any vacancy shall be filled by appointment of a successor by the remaining members of the Control Committee. Such successor shall serve until replaced by election as provided above.

2. SPECIAL RESTRICTIONS. The following are additional covenants and restrictions which may not be waived by the Control Committee and shall not be amended, except as provided in Paragraph 16 below:

(a) All multi-story dwellings shall have no less

than 2,500 square feet and ranch style homes shall have no less than 2200 square feet.

(b) The basement shall not be included in determining the amount of square footage nor shall an attached garage be included in determining the amount of square footage. The Control Committee, at its option, may or may not include lower levels of multi-level homes. Normal closets and hallways shall be included.

(c) The maximum height of any dwelling or dwelling accessory buildings shall be thirty-five feet (35'0") measured from the highest point of contact between the natural grade and the structure.

(d) No log homes or earth homes may be constructed on any lot which is subject to the restrictions contained herein.

(e) Any culverts installed by owner or future land owners shall have "end walls."

3. GARAGES/OUTBUILDINGS/FENCES, ETC. The plans for any dwelling shall include the construction of an attached garage. This requirement may be waived for a compelling construction reason by the Control Committee. Construction of any additional garages, outbuildings antennas, satellite receiving dishes, laundry drying equipment, fences or other similar or dissimilar improvements to the real estate shall be first approved in writing by the Control Committee. Construction of any outside dog cages shall be prohibited.

4. UTILITIES. All new electric distribution lines

(except lines of 15,000 volts or more), all new telephone lines from which lots are individually served, all new telegraph lines, and all new community antenna television cables and services, installed within the area of this subdivision shall be underground.

Associated equipment and facilities which are appurtenant to underground electric and communications systems, such as, but not limited to, pad-mounted transformers, pan-mounted sectionalizing switches and above-grade pedestal-mounted boxes may be located above ground.

Temporary overhead facilities may be installed to serve a construction site or where necessary because of severe weather conditions. In the latter case, within a reasonable time after weather conditions have moderated, such temporary facilities shall be replaced with underground facilities and the temporary facilities removed.

Utility easements shown on the plat shall be graded to within six inches of final grade by the subdivider prior to the installation of underground electric and/or communications facilities, and construction of any permanent buildings, and the placement of earth fill, piles or mounds of dirt or construction materials shall not be permitted on such easement areas, after such facilities have been installed, said final grade shall not be altered by more than six inches by the subdivider, his agent, or by subsequent owners of the lots on which such utility

easements are located, except with written consent of the utility or utilities involved.

5. USE OF PREMISES. The premises shall be used exclusively for single-family residence purposes. No nuisance or offensive activity shall be carried on on the subject premises. The premises shall be kept in a clean and orderly condition and free from any accumulations of brush, trash, or other materials. Lawns and landscaping shall be maintained in a manner consistent with other described lots.

6. ANIMALS. No animals, birds, poultry, pigeons or livestock shall be raised, bred or kept on said premises, except that any property owner may maintain a maximum of two dogs and/or cats, as household pets and provided the same are not bred or maintained for any commercial purpose. The right of the property owner to keep such pet(s) is subject to the condition that no pet is allowed to annoy any other persons or to run at large, in any common area, the golf course, or any other property owner's land and if complaints are filed with the Control Committee with respect to violation of these restrictions, then, and in such event, the Control Committee will schedule a hearing for the purpose of determining whether or not the pet(s) shall be removed.

7. SIGNS. No signs shall be placed upon the subject premises, other than street number designations. However, in the event the owner desires to sell the real estate, a sign indicating the sale of the real estate may be

placed upon the subject premises for a reasonable period of time. Such sign shall be in accord with the type normally associated with sales of residential real estate.

8. TRUCKS. No trucks with a load capacity over one (1) ton in weight are to be garaged or parked anywhere on said premises, except for parking in the ordinary course of making trade deliveries. In addition, vehicles of any size may be barred by the Control Committee in the event they deem the keeping of a particular vehicle is unsightly and/or not in accord with the best interests of the neighborhood. Non-operating or junked vehicles shall not be kept on any premises.

9. RECREATIONAL EQUIPMENT. No boats, snowmobiles, campers, travel trailers, motorcycles, lawn mowers, tractors, or any other such equipment shall be stored within outside view on the subject property.

10. YARD AND SETBACK REQUIREMENTS.

The following shall be the setback requirements:

Minimum front yard:	40 feet.
Minimum side yard:	12 feet.
Minimum rear yard:	30 feet.

11. BUILDING COMPLETION. Within one (1) year after commencement of construction of any dwelling and/or garage, the following shall be completed: (a) the exterior of the dwelling and/or garage, according to the plans and specifications approved by the Architectural Review Committee, and (b) grading, leveling and landscaping of the

yard according to the plans approved by the Architectural Review Committee.

12. INCORPORATION. In the event that the majority of the property owners, at a meeting called for such purpose, shall approve the formation of a corporation to replace the Control Committee, such incorporation shall be allowed by this Agreement. Provided, however, any such corporation shall include provisions in its articles and/or bylaws which specifically recite that actions taken by shareholders, directors and officers of such corporation be consistent with all terms and conditions contained in this document.

13. ENFORCEABILITY. The Control Committee, and any successors thereto, and the owners of any property located within the described real estate shall have the right to prevent or stop any violation of the foregoing restrictions by any legal remedy available against the parties responsible for such violations. These remedies to include, but not be limited to, an action for injunction for specific performance, or any action for damages resulting from such violations. In the event that a court shall find that the property owner was in violation of one or more of the restrictions or covenants contained herein, the prevailing party shall be entitled to all costs and disbursements associated with such legal action, including reasonably necessary attorney fees.

It is agreed that these covenants are of critical importance to owners of unique parcels of real estate and

that an action for damages may not be an adequate remedy. It is specifically agreed that the Control Committee (or Homeowners Association) or property owners who may be aggrieved by a party violating the terms of this agreement shall, at such party or parties' option, be awarded the remedy of specific performance to enforce the terms of this agreement. An order of enforcement may include an order for removal of improvements which have been made to the real estate in violation of this agreement. In the event it is necessary for the Committee acting on behalf of the homeowners or an individual homeowner to enforce the terms of this agreement and in the event a court of competent jurisdiction grants a judgment against a homeowner for violation of these covenants, then in such event it is specifically agreed that such judgment also include reasonably necessary attorney fees, costs and disbursements associated with bringing such action hereunder.

14. DURATION OF RESTRICTIONS. The restrictions and covenants contained in this agreement shall extend in perpetuity.

15. SEVERABILITY. In the event that any provision herein contained shall at any time be deemed invalid, such provision shall be considered to be severed from this agreement, with all of the remaining restrictions and covenants to be in full force and effect, and enforceable as outlined in Paragraph 13 above.

16. AMENDMENT. The restrictions herein contained

may be amended, subject to the following:

(a) Such amendment shall be in writing.

(b) It shall be signed by eighty percent (80%) of the then owners.

(c) The amendment or memorandum thereof shall be recorded.

17. LIABILITY OF CONTROL COMMITTEE. Members of the Control Committee, or any party acting on its behalf, shall not be liable to any property owner for malfeasance or misfeasance in such capacity unless such actions cause damage and are willful and/or malicious.

Dated this 17 day of Feb., 199~~8~~⁴.

WHISPERING SPRINGS DEVELOPMENT CO.
A Wisconsin General Partnership

By Edward S. Huck, Jr.
Edward S. Huck, Jr.
Terry Flesch
Terry Flesch

STATE OF WISCONSIN)
)ss
FOND DU LAC COUNTY)

4 Personally came before me this 17TH day of Feb., 199~~8~~, to me known to be Edward S. Huck, Jr. and Terry Flesch, the persons who executed the foregoing instrument as the deed of said Whispering Springs Development Co.

Marilyn J. Zmijewski
Notary Public,
Fond du Lac County, WI
My Commission: exp. 6/11/95

This instrument drafted by:
Atty. Mike P. Fortune
Fond du Lac, WI 54935

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AMENDMENT OF
WHISPERING SPRINGS
LEDGEWOOD HEIGHTS
RESTRICTIVE COVENANTS

94 MAY -5 PM 3:29

MAY 6 1994

REGISTER OF DEEDS

FOND DU LAC COUNTY, WI

Affecting the following described real estate located
in the City of Fond du Lac, Fond du Lac County, Wisconsin:

Lots 2 through 25, inclusive, of the Plat of Whispering Springs located in the Southwest 1/4 of the Southwest 1/4, Southeast 1/4 of the Southwest 1/4, of Section 5, Township 15 North, Range 18 East and in the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 15 North, Range 18 East. Also in the Northwest 1/4 of the Northwest 1/4, Northeast 1/4 of the Northwest 1/4 and in the Southeast 1/4 of the Northwest 1/4 of Section 8, Township 15 North, Range 18 East. All in the City of Fond du Lac, Fond du Lac County, Wisconsin.

RECITALS:

WHEREAS, Whispering Springs Development Co., a Wisconsin General Partnership, is the owner of the above-described real estate, and

WHEREAS, said owner had previously adopted certain Restrictive Covenants for the Subdivision known as Whispering Springs LedgeWood Heights, and

WHEREAS, said Restrictive Covenants were recorded in the Office of the Register of Deeds for Fond du Lac County, Wisconsin, on February 17, 1994, at 3:48 P.M., in Volume 1173 of Records, on pages 539-548, inclusive, as Document No. 551135, and

WHEREAS, said owner is desirous of amending Paragraph 10 of said Restrictive Covenants.

IT IS THEREFORE AGREED, that said Paragraph 10 shall be amended to read as follows:

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