
WESTCOR DEVELOPMENT, INC.
a Wisconsin corporation

to

THE PUBLIC

**DECLARATION OF
PROTECTIVE
COVENANTS**

RE: Lots 1-14, 77-87, inclusive (hereinafter referred to individually as a "Lot" and collectively as the "Lots") and Outlots 1 and 2 of Grey Goose Landing Plat in the Town of Fremont, Waupaca County, Wisconsin (the "Plat").

Westcor Development, Inc., (the "Declarant") being the owner of all of the above-described real estate hereby makes the following Declaration of Protective Covenants for the purpose of insuring the orderly and harmonious development of said real estate in conjunction with the other portions of the Plat and imposing certain requirements, restrictions and limitations upon the use and occupancy thereof. The Protective Covenants imposed by this Declaration shall run with the land and be binding upon and inure to the benefit of all future owners of said real estate.

1. **Use.** Waupaca County has zoned the Lots C-G (General Commercial) with a conditional use permit requirement for certain uses. Only uses permitted by the applicable zoning and approved by the Architectural Control Committee shall be permitted

2. **Structures.** Each structure constructed or placed on any Lot shall comply with the following minimum requirements:

a) The structure shall be designed so that all sides, elevations or facades of the structure are aesthetically pleasing and architecturally compatible with the structures on the other Lots.

b) The majority of the exterior and externally facing surfaces of the structure shall be constructed with not more than three (3) of the following materials, unless the use of another comparable material is authorized by the Architectural Control Committee:

- i. Brick
- ii. Architectural precast concrete panels (surface finish to be painted, stained or exposed aggregate)
- iii. Decorative concrete block
- iv. Cut stone
- v. Exterior insulation and finish systems

vi. Wood

vii. Metal panels only in the following locations: elevations not facing a roadway or residential area, temporary building expansion walls; a maximum of twenty-five percent (25%) of the front (street elevation) and a maximum of fifty percent (50%) for all other elevations

c) No loading dock shall face the street, unless the site configuration is such that it is unavoidable.

d) No outdoor storage of any kind shall be permitted unless such stored items are visually screened from all roadways with a suitable fence, vegetation, berm or combination thereof. The screening shall be attractive in appearance and compatible with the quality of the main structure and shall accomplish seventy-five percent (75%) opacity throughout the year. All storage areas shall be behind the front line of the principal structure on the Lot and within the building setback lines. No waste material or refuse may be dumped or permitted to remain on any part of the Lot outside of a building. Storage of fuel oil or other bulk fluids must be underground. All storage areas must be paved.

e) Dumpsters are required to be surrounded by an enclosure. The design and materials used for the construction of the enclosure shall be compatible with the other structures on the Lot. Cyclone fencing shall not be allowed. The enclosure shall be maintained in good repair, including necessary painting or surface maintenance.

3. **Parking/Loading.** The site plan for each Lot shall comply with the following minimum parking/loading requirements:

a) Off-street parking and loading areas shall be provided on each Lot and shall be of sufficient size to accommodate all planned or anticipated parking and loading needs of all occupants and visitors and comply with the applicable zoning ordinances regarding parking standards. No loading shall be allowed between any building and any street right-of-way.

b) All parking and loading areas shall be paved with either asphalt or concrete.

c) Parking may be permitted within the minimum building setback if allowed by applicable ordinances and approved by the Architectural Control Committee.

d) All paved areas adjacent to the street right-of-way shall be eighty percent (80%) screened a minimum two (2) feet in height.

4. **Landscaping/Green Space Requirements.** The site plan for each Lot shall comply with the following minimum landscaping/green space requirements:

a) A landscaping /green space minimum requirement of fifteen percent (15%) of

the surface area shall be maintained on each Lot.

b) Landscaping methods may include grading, earth berms, seeding, sodding, raised planters, architectural decorative walls or fencing, trees and shrubs, ground cover and other landscape materials, permanent sprinkler systems, fountains, storm sewer runoff retention ponds, reflective ponds, and landscape lighting.

c) Plant material selected shall provide for a variety of shade trees, evergreen trees and shrubs, ornamental trees and shrubs and ground covers. Plant material selection shall take into consideration the following: disease and insect resistance; hardiness to the area; ability to provide seasonal interest; future maintenance considerations, and the ability to accomplish the intended purpose of each placement.

5. **Signage.** All signage on a Lot shall comply with all applicable ordinances, codes and regulations and shall be approved by the Architectural Control Committee.

6. **Plan Review.** No structure, landscaping or other substantial improvement of any kind shall be constructed, placed or altered on any Lot until the plans and specifications for the improvement and a site plan showing the location of the improvement has been approved by the Architectural Control Committee as to it's design, color, type and quality of materials, quality of workmanship, location, height, grade, elevation and harmony of the design with the area, surrounding structures and existing topography.

a) Membership. The Architectural Control Committee shall be composed of Gene E. Young, Nicholas J. Mueller and Jeffrey L. Denkins. Each member of the Architectural Control Committee shall have the right to resign at any time. In the event of death or resignation of any member of the Committee, the remaining member(s) shall have full authority to designate a successor. A majority of the Architectural Control Committee may designate a representative to act for it.

b) Submission of Plans. At least thirty (30) days prior to commencement of construction of any structure; landscaping or other substantial improvement on any Lot, one (1) copy of the plans, specifications and site plan showing the proposed location of the structure, landscaping or improvement shall be submitted to the Architectural Control Committee. The Architectural Control Committee's approval or disapproval shall be in writing in a document which can be recorded and shall be signed by one (1) member of the Architectural Control Committee. In the event that a majority of the Architectural Control Committee fails to approve or disapprove the plans and specifications within thirty (30) days after receipt of same by any member of the Architectural Control Committee, approval shall not be required and this paragraph of these Protective Covenants shall be deemed to have been fully complied with. The Architectural Control Committee shall retain one (1) copy of all approved plans and specifications until construction is completed.

c) Variances. The Architectural Control Committee shall have the right to grant

such variances from any provision of these Protective Covenants as the Architectural Control Committee deems, in its sole discretion, to be reasonably necessary to provide the flexibility required for the commercial development of the Lots and not inconsistent with the general intent of these Protective Covenants, which is to insure the orderly and harmonious development of the entire Plat.

7. **Rules and Regulations.** The Lots shall be subject to the following rules and regulations which apply to all lots in the Plat.

a) No noxious or offensive activity shall be carried on upon any of the Lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

b) No motor driven boat of any kind shall be operated on any of the ponds within the Plat.

c) No trees, brush, plants or other vegetation shall be removed from any area designated as a conservation easement by the Plat, without the prior consent of the Architectural Control Committee.

d) No hunting of any kind shall be allowed on any portion of the Plat, including without limitation, the ponds.

8. **Subdivision of Lots.** After a Lot has been purchased, the Lot shall not be further subdivided without written consent of the Architectural Control Committee. No owner of a Lot may sell, lease or otherwise permit the occupancy of less than all of the Lot without the written consent of the Architectural Control Committee. The Architectural Control Committee may, in granting its consent, attach any conditions it deems appropriate. The foregoing provisions shall not apply to occupancy under leases of space in a building made in the ordinary course of business.

9. **Municipal Charges and Fees.** All fees and charges levied by the Town of Fremont or Waupaca County in connection with the construction of structures or improvements on the Lot shall be the responsibility of the owner of the lot. Such charges may include, but are not limited to, permit fees, review fees, utility connection charges and impact fees.

10. **Special Assessments and Charges.** Any unpaid special assessments, usage charges or other similar charges levied or assessed by the Town of Fremont or Waupaca County for the installation or use of any municipal improvement benefitting the Lot shall be the responsibility of the owner of the Lot. In the event the Lot is sold prior to the date on which any special assessment or other charge has been levied and assessed, the Lot shall be sold subject to the purchaser waiving notice of the assessment and hearing process and consenting to the assessment. The requirement for execution and delivery of a waiver and consent in a form

satisfactory to the Town of Fremont and/or Waupaca County shall be included in any purchase contract.

11. **Additional Restrictions.** The Declarant shall have the right to impose additional restrictions on any of the Lots by deed restriction or other appropriate means. Such restrictions shall be recorded in the Office of the Register of Deeds for Waupaca County, Wisconsin.

12. **Relationship to Ordinances.** The covenants and restrictions set forth in this Declaration of Protective Covenants are in addition to the applicable ordinances of the Town of Fremont and Waupaca County, which shall also apply to the Lot. In the event of a conflict between this Declaration of Protective Covenants, any additional deed restrictions imposed on the Lot and the ordinances of the Town of Fremont or Waupaca County, the more restrictive provision shall apply.

13. **Property Owner's Association.** The Declarant and/or the owners of all of the lots in the Plat, including the lots in future phases of the Plat, shall form a Property Owner's Association (the "Association") for the purpose of: (a) owning certain common areas conveyed by the Declarant to the Association; (b) maintaining the common areas, pedestrian walkways, signage and lighting and other common areas and facilities; and (c) paying the cost of the maintenance of the retention ponds by the Town of Fremont. The owners of each lot in the Plat, including the lots not subject to these Protective Covenants, shall be a member of the Association and shall be obligated to abide by such rules and/or regulations as the Association may establish from time to time.

Except as otherwise expressly provided in these Protective Covenants, the Association shall be responsible for the maintenance, repair and upkeep of all common areas and facilities within the Plat. In the event the Association defaults in its duty, the Declarant shall have the right to undertake any required maintenance, repairs or upkeep and to charge the cost thereof to the Association. In the event both the Association and the Declarant default in their duty, the Town of Fremont shall have the right to undertake any required maintenance, repairs or upkeep and to charge the cost thereof to the Association. In the event any amount due to the Town of Fremont is not paid when due, the Town of Fremont shall have the right to levy a proportionate share of such cost against each lot benefitted by the work performed by the Town of Fremont as a special assessment or charge on the real estate tax bill for such lot.

14. **Property Owner Association Assessments.** The Association shall have the right to charge a share of all reasonable and necessary costs incurred by the Association to the owner(s) of each of the lots included in the Association. The amount of the assessment for each single-family residence, duplex unit or condominium unit shall be equal. The amount of the assessment for each multi-family or commercial lot shall be determined by the Association on the basis of the use of the lot and the benefits received by the owner of the lot. The assessments may be made on the basis of costs actually incurred by the Association or annually on the basis of the estimated costs for the following year. The Declarant, or its successor shall be responsible for the assessment for any lot which is platted but not sold. The assessment shall apply to all of the lots, whether or not a structure has been constructed on the lot.

Any assessment not paid within thirty (30) days of billing shall bear interest at the rate of twelve percent (12%) per annum, until paid. In the event a member of the Association is in default in the payment of any assessment for a period of more than thirty (30) days, the Association may bring suit to enforce collection of the delinquent assessment and all costs of such proceeding, including reasonable attorney's fees, shall be the responsibility of its owner in default.

15. **Repurchase Rights of the Declarant.** The Declarant shall have the following repurchase rights with respect to each of the lots:

a) **Failure to Build.** In the event the owner of any Lot purchased from the Declarant does not commence construction on the Lot within eighteen (18) months after the date of purchase, the Declarant shall have the right to repurchase the Lot from the owner. The repurchase price shall be equal to the sum of the original purchase price plus any option fee or special assessments paid by the owner or the owner's predecessor in title; minus unpaid property taxes, prorated property taxes for the year of closing, title insurance premiums, recording fees, real estate transfer fees and other costs incurred by the Declarant in reacquiring the Lot;

b) **Resale of Vacant Land.** In the event the owner of any Lot purchased from the Declarant elects to sell any undeveloped portion thereof, such Lot shall first be offered, in writing, to the Declarant. Declarant shall have sixty (60) days from the receipt of such offer to accept or reject the purchase of the Lot, unless an extension of time is mutually agreed upon by the parties and set forth in writing. The purchase price of such parcel shall be computed as set forth in subparagraph (a) above and prorated to reflect the size of the parcel being sold. Conveyance shall be by warranty deed. In the event the Declarant does not exercise its right of repurchase, the owner may, for a period of six (6) months thereafter, sell such parcel to another purchaser subject to these Protective Covenants, which shall run with the parcel and be binding upon all subsequent owners.

16. **Term, Amendments, Enforceability and Severability.** These Protective Covenants shall run with the land and shall be binding upon and inure to the benefit of the owners of the Lots and all persons claiming under them for a period of twenty-five (25) years from the date these Protective Covenants are recorded. Thereafter, these Protective Covenants shall be automatically extended for successive ten (10) year periods, unless otherwise indicated in a written declaration signed by the then owners of a majority of the Lots and recorded in the office of the Waupaca County Register of Deeds. These Protective Covenants may be amended in whole or in part at any time by a document signed by the owners of two-thirds (2/3) of the Lots, approved by the Declarant and recorded in the Office of the Waupaca County Register of Deeds provided, however, no amendment shall relieve the owners of the Lots or the Association of their obligations under Paragraph 13 or limit the right of the Association to levy assessments pursuant to Paragraph 14. The Declarant and the owner of any of the Lots shall have the right to enforce these Protective Covenants by injunction or other lawful procedure and to recover any damages resulting from a violation thereof, together with actual attorneys fees and other costs of enforcement. The invalidation of any portion of these Protective Covenants by judgment or a

court order shall in no way affect any of the other provisions, which provisions shall remain in full force and effect. The termination of these Protective Covenants shall not result in the termination of, or otherwise affect, any other covenants, easements or restrictions affecting the Lots, including those of any other plat of which the Lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 13 and 14 shall survive the termination of these Protective Covenants.

IN WITNESS WHEREOF, the undersigned have caused these Protective Covenants to be executed on the 31 day of August, 2003.

WESTCOR DEVELOPMENT, INC.

By:

Gene E. Young, Director and Shareholder

By:

Nicholas J. Mueller, Director and Shareholder

By:

Jeffrey L. Denkins, Director and Shareholder

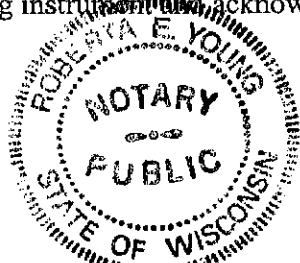
ACKNOWLEDGMENT

STATE OF WISCONSIN)

)SS

Winnebago COUNTY)

Personally came before me this 31 day of August, 2003 the above-named Gene E. Young, Nicholas J. Mueller and Jeffrey L. Denkins to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Roberta E. Young

Notary Public, State of Wisconsin

My Commission: Expires 6/25/06

This document was drafted by:
Russell J. Reff, Attorney at Law

FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE
COVENANTS

Document Number

Document Title

DOC#: 691899



WAUPACA COUNTY
Received For Record
MAY 20, 2004 AT 01:37PM

GEORGE E JORGENSEN
REGISTER OF DEEDS
Fee Amount \$15.00

Recording Area

15/3

Name and Return Address

WESTCOR DEVELOPMENT INC
5677 STATE RD 116
WINNECONNE WI 54986

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 clause, 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 HB Rev. 1/8/2004

WESTCOR DEVELOPMENT, INC.
a Wisconsin corporation

to

THE PUBLIC

**FIRST AMENDMENT TO
DECLARATION OF
PROTECTIVE
COVENANTS**

RE: Lots 1-14, 77-87, inclusive (hereinafter referred to individually as a "Lot" and collectively as the "Lots") and Outlots 1 and 2 of Grey Goose Landing Plat in the Town of Fremont, Waupaca County, Wisconsin (the "Plat").

Westcor Development, Inc., (the "Declarant") being the owner of all of the above-described real estate hereby amends the Declaration of Protective Covenants (the "Declaration") with respect to said real estate as follows:

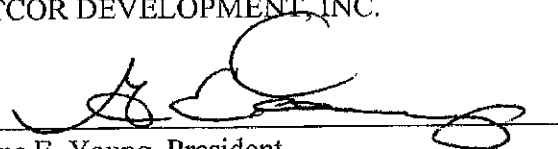
1. Paragraph 1 of the Declaration is amended and restated in its entirety to provide as follows:

"1. Use. Waupaca County has zoned the Lots C-G (General Commercial) with a conditional use permit requirement for certain uses. Only uses permitted by the applicable zoning and approved by the Architectural Control Committee shall be permitted. No Lot, other than Lots 79 and 80 shall be used for the construction or operation of a financial institution. The foregoing restriction shall not prohibit the installation of an automatic teller machine or similar equipment at a convenience store or other business not primarily engaged in providing financial services.

2. All provisions of the Declaration not expressly modified by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused these Protective Covenants to be executed on the 14th day of May, 2004.

WESTCOR DEVELOPMENT, INC.

By: 

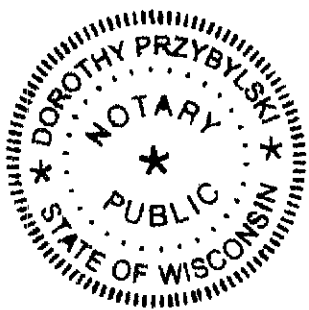
Gene E. Young, President

By: Jeffrey L. Denkins
Jeffrey L. Denkins, Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS
Waupaca COUNTY)

Personally came before me this 14th day of May, 2004 the above-named Gene E. Young and Jeffrey L. Denkins to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Dorothy Przybylski

Notary Public, State of Wisconsin
My Commission: 12-16-07

This document was drafted by:
Russell J. Reff, Attorney at Law

SECOND AMENDMENT TO
DECLARATION OF PROTECTIVE
COVENANTS

Document Number

Document Title

876677

Certified, Filed and or Recorded on
October 31, 2019 1:30 PM

Waupaca County
RECEIVED FOR RECORD
MICHAEL MAZEMKE
REGISTER OF DEEDS
Pages 10
Fee \$30.00

Recording Area

Name and Return Address

GREYGOOSE DEVELOPMENT
W2024 INDUSTRIAL DRIVE
KAUKAUNA, WI 54130

SEE ATTACHED

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 clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

GREYGOOSE DEVELOPMENT, INC.
A Wisconsin corporation

SECOND AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS

to

THE PUBLIC

RE: Lots 1-14, 77-87, inclusive (hereinafter referred to individually as a "Lot" and collectively as the "Lots") and Outlots 1 and 2 of Grey Goose Landing Plat in the Town of Fremont, Waupaca County, Wisconsin (the "Plat").

Greygoose Development, Inc., (the "Declarant") being the owner of all of the aboved-described real estate hereby amends the Declaration of Protective Covenants (the "Declaration") with respect to said real estate as follows:

Page 2 – Item vii is amended and restated in its entirety to provide as follows: vii. Metal panels, with restrictions as follows: Locations facing main roadway or residential area must be accompanied by an approved landscape plan that serves to enhance the neighborhood curb appeal of the proposed commercial building. The Architectural Control Committee reserves the right to make any and all exceptions to the building design guidelines as it feels is necessary to accommodate Corporate chain store building designs.

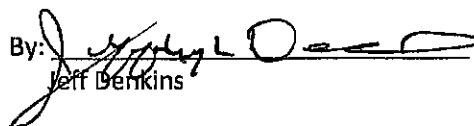
Page 3 - Item 6. under Plan Review, paragraph a) Membership. To delete Gene E. Young as member of Architectural Control Committee.

Page 6 – Item 16. under Term, Amendments, Enforceability, and Severability. Lines 7 and 8 to read: office of the Waupaca County Register of Deeds. These Protective Covenants may be amended in whole or in part at any time by a document signed by at least 1 of the owners of two-thirds

2. All provisions of the Declaration not expressly modified by this Second Amendment Shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused these Protective Covenants to be executed on the 3rd day of October, 2019.

GREYGOOSE DEVELOPMENT, INC.

By: 
Jeff Denkins

Attached Tax Parcel Numbers

06-31-73-1

06-31-73-2

06-31-73-3

06-31-73-4

06-31-73-5

06-31-73-6

06-31-73-7

06-31-73-8

06-31-73-9

06-31-73-10

06-31-73-11

06-31-73-12

06-31-73-13

06-31-73-14

06-31-73-77

06-31-73-78

06-31-73-79

06-31-73-80

06-31-73-81

06-31-73-82

06-31-73-83

06-31-73-84

06-31-73-85

06-31-73-86

06-31-73-87

06-31-73200

GREYGOOSE DEVELOPMENT, INC.
a Wisconsin corporation

to
THE PUBLIC

DECLARATION OF
PROTECTIVE
COVENANTS
(COMMERCIAL LOTS)

RE: Lots 1-14, 77-87, inclusive (hereinafter referred to individually as a "Lot" and collectively as the "Lots") and Outlots 1 and 2 of Grey Goose Landing Plat in the Town of Fremont, Waupaca County, Wisconsin (the "Plat").

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Committee, approval shall not be required and this paragraph of these Protective Covenants shall be deemed to have been fully complied with. The Architectural Control Committee shall retain one (1) copy of all approved plans and specifications until construction is completed.

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9. **Municipal Charges and Fees.** All fees and charges levied by the Town of Fremont or Waupaca County in connection with the construction of structures or improvements on the Lot shall be the responsibility of the owner of the lot. Such charges may include, but are not limited to, permit fees, review fees, utility connection charges and impact fees.

10. **Special Assessments and Charges.** Any unpaid special assessments, usage charges or other similar charges levied or assessed by the Town of Fremont or Waupaca County for the installation or use of any municipal improvement benefitting the Lot shall be the responsibility of the owner of the Lot. In the event the Lot is sold prior to the date on which any

special assessment or other charge has been levied and assessed, the Lot shall be sold subject to the purchaser waiving notice of the assessment and hearing process and consenting to the assessment. The requirement for execution and delivery of a waiver and consent in a form satisfactory to the Town of Fremont and/or Waupaca County shall be included in any purchase contract.

11. **Additional Restrictions.** The Declarant shall have the right to impose additional restrictions on any of the Lots by deed restriction or other appropriate means. Such restrictions shall be recorded in the Office of the Register of Deeds for Waupaca County, Wisconsin.

12. **Relationship to Ordinances.** The covenants and restrictions set forth in this Declaration of Protective Covenants are in addition to the applicable ordinances of the Town of Fremont and Waupaca County, which shall also apply to the Lot. In the event of a conflict between this Declaration of Protective Covenants, any additional deed restrictions imposed on the Lot and the ordinances of the Town of Fremont or Waupaca County, the more restrictive provision shall apply.

13. **Property Owner's Association.** The Declarant and/or the owners of all of the lots in the Plat, including the lots in future phases of the Plat, shall form a Property Owner's Association (the "Association") for the purpose of: (a) owning certain common areas conveyed by the Declarant to the Association; (b) maintaining the common areas, pedestrian walkways, signage and lighting and other common areas and facilities; and (c) paying the cost of the maintenance of the retention ponds by the Town of Fremont. The owners of each lot in the Plat, including the lots not subject to these Protective Covenants, shall be a member of the Association and shall be obligated to abide by such rules and/or regulations as the Association may establish from time to time.

Except as otherwise expressly provided in these Protective Covenants, the Association shall be responsible for the maintenance, repair and upkeep of all common areas and facilities within the Plat. In the event the Association defaults in its duty, the Declarant shall have the right to undertake any required maintenance, repairs or upkeep and to charge the cost thereof to the Association. In the event both the Association and the Declarant default in their duty, the Town of Fremont shall have the right to undertake any required maintenance, repairs or upkeep and to charge the cost thereof to the Association. In the event any amount due to the Town of Fremont is not paid when due, the Town of Fremont shall have the right to levy a proportionate share of such cost against each lot benefitted by the work performed by the Town of Fremont as a special assessment or charge on the real estate tax bill for such lot.

14. **Property Owner Association Assessments.** The Association shall have the right to charge a share of all reasonable and necessary costs incurred by the Association to the owner(s) of each of the lots included in the Association. The amount of the assessment for each single-family residence, duplex unit or condominium unit shall be equal. The amount of the assessment for each multi-family or commercial lot shall be determined by the Association on the basis of the use of the lot and the benefits received by the owner of the lot. The assessments may be made on the basis of costs actually incurred by the Association or annually on the basis of the estimated costs for the following year. The Declarant, or its successor shall be responsible

for the assessment for any lot which is platted but not sold. The assessment shall apply to all of the lots, whether or not a structure has been constructed on the lot.

Any assessment not paid within thirty (30) days of billing shall bear interest at the rate of twelve percent (12%) per annum, until paid. In the event a member of the Association is in default in the payment of any assessment for a period of more than thirty (30) days, the Association may bring suit to enforce collection of the delinquent assessment and all costs of such proceeding, including reasonable attorney's fees, shall be the responsibility of its owner in default.

15. **Repurchase Rights of the Declarant.** The Declarant shall have the following repurchase rights with respect to each of the lots:

a) Failure to Build. In the event the owner of any Lot purchased from the Declarant does not commence construction on the Lot within eighteen (18) months after the date of purchase, the Declarant shall have the right to repurchase the Lot from the owner. The repurchase price shall be equal to the sum of the original purchase price plus any option fee or special assessments paid by the owner or the owner's predecessor in title; minus unpaid property taxes, prorated property taxes for the year of closing, title insurance premiums, recording fees, real estate transfer fees and other costs incurred by the Declarant in reacquiring the Lot;

b) Resale of Vacant Land. In the event the owner of any Lot purchased from the Declarant elects to sell any undeveloped portion thereof, such Lot shall first be offered, in writing, to the Declarant. Declarant shall have sixty (60) days from the receipt of such offer to accept or reject the purchase of the Lot, unless an extension of time is mutually agreed upon by the parties and set forth in writing. The purchase price of such parcel shall be computed as set forth in subparagraph (a) above and prorated to reflect the size of the parcel being sold. Conveyance shall be by warranty deed. In the event the Declarant does not exercise its right of repurchase, the owner may, for a period of six (6) months thereafter; sell such parcel to another purchaser subject to these Protective Covenants, which shall run with the parcel and be binding upon all subsequent owners.

16. **Term, Amendments, Enforceability and Severability.** These Protective Covenants shall run with the land and shall be binding upon and inure to the benefit of the owners of the Lots and all persons claiming under them for a period of twenty-five (25) years from the date these Protective Covenants are recorded. Thereafter, these Protective Covenants shall be automatically extended for successive ten (10) year periods, unless otherwise indicated in a written declaration signed by the then owners of a majority of the Lots and recorded in the office of the Waupaca County Register of Deeds. These Protective Covenants may be amended in whole or in part at any time by a document signed by at least 1 of the owners of two-thirds (2/3) of the Lots, approved by the Declarant and recorded in the Office of the Waupaca County Register of Deeds provided, however, no amendment shall relieve the owners of the Lots or the Association of their obligations under Paragraph 13 or limit the right of the Association to levy assessments pursuant to Paragraph 14. The Declarant and the owner of any of the Lots shall have the right to enforce these Protective Covenants by injunction or other lawful procedure and

to recover any damages resulting from a violation thereof, together with actual attorneys fees and other costs of enforcement. The invalidation of any portion of these Protective Covenants by judgment or a court order shall in no way affect any of the other provisions, which provisions shall remain in full force and effect. The termination of these Protective Covenants shall not result in the termination of, or otherwise affect, any other covenants, easements or restrictions affecting the Lots, including those of any other plat of which the Lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 13 and 14 shall survive the termination of these Protective Covenants.

IN WITNESS WHEREOF, the undersigned have caused these Protective Covenants to be executed on the 31st day of ~~November~~ OCTOBER, 2019.

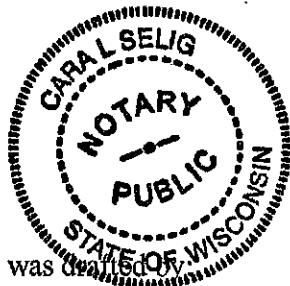
GREYGOOSE DEVELOPMENT, INC.

By: [Signature]
Jeffrey L. Denkins, Director and Shareholder

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS
Ooutagamie COUNTY)

Personally came before me this 31st October day of ~~November~~, 2019 the above-named Jeffrey L. Denkins to me known to be the person who executed the foregoing instrument and acknowledged the same.



[Signature]
Notary Public, State of Wisconsin
My Commission: expires 7/15/2023

This document was created by
Russell J. Reff, Attorney at Law
This document was amended by:
Jeffrey L. Denkins, Director and Shareholder

Document #: **881311**

Date: **04-23-2020** Time: **8:17 AM** Pages: **6**

Fee: **\$30.00** County: **WAUPACA** State: **WI**

MICHAEL MAZEMKE - REGISTER OF DEEDS

***The above recording information verifies
this document has been electronically

recorded and returned to the submitter***

**UNANIMOUS WRITTEN CONSENT
OF
THE ARCHITECTURAL CONTROL COMMITTEE**

Recording Area

Name and Return Address

David W. Platt
Godfrey & Kahn, S.C.
200 South Washington Street
Green Bay, WI 54301-4298

06-31-73-6

Parcel Identification Number (PIN)

First American Title-NCS Milwaukee
NCS- 973543 MKE

UNANIMOUS WRITTEN CONSENT
OF
THE ARCHITECTURAL CONTROL COMMITTEE

The undersigned, being all of the members of the Architectural Control Committee (the "Committee") of Lots 1-14, 77-87, inclusive (hereinafter referred to individually as a "Lot" and collectively as the "Lots") and Outlots 1 and 2 of Grey Goose Landing Plat in the Town of Fremont, Waupaca County, Wisconsin (the "Plat"), hereby unanimously consent to the following resolutions and agree to the actions taken thereby without a formal meeting of the members, or notice thereof:

RECITALS

WHEREAS, that certain Declaration of Protective Covenants was recorded with the Waupaca County Register of Deeds on September 4, 2003 as Document No. 677564 and amended by that certain First Amendment to Declaration of Protective Covenants recorded with the Waupaca County Register of Deeds on May 20, 2004 as Document No. 691899 (collectively, the "Declaration");

WHEREAS, the Declaration encumbers the Lots;

WHEREAS, the Declaration ensures the orderly and harmonious development of said real estate in conjunction with other portions of the Plat and imposes certain requirements, restrictions and limitations upon the use and occupancy thereof;

WHEREAS, no structure, landscaping or other substantial improvement of any kind shall be constructed, placed or altered on any Lot until the plans and specifications for the improvement and a site plan showing the location of the improvement has been approved by the Architectural Control Committee as to its design, color, type and quality of materials, quality of workmanship, location, height, grade, elevation and harmony of the design with the area, surrounding structures and existing topography, as set forth more particularly in the Declaration;

WHEREAS, DGI – Fremont, LLC, a Wisconsin limited liability company ("DGI"), is party (as successor-in-interest to Golden Warriors, LLC) to that certain Offer to Purchase with Grey Goose Development, LLC dated July 23, 2019 and accepted by Counter-Offer No. 1 on August 5, 2019 (collectively, the "Offer to Purchase"), whereby DGI intends to purchase that certain Lot described more particularly on Exhibit A attached hereto (the "Subject Site") for the purpose of building and leasing an approximate 9,100 square foot building to Dolgencorp, LLC (d/b/a Dollar General) on the Subject Site (the "Development");

WHEREAS, the Subject Site is located on a portion of the Lots;

WHEREAS, DGI has submitted to the Committee for its approval Development plans, specifications and a site plan, as required by the Declaration; and which are identified on Exhibit B attached hereto ("Plans"); and

WHEREAS, it is determined by the Committee to be in the best interest of the Lots, the Subject Site, the Plat, the owners of all of the lots in the Plat, and the Committee to approve the Development and the Plans.

RESOLUTIONS

NOW, THEREFORE, BE IT RESOLVED, that the Committee hereby approves the Development;

BE IT FURTHER RESOLVED, that the Committee hereby approves the Plans and hereby declares that the Plans either comply in all respects with the Declaration or any non-compliance in the Plans is hereby waived and a variance is hereby granted;

BE IT FURTHER RESOLVED, that the Development is a permitted use on the Subject Site;

BE IT FURTHER RESOLVED, that DGI and its lenders and third parties shall be entitled to rely upon this Consent as evidence of the Committee's approval of the Development and the Plans;

BE IT FURTHER RESOLVED, that no assessments or costs contemplated by Sections 13 or 14 of the Declaration are currently owed by the Subject Site or the fee simple owners of the Subject Site;

BE IT FURTHER RESOLVED, that this Consent shall run with the land and be binding upon the Subject Site; and

BE IT FURTHER RESOLVED, that any capitalized terms not otherwise defined herein shall have the meanings given such terms in the Declaration.

[Signature page follows.]

“MEMBERS”:

Madison COUNTY



EXHIBIT A

SUBJECT SITE

Lot Six (6), Grey Goose Landing, according to the recorded plat thereof, Town of Fremont,
Waupaca County, Wisconsin.

EXHIBIT B

PLANS

The "Plans" consist of the following, as attached to an email from DGI's counsel dated December 26, 2019:

- Dollar General's prototype plans and specs for the 9,100 square foot building to be constructed;
- Representative photo of Dollar General's 9,100 square foot building; and
- Landscape plan.