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Document Number	DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR FIRST ADDITION TO OLDE APPLE ACRES Title of Document
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See attached.

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 REGISTER'S OFFICE
 WINNEBAGO COUNTY, WI
 RECORDED ON

12/29/2004 12:58PM

SUSAN WINNINGHOFF
 REGISTER OF DEEDS

RECORDING FEE 29.00
 TRANSFER FEE
 # OF PAGES 10

Record this document with the Register of Deeds

Name and Return Address:

William G. Markee
 300, LLC
 100 N. Westhaven Drive
 Oshkosh, WI 54904

002-0165 002-0166
 002-0169 002-0170
 002-0174 002-0181

(Parcel Identification Number)

This instrument drafted by:
 Attorney Christopher R. Kindt
 Yakes, Bauer, Kindt & Phillips, S.C.

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DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR FIRST ADDITION TO OLDE APPLE ACRES SUBDIVISION

300, L.L.C., a Wisconsin limited liability company, hereinafter referred to as the "Developer," and the owner of the premises platted as First Addition to Olde Apple Acres Subdivision as described in Exhibit A attached hereto and made a part hereof, the plat of which has been recorded on the 7th day of June, 2002, in File 3 of Plats on Pages 121 and 121A as Document #1185498, Winnebago County Registry. The Developer, being the owner of all of the lands described in Exhibit A, does hereby make and impose the following Restrictions and Protective Covenants in regard to the uses to which said lots constituting said First Addition to Olde Apple Acres Subdivision may be put. This Declaration of Restrictions and Protective Covenants shall constitute covenants to run with the land described in Exhibit A as provided by law, and shall be binding upon all lot owners in First Addition to Olde Apple Acres Subdivision and all persons claiming under them, which Declaration of Restrictions and Protective Covenants shall be for the benefit of and the limitation upon all future owners of lots in said First Addition to Olde Apple Acres Subdivision; this Declaration of Restrictions and Protective Covenants being designed for the purpose of keeping First Addition to Olde Apple Acres Subdivision desirable, uniform and suitable in architectural design and use as herein specified.

A. Building Restrictions.

1. Residential Use. Except as provided herein, all of the lots described herein shall be used only for single family residential purposes and no other building shall be erected thereon other than a building designed for the use and occupancy of a single family residence not to exceed two (2) stories in height, plus an attic and a private attached garage; and that only one (1) such dwelling shall be constructed on each lot.

2. Lot Restrictions. No trailer, tent, shed, barn, temporary building, outbuilding, guest house or greenhouse shall be erected on any of the lots in this subdivision. No individual lot shall, at any time, be divided for the placement of an additional structure. A single lot, together with a contiguous lot or lots, may be used as one building site.

3. Dwelling Size. The ground floor of the dwelling, exclusive of one (1) story open porches and garages, shall not be less than the following:

a. For a one (1) story single family dwelling, sixteen hundred (1,600) square feet.

b. For a single family dwelling of more than one (1) story, one thousand (1,000) square feet with a total dwelling of not less than two thousand (2,000) square feet in size.

c. For a single family, story and a half loft dwelling, one thousand (1,000) square feet with a total dwelling of not less than eighteen hundred (1,800) square feet in size.

4. Setback Requirements. Setback lines for improvements shall be governed by Winnebago County codes and ordinances and Town of Algoma codes and ordinances.

5. Underground Utilities. All electric, telephone, cable television and all other utility services shall be laid underground.

6. Building Completion. Any building constructed on any lot affected by this Declaration of Restrictions and Protective Covenants shall be completed within one (1) year after the commencement of construction. In extraordinary circumstances, an extension of time may be obtained from the Architectural Control Committee. All structures, other than those constructed of ornamental masonry, brick or other finished surface, shall be painted with at least one (1) coat of paint.

7. Driveways and Approaches. All driveways shall be paved with concrete or asphalt within one (1) year of the issuance of a temporary occupancy permit. The number of driveways and their minimum and maximum widths are controlled by ordinances by the Town of Algoma.

8. Walls and Fences. No boundary wall/fence shall be constructed with a height of more than five (5) feet and no boundary line hedge or shrubbery shall be permitted with a height of more than four (4) feet. No wall/fence of any height shall be constructed on any lot until after the height, type, design and approximate location thereof shall have been approved in writing by the Architectural Control Committee. The heights or elevations of any wall/fence shall be measured from the existing elevations of the property at or along the applicable points or lines.

9. Basement Use. No person shall live in any basement unless the exterior of the dwelling above the ground has been completed in accordance with the plans and specifications for such dwelling.

10. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the lots in this subdivision except an owner of any lot in the subdivision may keep and maintain "household pets" which are defined as parakeets, canaries, dogs or cats only, and no owner of any lot in the subdivision may maintain or keep more than two (2) such household pets therein.

11. Nuisances. No obnoxious or offensive activity, including barking animals, shall be conducted on any lot in the subdivision nor shall anything be done thereon which may be, or become, an annoyance or nuisance in the subdivision. No junk cars or vehicles or outdoor storage of materials or garbage, trash or refuse disposal shall be permitted on any lot in the subdivision. No owner or other occupant of any lot in the subdivision shall repair or restore any vehicle of any kind on any lot, except within an enclosed garage or workshop.

12. Driveway Restriction. The following lots shall have no direct access from Westbreeze Drive: Lots 66, 67, 73, 74, 81, 82, 89, 90, 107, 118, 130, 135, 136, 141, 142 and 147.

13. Parking Restrictions. No truck with over a one (1) ton load carrying capacity or over twenty (20) feet in length may be parked on any lot or stored on any lot in any manner, including in any garage. Travel trailers, campers and boats may be parked on a lot in the subdivision, but not for more than forty-eight (48) hours in any calendar month without being removed to a location outside of the subdivision which are subject to this Declaration of Restrictions and Protective Covenants; except that such vehicles may be stored in a garage on the lot of the owner. This restriction does not affect trucks or other vehicles which may be engaged in construction or remodeling the dwelling on any lot or for installing site improvements. Further, no mobile home shall be parked outside on any lot in the subdivision at any time.

14. Signs. No sign of any kind shall be displayed in public view except:

a. Signs used by a builder to advertise property during construction.

b. Signs of the Developer for sale of lots.

c. One (1) sign of not more than eight (8) square feet may be used by an owner to advertise the lot and structure for sale.

d. Signs of a political nature supporting candidates for public office or referendum issues may be installed of not more than six (6) square feet each and may remain posted for not more than six (6) weeks.

15. Commercial Activities. All commercial activities of any kind or description are prohibited on any of the lots in the subdivision except that an owner may conduct a rummage sale of the owner's own tangible personal property or the tangible personal property of other owners in the subdivision once a year only.

16. Number of Buildings. No buildings shall be located on a lot except a dwelling with an attached garage. An owner may install on any lot a playhouse for children of not more than five hundred (500) square feet in size as long as that dwelling is maintained and has an esthetically appealing appearance. The Architectural Control Committee shall have the right to authorize another structure, in its sole discretion, with such restrictions and conditions as it may deem appropriate.

17. Relocation of Buildings. No building may be moved upon any lot in the subdivision without the approval of the Architectural Control Committee. Such approval must be obtained prior to the time such building is moved onto a public highway with the intended relocation on any lot in the above subdivision.

18. Enforcement. Enforcement shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any of the protective covenants herein contained either to restrain any such violation or to recover damages therefore. Invalidation of any of these protective covenants pursuant to legal proceedings shall not affect any of the other provisions which shall remain in full force and effect.

B. Approval of Plans. The Developer or Architectural Control Committee, hereinafter designated, shall reserve the right to approve buildings, structures, and other improvements placed on each lot for the purpose of ensuring development of the subdivision as an area of high standards. In addition, the Developer or Architectural Control Committee shall have the right to make exceptions to these restrictions when deemed necessary and proper in order to promote subdivision conformity and harmony.

1. Architectural Control Committee. The Developer, it's successors or assigns shall have the right to appoint, substitute and/or remove the members of the Architectural Control Committee. Home foundation grade for each lot shall be established by the Town of Algoma and no building shall be constructed which is in violation of the established grade height. The Architectural Control Committee is composed of William P. Mark, Gerald Frechette and William G. Markee. In the event of death or resignation or removal of any member of the Committee, the Developer shall have full authority to designate a successor until such time as said Committee ceases to exist. The Committee shall not be liable for actions taken or decisions made in good faith.

2. Owner Obligations. The owner of each lot, by acceptance of title thereto, covenants and agrees that no building, wall, fence or other structure shall be placed upon such lot unless and until the plans, specifications, and plot plan showing the location, existing and proposed grades of same, are approved in writing by the Architectural Control Committee. In addition, owners must obtain a construction permit, when required, from the Town of Algoma before commencing such construction. Architectural Control Committee approval shall be based upon, but not restricted to, the following considerations:

- a. External design and esthetics.
- b. Avoidance of repeat elevations.
- c. Quality of construction materials.
- d. Proposed location of improvements in relation to setbacks, topography of lot, finish grade elevation, drainage patterns and swales.

3. When Approval of Plans Not Required. If no Architectural Control Committee exists or if the Architectural Control Committee shall fail to approve or disapprove the plans and specifications within 60 days after written request, then such approval shall not be required; provided that no building or other structure shall be erected which violates any of the Covenants herein contained.

C. Utility Easements. Utility easements are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property as shown upon the plat of Olde Apple Acres Subdivision recorded in the public records of Winnebago County, Wisconsin. In addition to the easements shown on the Plat of the First Addition to Olde Apple Acres, an easement for installing and maintaining

future private or municipal utility facilities and for such other purposes incidental to the development of the property is granted over the front twenty (20) feet facing a public roadway for each lot in said First Addition to Olde Apple Acres Subdivision.

1. Maintenance of Easements. The lot owners of all lots upon which easements, culverts, or drainage swales are located are responsible for cleaning and maintaining the easement for its intended purpose. Ditch sections for conveyance of storm water must be kept free of obstructions, weeds, and flat spots. The ditch bottoms must be lined with turf only, and no alterations in grade and/or alignment is allowed. Drainage swales shall not be manipulated or altered in any way so as to impede, divert, or restrict the flow of water from its intended path as determined by the Master Grading Plan.

2. Repair of Easements. Lot owners shall be responsible for the restoration or repair of any damage caused to an easement or swale area by a utility company, Town of Algoma, or the Developer during construction/repair operations include, but are not limited to:

- a. Sanitary sewers.
- b. Storm sewers.
- c. Water mains/laterals.
- d. Electric installations.
- e. Natural gas installations.
- f. Cable television installations.
- g. Telephone installations.
- h. Curbs and sidewalks.
- i. Drainage ditches, swales, and easements.

3. Damage Claims. All claims for damages, if any, arising out of the construction, maintenance and repair of improvements in utility easements or on account of inconveniences caused thereby, against the Developer, or any utility company or municipality, or any of its agents or servants, are hereby waived by the owners.

D. Lot Grades. Master subdivision grading/surface drainage, erosion control, and home grade plans were prepared by the Developer and accepted by the Town of Algoma. Copies of these plans are available for lot owners' examination in the office of the Developer. They designate the manner in which each lot shall be finish graded and drained in relation to all other lots in the First Addition to Olde Apple Acres Subdivision.

1. Setting of Home Grade Elevation. The grade elevation of a home to be constructed on a lot shall be obtained from the Town of Algoma and included with the building permit issued by the Building Inspector. Construction of the home shall comply with the city approved grade elevation. No deviation therefrom shall be permitted without the Town of Algoma approval.

2. Filling in and Removing. The elevation or grading of a lot shall not be changed, nor may rock, gravel, or clay be excavated or removed from any property for any purpose without the prior approval of the Architectural Control Committee. The Developer shall have the right to use any dirt removed or excavated.

3. Developer Grading Responsibilities. The Developer shall be responsible for the maintenance of all lot grades to provide drainage during the time of subdivision development and prior to the sale of an individual lot.

4. Owner Grading Responsibilities. Homeowners are responsible for grading their lot in conformance with a Master Grading/Drainage Plan and the grades shown on their individual lot survey.

E. Landscaping. Each lot shall contain at least four (4) shade trees of which at least two (2) shall be in the front yard. These shade trees, at the time of planting, shall have a diameter of at least one and one-half (1 1/2) inches at a point six (6) inches above ground level. In the event a tree dies, another shade tree is to be planted within six (6) months. Each lot shall additionally contain a minimum of twelve (12) shrubs. No trees, shrubs bushes, landscape plantings, retaining walls or structures may be constructed which will impede or block planned drainage ways without prior written approval of the Town of Algoma. All landscaping and grass sodding/seeding shall be completed within one (1) year of the issuance of a temporary occupancy permit.

1. Lawn and Yard Maintenance. In addition to normal maintenance and mowing of lawn areas on a lot, the owner of each lot shall also maintain the sidewalk (if any), lawn and yard area in front of the lot from the property line (front lot line) to the paved portion of the public roadway. The lot owner shall keep this area, along with the rest of his or her lawn, free of debris and noxious weeds. Trees, shrubs, and plantings shall be kept neatly trimmed.

2. Landscaping in Accordance with the Approved Lot Grading Plan/Survey. Owner's lot landscaping shall not alter the yard grade as shown on the Approved Master Grading Plan and the lot survey. Accordingly, the owner is responsible to maintain all drainage swales, drainage easements, and ditches to the correct grades called for on the Master Grading Plan.

3. Drainage Condition Inspection Rights. The Developer, Builder, Town of Algoma Engineers and Building Inspectors shall have the right to enter upon any lot, at any time, for the purpose of inspecting drainage conditions resulting from owner landscaping.

F. Enforcement of Restrictions. The restrictions and covenants contained herein may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate the same. It shall be lawful for any subdivision lot owner, the Association or governmental body having authority over said subdivision, to prosecute such action. The judgment in any such proceedings, in addition to providing for remediation of the violation, shall provide that the party found guilty shall pay to the prosecuting party or parties their reasonable and proper attorney fees and expenses.

G. Conflicts of Covenants and Restrictions with Municipal Ordinances. In the event of any conflict between these covenants and restrictions and zoning or building ordinances or regulations of the Town of Algoma, County of Winnebago, or the State of Wisconsin, compliance with the more restrictive provision shall be required.

H. Amendments to Declaration. This Declaration may be changed, modified, or amended at any time by written Declaration setting forth the change. Such amendment shall become effective if executed by the owners of at least seventy-five percent (75%) of all lots in the subdivision with all signatures notarized and upon recording in the office of the Register of Deeds for Winnebago County, Wisconsin. The Developer's consent to the change shall be required as long as Developer owns any lot in the subdivision. Such consent shall be evidenced by execution of the amending Declaration by the Developer. As long as Developer owns any lot in the subdivision, Developer shall have the right, acting alone to:

1. Amend, alter, or modify these Restrictions above, if required by the Town of Algoma or any other governmental agency.
2. Amend, alter, or modify these Restrictions, if such proposed change is nonmaterial in character and in the best interests of the subdivision.

I. Agreement to Terms. By acceptance of a conveyance of property which is subject to this Declaration, the grantee, mortgagee, or transferee thereof acknowledges, accepts and agrees to each and every term, right, duty and obligation herein contained and confirms in and grants to the Developer, its successors and assigns, the right of enforcement of this Declaration as aforesaid.

Dated this 28th day of December, 2004.

300, L.L.C.

By: Rodney R. Oilschlager
Rodney R. Oilschlager, Manager Member

EXHIBIT A

Being all of Lots 17, 24, 25 and 32, Olde Apple Acres and part of the Northwest 1/4 of the Northeast 1/4, Southwest 1/4 of the Northeast 1/4, Northeast 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4, all being located in Section 18, Township 18 North, Range 16 East, Town of Algoma, Winnebago County, Wisconsin, bounded and described as follows: Beginning at the North 1/4 corner of Section 18; thence S89°50'03"E, 900.85 feet along the North line of the Northeast 1/4 of Section 18 to a point on a West line of Olde Apple Acres; thence S00°09'59"W; 686.00 feet along said West line to a point on the South Right of Way line of Duchess Lane; thence S89°41'11"E, 146.98 feet along said South Right of Way line to a point on the East line of said Lot 32; thence S00°18'50"W, 300.00 feet along said East line and the East line of said Lot 25 to a point on the North Right of Way line of Braeburn Street; thence N89°41'11"W, 146.21 feet along said North Right of Way line to a point on a West line of said Olde Apple Acres; thence S00°09'59"W, 66.00 feet along said West line to the South Right of Way line of Braeburn Street; thence S89°41'11"E, 146.04 feet along said South Right of Way line to a point on the East line of said Lot 24; thence S00°18'50"W, 300.00 feet along said East line and the East line of said Lot 17 to a point on the North Right of Way line of Crab Apple Lane; thence N89°41'11"W, 145.27 feet along said North Right of Way line to a point on a West line of Olde Apple Acres; thence S00°09'59"W, 933.48 feet along said West line and its extension southerly to a point on the North line of Lot 1 of Certified Survey Map Number 2970 as recorded in Volume 1 on Page 2970; thence N89°39'24"W, 942.92 feet along said North line and its extension westerly to a point on the West line of Lot 1 of Certified Survey Map 2944 as recorded in Volume 1 of Certified Survey Maps on Page 2944, thence N00°00'30"W, 2282.92 feet along said West line and its extension northerly to a point on the North line of the Northwest 1/4 Section 18; thence S89°25'31"E, 49.03 feet along said North line to the point of beginning; said parcel containing 51.6361 acres of land more or less.

AMENDMENT TO DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS FOR FIRST
ADDITION TO OLDE APPLE ACRES SUBDIVISION

Document Title

1367376

REGISTER'S OFFICE
WINNEBAGO COUNTY, WI
RECORDED ON

08/17/2005 01:05PM

JULIE PAGEL
REGISTER OF DEEDS

RECORDING FEE 25.00
TRANSFER FEE
OF PAGES 8

Recording Area

Name and Return Address

Midwest Real Estate
100 N. Westhaven
Oshkosh, WI 54904

Escrow Schmitt

Parcel Identification Number (PIN)

D-8

**AMENDMENT TO DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR FIRST ADDITION OLDE APPLE
ACRES SUBDIVISION**

300, LLC, a Wisconsin Limited Liability Company and other owners of lots in First Addition to Olde Apple Acres Subdivision which constitutes seventy-five percent (75%) of the lot owners in said subdivision; do hereby amend said Restrictions and Protective Covenants for First Addition to Olde Apple Acres Subdivision; the signatures of the lot owners approving this Amendment being attached hereto as Exhibit A, the lands to be conveyed to the Association attached hereto as Exhibit B, and the legal description of the lands constituting this subdivision the recording dates for the subdivision and the original Restrictions and Protective Covenants is attached hereto as Exhibit C.

The said Restrictions and Protective Covenants for First Addition to Olde Apple Acres Subdivision is amended by adding thereto Paragraph J which read as follows:

J. Homeowner's Association.

A homeowners Association has been incorporated known as Olde Apple Acres Homeowner's Association, Inc. (Association) for the purposes set forth below including the management and maintenance of the storm water retention pond described in Exhibit B attached hereto. Each owner of a lot in Olde Apple Acres Subdivision; First Addition to Olde Apple Acres Subdivision; and Second Addition to Olde Apple Acres Subdivision shall constitute a member of this Association. Membership in the Association shall pass to successive owners of each lot as part of the sale of each lot and the transfer of title.

1. Organization.

The Association shall be governed by a Board of Directors or set forth in the Bylaws for the Association. The initial Board of Directors shall consist of the following:

Keith Decker
Timothy Rusch
Rodney R. Oilschlager
William G. Markee
William P. Mark

The initial Board of Directors shall have a term commencing on the date the Bylaws became effective and terminating December 31, 2006. Commencing January 1, 2007 the Directors shall be elected as provided in the Bylaws.

2. Purpose of the Association.

The Association shall have the following duties as representatives of the owners of the lots of the subdivisions described above:

a. To represent both subdivision lot owners in regard to any action taken by a governmental body which may affect lot owners in the subdivision.

b. Establish rules and regulations for the operation of the Association in accordance with the Bylaws.

c. Plan and implement common events and social activities for the benefit of members as the Association may determine.

d. Such other purposes as the Association may deem appropriate as a common project, activity or expense for the benefit of the members.

e. The maintenance, repair and replacement for improvements for the storm water retention pond described in Exhibit B.

3. Assessments.

a. Each lot in the Subdivisions described above whose owners are the members of the Association shall be subject to an annual assessment for the purpose of paying the costs incurred by the Associations in performing its duties and discharging its obligations.

b. Costs covered by the assessment shall include, but not be limited to, payment of taxes, if any, insurance, repair, replacement or additions to the storm water retention pond as described in Exhibit C, including the cost of labor, materials and similar expenses. All costs the Association reasonably incurred in conducting its affairs and enforcing the provisions of this section shall also be covered by this assessment.

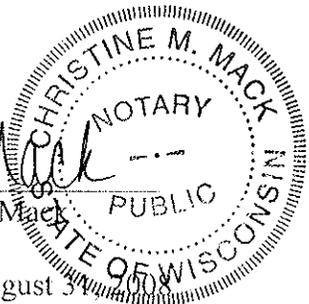
c. Assessments shall be approved at a duly convened meeting of the Board of Directors of the Association.

d. Assessments shall become due and payable thirty (30) days after the mailing or personal delivery of notice.

e. Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum until paid, and such unpaid assessments and the interest thereon shall constitute a continuing lien on the real estate against which it was assessed until they have been paid in full. The assessments and interest thereon shall also be the personal obligation of any current or subsequent owner of the lot against which the assessment was made.

f. The Association may record a document with the Register of Deeds in Winnebago County, Wisconsin, giving notice of a lien for any such unpaid assessment and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document shall be borne by the affected lot owner.

Christine M. Mack



Notary Public – Christine M. Mack
State of Wisconsin
My Commission Expires: August 31, 2008

This instrument drafted by: Attorney Gary R. Yakes

Return to: Mr. William G. Markee
Midwest Homes of Wisconsin, Inc.
100 North Westhaven Drive
Oshkosh, WI 54904

EXHIBIT B

STORM WATER DETENTION POND

Outlot 1 of Certified Survey Map Number 5763 as recorded in Volume 1 of Certified Survey Maps on page 5763 as Document Number 1364847.

Town of Algoma, Winnebago County, Wisconsin.

EXHIBIT C

LEGAL DESCRIPTION OF PLAT

The platted area of First Addition to Olde Apple Acres Subdivision, as recorded in the office of the Register of Deeds, Winnebago County, Wisconsin and described as follows:

Being all of Lots 17, 24, 25 and 32, Olde Apple Acres and part of the Northwest 1/4 of the Northeast 1/4, Southwest 1/4 of the Northeast 1/4, Northeast 1/4 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4, all being located in Section 18, Township 18 North, Range 16 East, Town of Algoma, Winnebago County, Wisconsin, bounded and described as follows: Beginning at the North 1/4 corner of Section 18; thence S89°50'03"E, 900.85 feet along the North line of the Northeast 1/4 of Section 18 to a point on a West line of Olde Apple Acres; thence S00°09'59"W; 686.00 feet along said West line to a point on the South Right of Way line of Duchess Lane; thence S89°41'11"E, 146.98 feet along said South Right of Way line to a point on the East line of said Lot 32; thence S00°18'50"W, 300.00 feet along said East line and the East line of said Lot 25 to a point on the North Right of Way line of Braeburn Street; thence N89°41'11"W, 146.21 feet along said North Right of Way line to a point on a West line of said Olde Apple Acres; thence S00°09'59"W, 66.00 feet along said West line to the South Right of Way line of Braeburn Street; thence S89°41'11"E, 146.04 feet along said South Right of Way line to a point on the East line of said Lot 24; thence S00°18'50"W, 300.00 feet along said East line and the East line of said Lot 17 to a point on the North Right of Way line of Crab Apple Lane; thence N89°41'11"W, 145.27 feet along said North Right of Way line to a point on a West line of Olde Apple Acres; thence S00°09'59"W, 933.48 feet along said West line and its extension southerly to a point on the North line of Lot 1 of Certified Survey Map Number 2970 as recorded in Volume 1 on Page 2970; thence N89°39'24"W, 942.92 feet along said North line and its extension westerly to a point on the West line of Lot 1 of Certified Survey Map 2944 as recorded in Volume 1 of Certified Survey Maps on Page 2944, thence N00°00'30"W, 2282.92 feet along said West line and its extension northerly to a point on the North line of the Northwest 1/4 Section 18; thence S89°25'31"E, 49.03 feet along said North line to the point of beginning; said parcel containing 51.6361 acres of land more or less.

Plat Recording Information:

Document Number 1185498
File 3 of Plats on pages 121-121a
Recording Date: June 7, 2002
First Addition to Olde Apple Acres

Original Restrictions and Protective Covenants of First Addition to Olde Apple Acres
Subdivision Recording Information: Dated 12/28/2004 and recorded on 12/29/2004 at 12:58
p.m. on Document #1340057 Winnebago County Registry.