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DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
WHISPERING WINDS OF CALEDONIA, INC.

KNOW ALL PERSONS BY THESE PRESENTS; that Whispering Winds of Caledonia, Inc. is a Wisconsin Corporation duly incorporated and existing under the laws of the State of Wisconsin, located at Fremont, Wisconsin (hereinafter referred to as "Declarant or Developer"). Declarant is the owner of Lots 1-51 and Outlot I, inclusive, in Whispering Winds, being a subdivision with the legal description attached hereto as Exhibits "A-1" & "A-2" (excluding Lot 52), in the Town of Caledonia, Waupaca County, Wisconsin, herein referred to as "Whispering Winds", and hereby makes the following declaration as to the general plan for the use, occupancy and enjoyment of Whispering Winds, and hereby specifies that such declaration shall constitute covenants to run with the land, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners and persons claiming under them, and binding on Whispering Winds.

1. General Purpose: The purpose of these covenants is to assure the development of lots as an attractive residential area, to prevent nuisances, and to secure each owner of Whispering Winds has the full benefit and enjoyment of their property.

2. Land Use and Building Type: All lots shall be used for single family residential purposes only. No building other than a single family dwelling and one approved out building shall be allowed on any one lot. No mobile homes, modular home or manufactured home may be brought onto the property for use as a personal residence. No residence shall exceed 2-1/2 stories in height. Each residence shall have an attached garage for at least two (2) or a maximum of three (3) vehicles. All residences must have a basement or standard four (4) foot footing walls.

Minimum floor plan size:

One-story	1700 sq. ft. minimum living area
One and one-half story	2000 sq. ft. minimum living area
Two story	2250 sq. ft. minimum living area

(Note: areas known as garages, breezeways, porches and basements shall not be included in the designation of "living area" for purposes of satisfying these square footage requirements.)

Roof: Pitch 6/12 or greater.

Well: One well will be drilled on each lot for the dwelling on it.

Septic System: A septic system will be constructed on each and every lot in accordance with the requirements of the State of Wisconsin and installed to serve each dwelling.

691564

DOC# 697665

Setback: Minimum lot setback to comply with the Town of Caledonia and Waupaca County ordinances, but shall not be less than fifty (50') feet from the closest point of the closest structure to the road, or at least twenty (20') feet from any other lot line.

Outbuilding: Building size shall be no larger than 800 sq. ft. with side wall height not exceeding ten (10') feet and located no closer than twenty (20') feet from property line. Only one outbuilding shall be allowed per lot and shall be located in the rear of the house. Any outbuilding shall match or be coordinated in style and color with the exterior of the dwelling located on the same lot.

3. Other Building Types: No used or existing buildings shall be moved on to any lot. All buildings shall be new construction. Prefabricated, modular constructed buildings, and double-wide dwellings are prohibited. No structures of any temporary nature or character including, but not limited to, trailer or mobile homes, camping trailers, tents, shacks, barns, or similar structures shall be permitted on any lot, either temporary or permanently. No structure other than a completed residence may be occupied.

4. Division of Lots: No originally platted lot shall be subdivided. It shall be permissible to combine three (3) lots and subdivide them into two (2) lots, both of which are larger than any of the original three (3) lots.

5. Construction Requirements: The construction of the residence must commence within one (1) year of the closing date of the purchase of the lot from the Developer. Completion of construction of the residence including grading and the planting of the lawn shall occur within one (1) year, and landscaping within two (2) years from the visible start of construction. Completion of the construction of additional building upon the lot must also be completed within one (1) year of the visible start of construction of such additional building.

All excess fill material to be removed from any lot shall be used as fill material for other areas in Whispering Winds Subdivision. The owner of any lot which has excess fill material shall make arrangements with the Developer to determine the location to which the excess fill material should be transported. If the excess fill material is being transported to a lot owned by the Developer, the owner of the lot with the excess fill material shall pay for the cost of transporting the material. If the excess fill material is being transported to a lot owned by someone other than the Developer, the owner of the lot to which the excess fill material is being transported shall pay for the cost of transporting the material. The owner of the lot receiving the fill material shall be responsible for leveling and grading the material after it is unloaded.

6. Driveways: All driveways (from garage to the lot line) shall be either concrete or asphalt and shall be completed not later than two (2) years after occupancy, or two (2) years after the paving of the fronting road, which will be completed by the Developer.

7. Utilities: All utility services, including, but not limited to, electrical, phone, gas, and cable must be underground to and from buildings.

691564

DOC#:

8. Storage Tanks: No above ground or underground storage tanks shall be permitted, except for LP tanks in the event of unavailability of natural gas to any particular owner's lot line.

9. Solar Collectors: No solar collectors may be placed on any building or structure.

Other Restrictions on use of Property

10. Wooded Lots: Trees greater than eight (8) inches in diameter shall not be removed from any wooded lot unless damaged, dead, diseased, or reasonably necessary for constructing a dwelling or outbuilding, unless permission is given by the Declarant or, in the event the Declarant no longer owns any lots in Whispering Winds, then the Architectural Control Committee may give permission. Lot Owner shall try to maintain a wooded appearance in a reasonable manner.

11. Billboards and Signs: No signs of any kind shall be displayed to the public view on any lot except an address sign of not more than one square foot and one sign of not more than six (6) square feet advertising the property during the construction and sales period, except that Developer may use signs of any size and quantity for advertising properties for sale in the subdivision.

12. Nuisance: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to other lot owners or occupants of dwellings in the subdivision or neighboring properties.

13. Pets and Animals: No animals may be kept or permitted, except animals which are bona fide household pets kept for personal use, rather than for sale or breeding purposes. No single residence may have more than two (2) dogs, or two (2) cats or combinations of three (3) such pets, (Example; two (2) dogs and one (1) cat, or two (2) cats and one (1) dog). Pets shall not be allowed to roam either freely or on a leash on other owner's properties.

14. Firearms: No discharging of any firearms on any lots within the subdivision. Hunting is prohibited.

15. Outside Parking: All unlicensed vehicles must be parked inside a garage or legal outbuilding. Disabled licensed vehicles must also be stored inside.

16. Lot & Site Maintenance: The owner of any developable lot is required to perform all necessary maintenance and lot upkeep. No trash, waste, brush or weeds shall be permitted. During building construction the site shall be maintained in a neat and orderly manner at the conclusion of each day. Construction debris shall be contained at all times in some manner as to prevent such material from blowing onto neighboring properties and/or roads.

Additionally, the owner shall be responsible to maintain the berms and vegetation such as trees, which have been constructed or planted by the Declarant. No removal of the

DOC# 707665

DOC# : 691564

berms/vegetation which is intended to insure privacy shall take place without contacting the Architectural Control Committee pursuant to Paragraph 28 hereinafter.

17. Weed Control: All lot owners shall properly maintain the lawn and landscaping on each lot and shall provide for adequate weed and erosion control.

18. Burning: Only controlled burning of fires will be allowed. Fire must be contained in a fire pit or outside fireplace area and be of a nuisance free, safe condition.

19. Outside Lighting: No yard lights except for decorative front, side and back lights.

20. Recreational Vehicles: All recreational vehicles including, but not limited to, motor homes, camping trailers, snowmobiles, boats, motorcycles, all terrain vehicles and dirt bikes shall be stored inside during the "off season" of use of such vehicles. No operation of motorized recreational vehicles in subdivision (ATV's, snowmobiles, dirt bikes, etc.) other than for property maintenance. Snowmobiles or 4-wheelers may go down the side of road if it is the only access to a public trail, but only in a non-disturbing manner.

21. Antennas: Satellite dishes with a maximum diameter of twenty-four (24) inches will be permitted on each lot in the subdivision. All other antennas must be contained within the home and not be mounted on the roof. Towers are prohibited.

22. Drainage: No lot owner shall obstruct the flow of surface water drainage so as to create lot problems for owners of neighboring lots. Lot owners are responsible for driveway culverts when installed.

23. Outside Parking and Storage: All unlicensed vehicles must be parked inside a garage or legal outbuilding. No salvage area for any materials shall be permitted on any parcel or parcels. No buses, semi-tractors, semi-trailers or semi-cabs may be parked overnight or parked in the subdivision. No overnight or extended day parking (12 hours or more) on streets other than during periods of construction of homes, buildings or roads will be permitted.

24. Garbage: All garbage and trash shall be stored in sanitary garbage containers. All containers shall be stored inside garage or outbuilding, and may be put out one (1) day prior to pickup.

25. Commercial Operations: Except as may be otherwise prohibited by applicable zoning ordinances, any business or commercial operations conducted out of a residence shall be limited to those which do not include any use of the garage or any detached building for such operations and which may not expect to exceed more than five (5) drive-up customers per day.

26. Easements: Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for Whispering Winds or as recorded separately with the Waupaca County Register of Deeds. 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.

DOC# 707665

691564

DOC#:

27. Ownership of Multiple Lots: Any purchaser who owns more than one (1) lot connecting or otherwise must maintain any such lots in a way consistent with subdivision covenants. Such properties will be kept in a neat, attractive, well maintained condition.

28. Architectural Control: No residence may be erected on any lot in Whispering Winds until the plans and specifications have been submitted to and approved by Declarant. All building plans and the exterior design of each building to be constructed, added to or modified and all yard grades and stakeout surveys must be approved by Declarant, in writing, prior to application for a town building permit. Declarant's approval shall be based upon the building and use restrictions contained in these covenants for Whispering Winds. A copy of these covenants shall be obtained and reviewed by owner prior to submitting plans to Declarant for approval. Declarant may withhold exterior design approval if the design is too similar in appearance to others in close proximity. All plans and specifications shall be delivered to:

WHISPERING WINDS OF CALEDONIA, INC.
Architectural Control Committee
E9611 State Highway 96
Fremont, WI 54940

Basic site features such as fences and special structures including but not limited to decks, gazebos, pool houses, swimming pools, tennis or sport courts, retaining walls (which shall only be constructed of natural stone, wood timbers or certain artificial stone products if specifically approved in writing by Declarant), berms more than three feet and other temporary or permanent structures or elements contributing significantly to the total environmental effect of Whispering Winds are subject to the prior written approval of

Declarant. No special structures shall be permitted forward of the rear line of the residence without the prior approval of the Declarant. In-ground swimming pools may be permitted, subjected to approval of the Declarant provided they meet all applicable town, county or other municipal/governmental approving authorities' ordinances and specifications. All swimming pool related equipment including but not limited to pool pump, heater and filter equipment must be concealed in an enclosure located next to the home or attached garage to minimize the noise and visibility to adjoining properties. A different location may be allowed if approved in writing by Declarant. Children's outdoor playground equipment and play structures shall be allowed provided that any part of such equipment or structure that is an enclosure must be approved in writing by Declarant prior to installation. Outdoor dog kennels and dog runs are not allowed.

In addition to the requirements of these restrictions and covenants for Whispering Winds, all construction shall comply with applicable zoning and building code requirements. It is not intended that the Declarant have full knowledge of or expertise in matters of zoning and building codes and Declarant shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle storm water drainage. Such responsibility shall be the sole responsibility of each individual property owner.

DOC# 707665

DOC#: 691564

29. Park Association.

I. Each Owner of Lots 1-15 and Lots 17-51 in Whispering Winds shall, by these Covenants, automatically become a member in the non-profit corporation known as Whispering Winds of Caledonia Park Association, Inc. Such membership under Chapter 181 Wisconsin Statutes shall continue until ownership is terminated by transfer of ownership by deed to a new Owner. Upon any new Owner acquiring property in this subdivision, such new Owner shall automatically become a member of the Association until subsequent ownership transfer.

The Association is incorporated as a non-profit corporation under Chapter 181 Wisconsin Statutes. The Articles and By-Laws of the Association state that the Association has two purposes as follows:

- A. To assess, collect and pay pro-rated costs for maintenance of a park located in Whispering Winds, including the maintenance of Lot 16 of Whispering Winds, in the Town of Caledonia, Waupaca County, Wisconsin, and determining rules for the uses of said park.
- B. To serve as the replacement architectural control entity at the time that the Developer no longer owns any lots in Whispering Winds.
- C. The purposes stated in the Articles of Incorporation and By-laws.

Internal operations of the Association are controlled by Articles and By-Laws. The By-Laws provide that for so long as the Developer owns any lots in the subdivision the Developer shall control appointment of a three-person Board of Directors. When the Developer no longer owns any lots in the subdivision then the members of the Association shall nominate and elect a three-member Board, each member of which shall be an owner of property in the subdivision. As long as the Developer owns any lots in Whispering Winds, the Developer will maintain possession of the Articles and By-Laws after which these will be transferred to the custody of the Board of Directors elected by the members of the Association.

Any unpaid assessments imposed by the Association shall constitute a mortgage lien under Chapter 846 Wisconsin Statutes against the lot or lots to which the unpaid assessments apply enforceable by foreclosure and sale, in addition to any other remedy available for collection by the Association in law or equity, and the owners failing to pay assessments when due shall further be liable to the Association for all costs of collection including reasonable attorneys fees.

II. A. Restrictions on Use Development for Lot 16.

- 1. Purpose. This paragraph has been created for the purpose to assure Lot 16 shall be permanently retained as a park for the benefit of the owners of Lots 1-15 and Lots 17-51. The restrictions and requirements herein supercede and

DOC# 707665

DOC#: 691564

DOC#: 695969

690888

take priority over any other conflicting or inconsistent private covenants applicable to this property, if any.

- 2. Permitted Uses and Structures. The following uses are permitted on Lot 16: park uses and park-related structures.
- 3. Prohibited Uses and Structures. The following uses and structures are prohibited on Lot 16: motorized vehicles, machines, or motorized all terrain vehicles of any kind in nature except for periodic maintenance or the building of structures; the storage of vehicles, materials or equipment of any kind; or any other use inconsistent with a park.
- 4. Maintenance Easement. There shall be an affirmative duty to maintain, protect and manage Lot 16 consistent with the purpose, permitted uses and prohibited uses and structures enumerated above. The Town of Caledonia shall have the unqualified right to enter upon such Lot 16 for inspection and, if necessary, maintenance in the event of non-performance. Town maintenance costs shall be equally assessed among the owners of Lots 1-15 and Lots 17-51.

B. Creation and Organization.

- 1. Creation. The Owner (Whispering Winds of Caledonia, Inc.) has created Whispering Winds of Caledonia Park Association, Inc. (the "Association") as a nonprofit and nonstock corporation. The Owner shall convey fee simple title of Lot 16, unencumbered by any lien, to the Association. The Association shall adopt By-laws amplifying upon, but not inconsistent with, the provision of this subsection B.
- 2. Purpose of Association.
 - a. To assess, collect and pay pro-rated costs for park upkeep and management for the park located in Whispering Winds, including the maintenance of Lot 16 of Whispering Winds.
 - b. To serve as the replacement architectural control entity at the time that the Developer no longer owns any lots in Whispering Winds.
 - c. Any other lawful purpose consistent with the Corporation being a Non-stock Corporation and a Non-profit Corporation.
 - d. The purposes stated in the Articles of Incorporation and By-laws.
- 3. Mandatory Membership. The Association shall have only one class of members. Every beneficial owner (fee simple ownership as distinguished from a

DOC# 707665

DOC#: 691564

DOC#: 690888
DOC# 695968

security holder) of Lots 1-15 and Lots 17-51 shall be a member. Membership shall terminate on such member's ceasing to be the beneficial owner of a lot.

4. Miscellaneous. The internal operations of the Association are controlled by the Articles and By-laws, including, but not limited to, voting rights, annual meeting, and special meetings.

C. Board of Directors.

1. General Powers. The affairs of the Association shall be managed by the Board of Directors. The By-laws provide that for so long as Whispering Winds of Caledonia, Inc. owns any lots as described in Lots 1-15 and Lots 17-51 of Whispering Winds, shall control appointment of a three (3) person Board of Directors. When Whispering Winds of Caledonia, Inc. no longer owns any lots in Lots 1-15 and Lots 17-51 of Whispering Winds, then the Members of the Association shall nominate and elect, at a minimum, a three (3) member board, each member of which shall be an owner of a lot in the property described in Lots 1-15 and Lots 17-51 of Whispering Winds. As long as the Developer owns any lots in Whispering Winds, the Developer will maintain possession of the Articles and By-laws after which these will be transferred to the custody of the Board of Directors elected by the members of the Association.

2. Terms, Offices and Vacancies. The internal operations, powers, authority and other related matters for the Board of Directors shall be controlled by the Articles and By-laws.

D. Fees and Assessments.

1. Determination of Annual and Special Assessments.

a. The corporation shall establish an annual budget in advance for each calendar year of all corporation expenses for such year which may be required for the proper operation and management of the corporation and for the ownership, maintenance, improvement, policing and/or preservation of real estate in which the corporation's members shall have common rights of usage and enjoyment. The annual budget shall be in a minimum amount equal to the estimated expenses of the Corporation. Review and discussion and approval of such annual budget shall be an agenda item at each annual members' meeting of the corporation. Copies of such budget shall be delivered to each member along with the notice of annual meeting, if not before.

b. Special assessments, other than those described in subparagraph (a) above, may be made by the corporation pursuant to section 779.70, Wis. Stats.

2. Allocation of Assessments. Unless otherwise provided under section 779.70, Wis. Stats., all assessments levied shall be equal in amount against each lot.

DOC# 707665

DOC#: 691564

Assessments shall be due and payable at any time after thirty (30) days from the date of the levy as determined by the Board of Directors.

3. Collection of and Interest Upon Unpaid Assessment. Any assessment, or installment thereof, not paid when due shall bear interest, at the rate of twelve percent (12%) per annum from the date when due until paid. Each lot owner shall be personally liable to pay any assessment including interest thereon and costs of collection which shall include reasonable attorneys' fees. The Association may bring an action against the lot owner for the collection of any unpaid assessment.

4. Assessments Constitute Liens. All assessments, until paid, together with interest thereon and actual costs of collection, constitute a lien on the lots on which they are assessed, if a claim for lien is filed with six (6) months from the date of the levy in conformity with the provisions of section 779.70, Wis. Stats.

5. Enforcement of Lien. Enforcement of such lien by the corporation shall be in conformity with the provisions of section 779.70, Wis. Stats.

6. Assignment of Fees and Assessments. In the event any member whose fees and assessments are paid in full, shall, during the year in which such fees and assessments are paid, terminate his or her membership by sale if his or her lot, he or she shall be entitled to assign to the buyer the benefit of the paid fees and assessment.

E. General Provisions.

1. Relation to Public Regulations. Where the provisions in this Document impose greater restrictions than any statute, ordinance, or rule, the provisions of this Document shall prevail. Where the provisions of any statute, ordinance or rule impose greater restrictions than this Document, the provisions of the statute, ordinance, or rule shall prevail.

2. Severability. Invalidation of any one of the provisions of this Document by judgment or order of a court of competent jurisdiction shall not affect any other provision which shall remain in full force and effect.

3. Enforcement. These restrictions shall run with the land and be binding upon the Owner, its successors and assigns. All future transfers of any lots shall be made subject to the restrictions, obligations, and conditions set forth in this Document. It is understood that the acceptance of a deed for any lot by any purchaser is to be considered as an agreement to abide by the restrictions, obligations and conditions of this Document. The Association or any lot owner may enforce the provisions of this Document by proceedings in law or equity against any person violating or attempting to violate the provisions of this Document, either to restrain violation or to recover damages, or both. The Town of Caledonia may enforce any provision of this Document.

DOC# 707565

DOC#: 690888
DOC# 695968

691564

DOC#:

4. Modification. Any amendment or modification of Part A, B, C, D, or E of this Document shall require the written approval of any Town or County plat approval authority, if any, to the extent required by law.

30. Pond Association.

I. Each Owner of Lots 35, 36, 37, 38, 39, 40, 42 & 43 in Whispering Winds (hereinafter referred to as "Pond Lots") shall, by these Covenants, automatically become a member in the non-profit corporation known as Whispering Winds of Caledonia Pond Association, Inc. Such membership under Chapter 181 Wisconsin Statutes shall continue until ownership is terminated by transfer of ownership by deed to a new Owner. Upon any new Owner acquiring one of the Pond Lots, such new Owner shall automatically become a member of the Association until subsequent ownership transfer.

The Association is incorporated as a non-profit corporation under Chapter 181 Wisconsin Statutes. The Articles and By-Laws of the Association state that the Association has two purposes as follows:

- A. To assess, collect and pay pro-rated costs for maintenance of the pond located in Whispering Winds, including the maintenance of Outlot 1 (said pond) of Whispering Winds and determine the uses of said pond.
- B. Any other lawful purpose consistent with the Corporation being a Non-stock Corporation and a Non-profit Corporation.
- C. The purposes stated in the Articles of Incorporation and By-laws.

Internal operations of the Association are controlled by Articles and By-Laws. The By-Laws provide that for so long as the Developer owns any Pond Lots in the subdivision the Developer shall control appointment of a three-person Board of Directors. When the Developer no longer owns any Pond Lots in the subdivision then the members of the Association shall nominate and elect a three-member Board, each member of which shall be an owner of property in the subdivision. As long as the Developer owns any Pond Lots in Whispering Winds, the Developer will maintain possession of the Articles and By-Laws after which these will be transferred to the custody of the Board of Directors elected by the members of the Association.

Any unpaid assessments imposed by the Association shall constitute a mortgage lien under Chapter 846 Wisconsin Statutes against the lot or lots to which the unpaid assessments apply enforceable by foreclosure and sale, in addition to any other remedy available for collection by the Association in law or equity, and the owners failing to pay assessments when due shall further be liable to the Association for all costs of collection including reasonable attorneys fees.

DOC# 707665

DOC#: 691564

II. A. Restrictions on Use Development for Outlot 1.

1. Purpose. This paragraph has been created for the purpose to assure Outlot 1 shall be permanently retained as a pond for the benefit of the owners of Lots 35, 36, 37, 38, 39, 40, 42 & 43. The restrictions and requirements herein supercede and take priority over any other conflicting or inconsistent private covenants applicable to this property, if any.
2. Permitted Uses and Structures. The following uses are permitted on Outlot 1: a pond not inconsistent with the prohibited uses and structures.
3. Prohibited Uses and Structures. The following uses are prohibited on Outlot 1: the use of motorized boats, jet skis, wave runners, or any other motorized water vehicle.
4. Maintenance Easement. There shall be an affirmative duty to maintain, protect and manage Outlot 1 consistent with the purpose, permitted uses and prohibited uses and structures enumerated above. The Town of Caledonia shall have the unqualified right to enter upon such Outlot 1 for inspection and, if necessary, maintenance in the event of non-performance. Town maintenance costs shall be equally assessed among the owners of Lots 35, 36, 37, 38, 39, 40, 42 & 43.

B. Creation and Organization.

1. Creation. The Owner (Whispering Winds of Caledonia, Inc.) has created Whispering Winds of Caledonia Pond Association, Inc. (the "Association") as a nonprofit and nonstock corporation. The Owner shall convey fee simple title of Outlot 1, unencumbered by any lien, to the Association. The Association shall adopt By-laws amplifying upon, but not inconsistent with, the provision of this subsection B.

2. Purpose of Association.

- a. To assess, collect and pay pro-rated costs for maintenance of the pond located in Whispering Winds, including the maintenance of the pond located at Outlot 1 of Whispering Winds.
- b. Any other lawful purpose consistent with the Corporation being a Non-stock Corporation and a Non-profit Corporation.
- c. The purposes stated in the Articles of Incorporation and By-laws.

3. Mandatory Membership. The Association shall have only one class of members. Every beneficial owner (fee simple ownership as distinguished from a security holder) of Lots 35, 36, 37, 38, 39, 40, 42 & 43 shall be a member.

DOC# 707665

DOC#: 691564

Assessments shall be due and payable at any time after thirty (30) days from the date of the levy as determined by the Board of Directors.

3. Collection of and Interest Upon Unpaid Assessment. Any assessment, or installment thereof, not paid when due shall bear interest, at the rate of twelve percent (12%) per annum from the date when due until paid. Each lot owner shall be personally liable to pay any assessment including interest thereon and costs of collection which shall include reasonable attorneys' fees. The Association may bring an action against the lot owner for the collection of any unpaid assessment.

4. Assessments Constitute Liens. All assessments, until paid, together with interest thereon and actual costs of collection, constitute a lien on the lots on which they are assessed, if a claim for lien is filed with six (6) months from the date of the levy in conformity with the provisions of section 779.70, Wis. Stats.

5. Enforcement of Lien. Enforcement of such lien by the corporation shall be in conformity with the provisions of section 779.70, Wis. Stats.

6. Assignment of Fees and Assessments. In the event any member whose fees and assessments are paid in full, shall, during the year in which such fees and assessments are paid, terminate his or her membership by sale if his or her lot, he or she shall be entitled to assign to the buyer the benefit of the paid fees and assessment.

E. General Provisions.

1. Relation to Public Regulations. Where the provisions in this Document impose greater restrictions than any statute, ordinance, or rule, the provisions of this Document shall prevail. Where the provisions of any statute, ordinance or rule impose greater restrictions than this Document, the provisions of the statute, ordinance, or rule shall prevail.

2. Severability. Invalidation of any one of the provisions of this Document by judgment or order of a court of competent jurisdiction shall not affect any other provision which shall remain in full force and effect.

3. Enforcement. These restrictions shall run with the land and be binding upon the Owner, its successors and assigns. All future transfers of any lots shall be made subject to the restrictions, obligations, and conditions set forth in this Document. It is understood that the acceptance of a deed for any lot by any purchaser is to be considered as an agreement to abide by the restrictions, obligations and conditions of this Document. The Association or any lot owner may enforce the provisions of this Document by proceedings in law or equity against any person violating or attempting to violate the provisions of this Document, either to restrain violation or to recover damages, or both. The Town of Caledonia may enforce any provision of this Document.

DOC# 707665

DOC# 695968

690888

DOC# 695968

DOC#: 691564

DOC#: 691564

4. Modification. Any amendment or modification of Part A, B, C, D, or E of this Document shall require the written approval of any Town or County plat approval authority, if any, to the extent required by law.

31. Protective Covenants.

1. Enforceability. All terms and conditions in this Declaration shall constitute permanent protective covenants running with the land which shall be binding and enforceable on all present and future owners of property in the Whispering Winds, which is legally described on Exhibits "A-1" & "A-2" (excluding Lot 52) attached hereto and incorporated herein by reference.

2. Binding. This document shall be binding on all present and future owners of any one or more lots legally described on Exhibits "A-1" & "A-2" (excluding Lot 52) attached hereto and the respective heirs, successors, and assigns as long as they are beneficial owners.

32. Amendment: These restrictions and covenants may be amended, waived, or removed by the execution and recordation in the Office of the Register of Deeds for Waupaca County, Wisconsin, of an instrument executed by not less than two-thirds (2/3) of the lot owners, provided that so long as the Declarant 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 Declarant's prior written consent, in recordable form. **As a controlling exception, if any Restriction or Covenant is to be amended, waived or removed, which directly affects the pond which is described as Outlot 1, shall require the unanimous consent of the lot owners that are adjacent to the pond, namely Lots 35, 36, 37, 38, 39, 40, 42, & 43.** Each lot is entitled to one vote. Further, so long as Declarant shall own any property in Whispering Winds, Declarant, by itself alone, shall be entitled to amend, waive, remove or grant special exceptions to said covenants in Declarant's sole discretion without liability to any property owner for doing so.

33. Enforcement: If any lot owner or person(s) in possession of any lot or dwelling on any lot within Whispering Winds shall violate or attempt to violate any of these covenants, it shall be lawful for Declarant or any other person(s) owning any lot or owning or occupying any dwelling on any lot in Whispering Winds to prosecute and/or commence proceedings at law or in equity against the person(s) violating or attempting to violate any such covenant, either to prevent such person(s) from doing so or to recover damages for such violation or to restrain the violation. Any owner violating the covenants contained herein shall be personally liable for all costs and expenses, including attorneys' fees, incurred by Declarant or another as a result of enforcing the restrictions and covenants contained herein.

34. Miscellaneous Provisions: All future transfers of any lots shall be made subject to the conditions, covenants, obligations and restrictions contained in these Protective Covenants. It is understood that the acceptance of a deed by any purchaser is to be considered as an

DOC# 707665

DOC# : 690888
DOC# 695968

agreement to observe and abide by such covenants, conditions obligations and restrictions for the protection and benefit of all owners of lots in Whispering Winds.

These Protective Covenants are established for the benefit of the owners of the lots within Whispering Winds. These Protective Covenants may be enforced by the Developer and/or the owners of any lots in Whispering Winds. In the event that it becomes necessary to commence litigation or retain an attorney to enforce these Protective Covenants, the party violating these Protective Covenants shall pay for all expenses, including actual attorneys fees and court costs incurred by the Developer and/or any owner(s) of a lot(s) who brings any action to enforce these Protective Covenants.

These Protective Covenants shall be in effect until seventy-five percent (75%) of the owners of the lots in Whispering Winds (each lot has one (1) vote) agree in writing to modify or amend or revoke these Protective Covenants; provided, however, that as long as the Developer owns any lot, no amendment or modification may be made without the written approval of the Developer. **As a controlling exception to the modification, amendment or revocation of these Protective Covenants, if any said modification, amendment or revocation of these Protective Covenants which directly affects the pond which is described as Outlot 1, shall require the unanimous consent of the lot owners that are adjacent to the pond, namely Lots 35, 36, 37, 38, 39, 40, 42, & 43.**

Should any one of these covenants for any reason be declared invalid, such declaration shall not effect the validity of the remaining covenants, which remaining covenants shall remain in full force and effect as if these Protective Covenants had been executed with the invalid portion thereof eliminated.

The signatures of the undersigned Directors and Shareholders shall act as the unanimous consent for approval of this Declaration of Restrictions and Covenants for Whispering Winds of Caledonia, Inc.

DOC# 707665

DOC# 707665

EXHIBIT "A-1" CONTINUED

LESS AND EXCEPTING:

Lot 52 of Whispering Winds; being part of the Southwest 1/4 of the Northeast 1/4 and part of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4, all in Section 25, Township 21 North, Range 14 East, Town of Caledonia, Waupaca County, Wisconsin.

FOR PURPOSES OF CLARIFICATION:

As stated previously, Lots 1, 2, 3, 4 and Lots 49, 50, 51 of Whispering Winds have been replatted and are now renamed as Lots 1, 2, 3, 4, 5, 6, 7 Whispering Winds East. Therefore, the following Lots shall be subject to the terms and conditions of this Declaration of Restrictions and Covenants of Whispering Winds of Caledonia, Inc.

Lots 1, 2, 3, 4, 5, 6, 7 of Whispering Winds East, Town of Caledonia, Waupaca County, Wisconsin.

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS FOR WHISPERING WINDS OF CALEDONIA, INC.

WHEREAS, the attached Exhibit "1", being the Declaration of Restrictions and Covenants for Whispering Winds of Caledonia, Inc., hereinafter referred to as the "Declaration", and the attached Exhibit "2", being the Amendment to Declaration of Restrictions and Covenants for Whispering Winds of Caledonia, Inc., hereinafter referred to as the "First Amendment", are hereby amended as follows:

The parties agree to amend said Declaration and said First Amendment to amend Exhibits "A-1" and "A-2", being the legal descriptions, because certain Lots in Whispering Winds have been re-platted and are known as Whispering Winds East. The amended Exhibits "A-1" and "A-2" are attached hereto.

All terms and conditions of the Declaration and First Amendment shall be applicable to the re-platted Lots of Whispering Winds East unless specifically stated hereinafter.

Lot 43 of Whispering Winds is a Pond Lot and is now re-platted as Lot 9 of Whispering Winds East. Said Lot 9 of Whispering Winds East shall be subject to all of the terms and conditions of Paragraph 30 of the Declaration entitled "Pond Association".

Lots 1, 2, 3, 4, 43, 44, 49, 50 and 51 of Whispering Winds are Park Lots and are now re-platted as Lots 1, 2, 3, 4, 9, 8, 5, 6 and 7 of Whispering Winds East. (See Chart Below) Said Lots shall be subject to all of the terms and conditions of Paragraph 29 of the Declaration entitled "Park Association".

	<u>Former Lot # in Whispering Winds</u>	to	<u>New Lot # in Whispering Winds East</u>
A)	1		1
B)	2		2
C)	3		3
D)	4		4
E)	49		5
F)	50		6
G)	51		7

Lot 52 of Whispering Winds was not and shall not be subject to the terms and conditions of Declaration of Restrictions and Covenants for Whispering Winds of Caledonia, Inc. Lot 52 of Whispering Winds is now re-platted as Lots 10 & 11 of Whispering Winds East and said Lots of 10 & 11 of Whispering Winds East shall not be subject to the terms and conditions of the Declaration of Restrictions and Covenants for Whispering Winds of Caledonia, Inc.

Furthermore, Lots 10 & 11 of Whispering Winds East shall not be a participant in the Park Association or Pond Association as described in Paragraphs 29 and 30 of the Declaration.

Paragraph 29 of the Declaration entitled "Park Association" is amended to include the purchase of any additional street light poles and fixtures, the maintenance of said light poles and fixtures, and the payment of all assessments related to said light poles and fixtures, including, but not limited to, electricity. For purposes of clarification, the Declarant has, at Declarant's expense, supplied and installed three (3) light poles and fixtures. In the event this paragraph conflicts with the terms and conditions of Paragraph 29 of the Declaration, this paragraph shall be controlling. The Park Association shall further have the right to assess all costs associated with said lighting, consistent with the same rights the Park Association has for the maintenance of the Park.

DOC# 707665

EXHIBIT "A-2" CONTINUED

FOR PURPOSES OF CLARIFICATION:

Lots 43-44 of Whispering Winds have been re-platted and are now renamed as Lots 8-9 Whispering Winds East. Therefore, the following Lots shall be subject to the terms and conditions of this Declaration of Restrictions and Covenants of Whispering Winds of Caledonia, Inc.

Lots 8-9 of Whispering Winds East, Town of Caledonia, Waupaca County, Wisconsin.

As a controlling exception, Lots 12, 13 and 14 of Whispering Winds are exempt from the requirement of building a driveway on the property.

As a controlling exception, no changes with respect to this Declaration of Restrictions and Covenants for Lots 12, 13 and 14 of Whispering Winds may be changed or amended with respect to Paragraph 5 (Construction Requirements) and Paragraph 6 (Driveways) hereinbefore without unanimous consent of all lot owners of Whispering Winds.

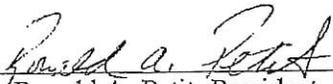
The Developer, pursuant to Paragraphs 32 and 34 of the Declaration, has the authority to amend the Declaration, attached hereto as Exhibit "A", Exhibit "B" and Exhibit "C" as the Developer currently still owns lots in Whispering Winds.

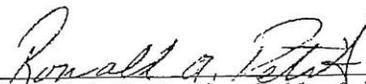
All other terms and conditions of the Declaration attached hereto as Exhibit "A", Exhibit "B" and Exhibit "C" shall remain in full force and effect, and if there is any conflict between said Declaration and this Third Amendment to Declaration, this Amendment shall be controlling.

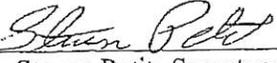
The signatures of the undersigned Directors and Shareholders shall act as the unanimous consent for approval of this Third Amendment to Declaration of Restrictions and Covenants for Whispering Winds of Caledonia, Inc.

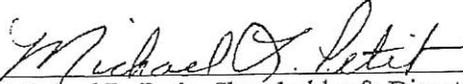
IN WITNESS WHEREOF, Whispering Winds of Caledonia, Inc. has signed and sealed this instrument this 23 day of APRIL, 2013.

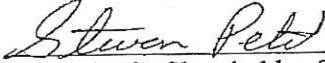
WHISPERING WINDS OF CALEDONIA, INC.


By: Ronald A. Petit, President


Ronald A. Petit, Shareholder & Director


By: Steven Petit, Secretary


Michael L. Petit, Shareholder & Director


Steven Petit, Shareholder & Director

**THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
WHISPERING WINDS OF CALEDONIA, INC.**

WHEREAS, attached as **Exhibit "A"**, being the Declaration of Restrictions and Covenants for Whispering Winds of Caledonia, Inc., and **Exhibit "B"** attached hereto, being the Amendment to Declaration of Restrictions and Covenants for Whispering Winds of Caledonia, Inc., and **Exhibit "C"** attached hereto, being the Second Amendment to Declaration of Restrictions and Covenants for Whispering Winds of Caledonia, Inc. collectively hereinafter referred to as the "Declaration", is hereby amended as follows:

Paragraph 5, entitled "Construction Requirements" and Paragraph 6, entitled "Driveways" are hereby amended to read as follows:

5. Construction Requirements: The construction of the residence must commence within five (5) years of the closing date of the purchase of the lot from the Developer. Completion of construction of the residence including the rough grading around the residence shall be completed within one (1) year from the visible start of the construction. The planting of the lawn must be completed within eighteen (18) months of the end of the construction of the residence. Completion of the construction of additional building upon the lot must also be completed within one (1) year of the visible start of construction of such additional building.

All excess fill material to be removed from any lot shall be used as fill material for other areas in Whispering Winds Subdivision. The owner of any lot which has excess fill material shall make arrangements with the Developer to determine the location to which the excess fill material should be transported. If the excess fill material is being transported to a lot owned by the Developer, the owner of the lot with the excess fill material shall pay for the cost of transporting the material. If the excess fill material is being transported to a lot owned by someone other than the Developer, the owner of the lot to which the excess fill material is being transported shall pay for the cost of transporting the material. The owner of the lot receiving the fill material shall be responsible for leveling and grading the material after it is unloaded.

As a controlling exception Lots 12, 13 and 14 of Whispering Winds shall not be subject to the construction requirements under this Paragraph 5 and specifically shall not be required to perform any construction on said three (3) lots. Furthermore, nothing herein shall prohibit the owner of Lots 12, 13 and 14 of Whispering Winds to construct a town road, private road or driveway on said Lots 12, 13 and 14 of Whispering Winds and Developer hereby specifically provides that subject to all governmental approvals, a town road, private road or driveway shall be allowed on Lots 12, 13 and 14 of Whispering Winds.

6. Driveways: All driveways (from garage to the lot line) shall be either concrete or asphalt and shall be completed not later than five (5) years after occupancy, or five (5) years after the paving of the fronting road, which will be completed by the Developer.

