

AMENDED BARONY COVENANTS



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Tx:4088395

1652200

**REGISTER'S OFFICE
WINNEBAGO COUNTY, WI
RECORDED ON**

11/07/2013 11:43 AM

**JULIE PAGEL
REGISTER OF DEEDS**

RECORDING FEE 30.00

Return to:

First State Bank
PO Box 268
New London, WI 54961

Tax Parcel No.: See Attached Exhibit A

9c

AMENDED BARONY COVENANTS

The following conditions, covenants and restrictions for the development of certain lots in the development known as "The Barony" are hereinafter referred to as the "Amended Barony Covenants" or generally referred to as the "covenants". The covenants contained in this document restate and replace those recorded as "Barony Covenants", as Document Number 1347969 on March 16, 2005. These covenants replace prior covenants titled as "Hughes Covenants" and recorded as document number 1069782 on August 18, 1999, as subsequently amended. The Barony Covenants, as amended, are hereby restated and the Hughes Covenants, as amended, are removed and neither is of any further force or effect.

WHEREAS, these amended covenants apply to the 74 lots and Outlots One and Two contained in The Barony development located in the Town of Omro, Wisconsin, the legal description of which as attached hereto as Exhibit A;

WHEREAS, First State Bank (hereinafter referred to as "FSB") presently owns 56 of lots 1 through 74 and Outlots One and Two contained in The Barony development;

WHEREAS, FSB has the authority to remove, modify, annul, waive, change and/or amend the prior covenants pursuant to paragraph 20 of both the Hughes Covenants and the Barony Covenants, as the owner of more than 75% of the lots subject to the Hughes Covenants and The Barony Covenants; and

WHEREAS, FSB desires to control the purpose for which the lots are used, to maintain a high standard of quality with respect to the development thereon, and to facilitate the same, to obligate the owners of the lots or any part thereof, to be bound by certain conditions, covenants and restrictions for the benefit and protection of the investment of each lot owner.

NOW, THEREFORE, FSB hereby declares and provides that all of the lots contained in The Barony development (as more particularly described on Exhibit A) are hereby subject to the following covenants:

1. SINGLE FAMILY RESIDENCES

The lots shall be used for single-family residential purposes only with a private, standard size garage for two cars or more attached to said dwelling. The garage shall be built at the time of the initial construction. No motor vehicle, trailer, basement, tent, shack, detached garage, barn or outbuilding, shall at any time, be used as a residence.

2. PETS

Only two domestic animals may be kept on any lot owner's premises. No other animals, livestock or poultry of any kind shall be raised, bred or kept on the lot. Commercial animal boarding, kenneling or treatment is prohibited whether for fee or not.

3. LOT APPEARANCE

The lot buyer shall be responsible for maintaining the lot in a neat condition. Pre-construction lots shall be cultivated or tended to so as to keep them free of noxious weeds or grasses in excess of 6 inches. Post-construction lots shall be maintained in accordance with No. 10 of these Covenants and shall comply with all existing ordinances.

4. PARKING OF VEHICLES

The parking of service vehicles owned or operated by the lot owners and their families is prohibited unless they are kept in garages. The storage of immobile automobiles, snowmobiles, motorcycles or any other recreational vehicle is prohibited unless kept inside garages.

5. RELOCATION OF EXISTING STRUCTURES PROHIBITED

No building constructed elsewhere shall be moved upon any lot. No sheds may be constructed or placed on any lot.

6. FENCES

Fences are permitted provided they fall into one of the following categories: Split rail or decorative wood. If a solid fence is used, the exterior must be the same as the interior, except outdoor dog kennels or runs should be no larger than 10' x 12' and may be a chain-link fence.

7. SIGNS

No signs of any type shall be displayed in public view of any lot without prior written consent of FSB, except lawn signs of not more than 4 square feet in area advertising a property for sale.

8. TRASH

All trash and waste shall be kept in sanitary containers and out of public view.

9. MINIMUM FLOOR AREA

Each residential structure of a ranch-style design shall be no less than 1,700 square feet of living space. Any other style of conventional housing shall be no less than 2,000 square feet.

- a. Living space is defined as those levels totally above the exterior finished grade, excluding garage.

- b. The above minimum floor area requirements may be reduced by the Architectural Control Committee in any individual case in the event the proposed Architectural design and quality of the house is such that it presents an appearance comparable or superior to the appearance of other houses built in The Barony.
- c. The maximum height of the peak of any roof will be no greater than 32 feet above base level.

10. BUILDING STANDARDS AND APPROVAL

No building shall be erected, placed or altered on any lot unless the construction, specifications, landscaping, finished lot topography and other conditions comply with the standards set forth in these covenants (including those in this paragraph 10 and elsewhere) and have been approved by the Architectural Control Committee, including any variances to the standards which may be granted by the Architectural Control Committee in the exercise of its sole discretion. For so long as FSB owns at least ten percent 10% of the lots in The Barony, the Architectural Control Committee shall consist of FSB or one or more persons or entities appointed by FSB to serve as the Architectural Control Committee.

The following standards shall be adhered to in the design and construction:

- a. All roof pitches shall be 6/12 or greater, and all chimneys and exterior flues shall be enclosed.
- b. Aluminum, steel, vinyl, brick, stone and most wood siding types, including log homes, will be permitted. However, "Texture 1-11" hardboard or other similar siding is not permitted. All wood siding must be sealed, stained or painted. Trim, siding and roofing colors will be coordinated to provide the most esthetic combination.
- c. Each residential structure erected shall have its entire external construction completed and the lot fully landscaped within 18 months from the date of issuance of the building permit, except for delays in completion due to strike, war, or acts of God. All external construction must be completed prior to occupation.
- d. All driveways from the garage to the lot line shall be paved using asphalt or concrete materials within 18 months from the date of occupancy. Driveway culverts shall be installed under all driveways by the lot owner. All driveway culverts shall be sized according to the recorded drainage plan and shall have apron and sections on each end.

- e. All unattached buildings or sheds shall conform to the main structure, in design, materials and colors.
- f. Building elevations and finished grades must comply with the street elevation and the finished grade of the recorded grading and drainage plan.
- g. No material changes or deviations in or from such plans and specifications as approved shall be made once approved by the Architectural Control Committee.

At any time when FSB does not own at least 10% of the lots in The Barony, the Architectural Control Committee shall consist of at least three (3) and not more than five (5) persons or entities appointed by the owners of the lots in The Barony. Persons elected by the owners to serve as the Architectural Control Committee shall be elected for three-year terms at a meeting of the owners at which at least twenty-five percent (25%) of the owners are present in person or by proxy, which meeting may be conducted in person and/or by any electronic means by which all participants can hear and respond simultaneously.

Such meeting shall be held not fewer than ten (10) days or more than sixty (60) days following the date of delivery of written notice of the time, place and purpose of the meeting to the owner(s) of each lot in the Barony by first class mail delivered to the mailing address to which the tax bill for each such lot was last mailed by Winnebago County.

The person(s) calling such meeting shall present a list of candidates and shall accept nominations of additional candidates from the participants at the meeting. The owner of each lot in the Barony participating in such meeting in person or by proxy shall have one vote which shall be cast for a single candidate. The candidates (at least three but not more than 5) receiving the highest vote totals shall serve as the Architectural Control Committee. Actions taken by the Architectural Control Committee shall be by majority vote of the members of the Committee.

11. LANDSCAPING

The following are minimum landscaping requirements:

- a. No landowner shall cause the obstruction of any swale or drainage way, whether protected by easement or not, which is in existence at the time of development so as to impede the flow of surface water from the other lots through such swale or drainage way. This shall include the drainage ditches along public streets.
- b. Each lot owner shall plant and maintain no less than 2 shade trees (of 2-3" caliper) within the front yard and 2 trees on the remainder of the property.

Trees shall be planted within 30 days of occupancy of the home or upon completion of construction, whichever occurs first. Trees are not required to be planted during winter months when the ground is frozen, but rather shall be planted as soon as weather conditions permit.

- c. All yards shall be fertilized and sodded, or fertilized, seeded and mulched. This requirement includes the terrace area within the street right-of-way.
- d. The maintenance of the plantings and yard areas are the responsibility of the lot owner. Any required trees or shrubs which die shall be removed and replaced by the lot owner in accordance with Section 11(b).
- e. The use of decorative landscape beds, berms, and plantings is encouraged; however, the complete screening of the front yard is prohibited.

12. FRONT AND SIDE YARD REQUIREMENTS

No building shall be located closer than 40 feet from the front lot line. No building shall be located nearer than 15 feet from one side lot line and 10 feet on the other side. Where one and one-half, two, or more lots are acquired as a single building site, the side lot lines shall refer only to the side boundaries bordering the adjoining property.

13. TERM OF COVENANTS

These covenants shall run with the land and shall be binding on all owners and lots covered by this document for a period of 25 years from the date this document is recorded, after which time it shall automatically stand renewed for successive 10 year periods unless an instrument terminating or changing such covenants in whole or in part is signed by the owners of greater than fifty percent (50%) of the lots and recorded in the office of the Winnebago County Register of Deeds.

14. ENFORCEMENT ACTIONS

If any person shall violate any of these covenants set forth above, any person owning any lot or lots of The Barony, including any other lots later subjected to these covenants by subsequent document, shall have the right to bring legal proceedings against the person or persons violating.

15. VALIDITY

Invalidation of any of these covenants or any severable part of any covenant by judgment or court order, shall in no way affect any of the other provisions, which shall remain in full force and effect.

16. GRADING AND DRAINAGE

These lots are controlled by a recorded grading and drainage plan. Each lot owner shall be solely responsible for complete compliance for both the grading and drainage plan. With regard to lots 50 through 55, the 10-foot native planting buffer as described in the storm water facilities maintenance agreement, shall be maintained by the respective lot owners in accordance with said storm water facilities maintenance agreement and alteration or destruction of said 10-foot buffer is prohibited.

17. ZONING

All lots and improvements are further subject to all applicable zoning laws, ordinances and building codes.

18. AMENDMENT

These conditions, covenants and restrictions may be removed, modified, annulled, waived, changed and/or amended at any time and in any manner by a written declaration setting forth such amendment, etc., which has been executed by the owners of greater than fifty percent (50%) of the lots covered by these Covenants and recorded in the Register of Deeds Office for Winnebago County, Wisconsin.

19. VOTING

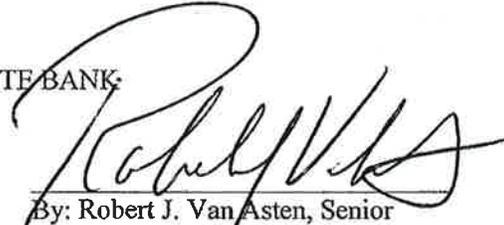
Whenever owners have right to vote, the owners shall have such a right proportional to the number of lots (or fraction thereof) which such owner owns.

[Signature page follows]

[Signature page of the Barony covenants]

IN WITNESS WHEREOF we have set our hands and seals this 5th day of November 2013.

FIRST STATE BANK



By: Robert J. Van Asten, Senior Vice President/Senior Credit Officer

STATE OF WISCONSIN)
WAMPACA) ss.
~~OUTAGAMIE~~ COUNTY)

Personally came before me on this 5 day of November 2013, the above named Robert J. Van Asten, known to be the person who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin
My commission 0705-2015

BARBARA A. KRUEGER
Notary Public-State of Wisconsin
My Commission Expires July 5, 2015

This instrument drafted by:
Scott C. Barr
McCarty Law LLP
Attorneys at Law
2401 East Enterprise Avenue
Appleton WI 54913-7887

**EXHIBIT A
LEGAL DESCRIPTION OF THE BARONY DEVELOPMENT**

Lots One (1) through Seventy-four (74) and Outlots One (1) and Two (2) in THE BARONY, in the Town of Omro, Winnebago County, Wisconsin.

Tax Parcel Numbers:

Parcel #	Lot #	Parcel #	Lot #	Parcel #	Lot #
0161165	1	0161190	26	0161215	51
0161166	2	0161191	27	0161216	52
0161167	3	0161192	28	0161217	53
0161168	4	0161193	29	0161218	54
0161169	5	0161194	30	0161219	55
0161170	6	0161195	31	0161220	56
0161171	7	0161196	32	0161221	57
0161172	8	0161197	33	0161222	58
0161173	9	0161198	34	0161223	59
0161174	10	0161199	35	0161224	60
0161175	11	0161200	36	0161225	61
0161176	12	0161201	37	0161226	62
0161177	13	0161202	38	0161227	63
0161178	14	0161203	39	0161228	64
0161179	15	0161204	40	0161229	65
0161180	16	0161205	41	0161230	66
0161181	17	0161206	42	0161231	67
0161182	18	0161207	43	0161232	68
0161183	19	0161208	44	0161233	69
0161184	20	0161209	45	0161234	70
0161185	21	0161210	46	0161235	71
0161186	22	0161211	47	0161236	72
0161187	23	0161212	48	0161237	73
0161188	24	0161213	49	0161238	74
0161189	25	0161214	50	0161239	Outlot 1
				0161240	Outlot 2

1364418

REGISTER'S OFFICE
WINNEBAGO COUNTY, WI
RECORDED ON

07/27/2005 12:39PM

JULIE PAGEL
REGISTER OF DEEDS

RECORDING FEE 17.00
TRANSFER FEE
OF PAGES 4

Return to: Assurance Title

Assurance Escrow

FIRST AMENDMENT TO HUGHES COVENANTS

The Declaration of Covenants dated August 17, 1999 and recorded August 18, 1999 at 2:42 P.M. as Document Number 1069782 for the property described in Exhibit A attached hereto are amended as follows:

1. The title to the property is now in The Barony, Inc.
2. Covenant Number 9 Minimum Floor Area is amended to read as follows:

Each residential structure constructed on a lot shall be no less than 1700 square feet of living space for ranch style structures and no less than 1800 square feet of living space for all other structures.

- (a) Living space is defined as those levels totally above the exterior finished grade, excluding garage.
- (b) The above minimum floor area requirements may be reduced by the Architectural Control Committee, in the event the proposed Architectural design and quality of the house is such that it presents an appearance comparable or superior to the appearance of other houses built on the Hughes Farm.

3. Covenant Number 23 is created Property Owner's Association/Maintenance and Upkeep, as follows:

23(a) When 60% of the lots are sold, the developer and/or the owners of the Lots and the additional Lots included in any additions to the plat of THE BARONY, INC. by the developer shall form a Property Owner's Association (the "Association") for the purpose of: (a) owning certain common areas conveyed by the developer to the Association, and (b) maintaining the common areas, retention ponds, signage and other common areas and facilities. Each owner of the Lot shall automatically 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.

Rec'd 7/27

4T

The Association shall be responsible for the maintenance, repair and upkeep of all common areas and facilities within this Plat. In the event the Association defaults in its duty, the developer 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 developer default in their duty, the Town of Omro shall have the right to undertake any required maintenance, repairs or upkeep and to charge the cost thereof to the Association to levy a proportionate share of such cost against each developed lot as a special assessment or charge on the real estate tax bill for such Lot.

23(b) Property Owner/Association Assessments.

The Association shall have the right to charge an equal share of all reasonable and necessary costs incurred by the Association to the owner(s) of each of the Lots. The amount of the assessment shall be computed by dividing the cost for which the assessment is being made by the number of developed Lots existing at the time of the assessment. 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 developer, or its successor, shall be responsible for the assessment for any Lot which is platted but not sold. The assessment shall apply to all Lots, whether or not a residence has been constructed on said Lot. Notwithstanding anything contained in these Protective Covenants to the contrary, the method of assessment shall not be amended so as to provide that the amount of the assessment on a Lot is increased over the amount determined under the foregoing method without the written consent of the owner(s) of all Lots receiving an increased assessment.

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 member in default.

The undersigned are the owners of all of the lots on Exhibit A attached hereto.

Dated July 11, 2005.

THE BARONY, INC.

By:

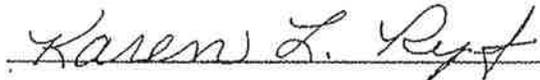

Patrick Hughes,
President


Robert Hughes,
Secretary

STATE OF WISCONSIN)
WINNEBAGO COUNTY) SS

Personally came before me this 11th day of July,
2005, the above named Patrick Hughes, President, and
Robert Hughes, Secretary, of The Barony, Inc. and to me known
to be the persons who executed the foregoing instrument and
acknowledged the same.

NOTARY PUBLIC
STATE OF WISCONSIN
KAREN L. RYF


Notary Public, Winnebago County, WI
My commission 3-16-2008

This instrument was drafted by
Attorney Jon R. Guiles

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1

Lots One (1) through Seventy-Four (74) and Outlots One (1) and Two (2) in THE BARONY, in the Town of Omro, Winnebago County, Wisconsin.

Tax Key Nos. 016-0366, 016-0367, 016-0368-05-01 and 016-0371

PARCEL 2

Lot Three (3) according to CERTIFIED SURVEY MAP filed in Volume 1 of Survey Maps on Page 4329 as Document No. 1068556; being part of the South West 1/4 of the North West 1/4 of Section Thirteen (13), Township Eighteen (18) North, of Range Fifteen (15) East, in the Town of Omro, Winnebago County, Wisconsin.

Tax Key No. 016-0368-06

PARCEL 3

Lot One (1) according to CERTIFIED SURVEY MAP filed in Volume 1 of Survey Maps on Page 5107 as Document No. 1202400; being a resurvey of Lot 2 of Certified Survey Map No. 4329, being part of the South West 1/4 of the North West 1/4 of Section Thirteen (13), Township Eighteen (18) North, of Range Fifteen (15) East, in the Town of Omro, Winnebago County, Wisconsin.

Tax Key No. 016-0368-05

PARCEL 4

Lot Two (2) according to CERTIFIED SURVEY MAP filed in Volume 1 of Survey Maps on Page 5109 as Document No. 1202814; being a resurvey of Lot 1 of Certified Survey Map No. 4722, being part of the South East 1/4 of the North West 1/4 of Section Thirteen (13), Township Eighteen (18) North, of Range Fifteen (15) East, in the Town of Omro, Winnebago County, Wisconsin.

Tax Key No. 016-0371-05

BARONY COVENENTS

Document Number _____ Document Title _____

1347969
REGISTER'S OFFICE
WINNEBAGO COUNTY, WI
RECORDED ON

03/16/2005 01:41PM

JULIE PAGEL
REGISTER OF DEEDS

RECORDING FEE 25.00
TRANSFER FEE
OF PAGES 8

Recording Act

Name and Return Address

Phillips Tax & Accounting
1508 Oregon Street
Oshkosh, WI 54902

ESCROW ASSURANCE

016-0366, 016-0367

016-0368-05-01, 016-0371

Parcel Identification Number (PIN)

Lots One (1) through Seventy-four (74) and Outlots One (1) and Two (2) in THE BARONY, in the Town of Omro, Winnebago County, Wisconsin.

This information must be completed by submitter, document only, name & return address, and PIN by recorder. Other information such as the granting clause, legal description, etc. can be placed on the first page of the document or may be placed on a subsequent page of the document. Note: One of the cover pages with each recording document and PIN to the recorder fee. Wisconsin Statutes, § 89.312 (1) (b) 1/2/05

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BARONY COVENENTS

Declaration of conditions, covenants, restrictions and assignments for the development of certain lots on the Hughes Farm, hereinafter collectively referred to as "covenants."

WHEREAS, Patrick Hughes, Thomas Hughes and Robert Hughes, hereinafter collectively referred to as "Developers" are the owners of a farm in the Town of Omro, and whereas the Developers desire to control the purpose for which the lots are used, to maintain a high standard of quality with respect to the development thereon, and to facilitate the same, to obligate the owners of the lots or any part thereof, to be bound by certain conditions, restrictions, reservations and easements for the benefit and protection of the investment of each lot owner. (See attached legal description).

NOW, THEREFORE, the Developers hereby declare and provide that such are hereby subject to the following covenants:

1. SINGLE FAMILY RESIDENCES

The lots shall be used for single family residential purposes only with a private, standard size garage for two cars or more attached to said dwelling. The garage shall be built at the time of the initial construction. No motor vehicle, trailer, basement, tent, shack, detached garage, barn or outbuilding, shall at any time, be used as a residence.

2. PETS

Only two domestic animals may be kept on any lot owners' premises. No other animals, livestock or poultry of any kind shall be raised, bred or kept on the lot. Commercial animal boarding, kenneling or treatment is prohibited whether for fee or not.

3. LOT APPEARANCE

The lot buyer shall be responsible for maintaining the lot in a neat condition. Pre-construction lots shall be cultivated or tended to so as to keep them free of noxious weeds or grasses in excess of 6". Post-construction lots shall be maintained in accordance with No. 10 of these Covenants and shall comply with all existing ordinances.

4. PARKING OF VEHICLES

The parking of service vehicles owned or operated by the lot owners and their families is prohibited unless they are kept in garages. The storage of immobile automobiles, snowmobiles, motorcycles or any other recreational vehicle, is prohibited unless kept inside garages.

5. RELOCATION OF EXISTING STRUCTURES PROHIBITED

No building constructed elsewhere shall be moved upon any lot. No sheds may be constructed or placed on any lot.

6. FENCES

Fences are permitted provided they fall into one of the following categories: Split rail or decorative wood. If a solid fence is used, the exterior must be the same as the interior, except dog house should be no larger than 10' x 12' and may be a chain link fence.

7. SIGNS

No signs of any type shall be displayed in public view of any lot without prior written consent of the Developers, except lawn signs of not more than 4 square feet in area advertising a property for sale.

8. TRASH

All trash and waste shall be kept in sanitary containers and out of public view.

9. MINIMUM FLOOR AREA

Each residential structure of a ranch-style design, shall be no less than 1700 square feet of living space. Any other style of conventional housing shall be no less than 2000 square feet.

- (a) Living space is defined as those levels totally above the exterior finished grade, excluding garage.
- (b) The above minimum floor area requirements may be reduced by the Architectural Control Committee, in the event the proposed Architectural design and quality of the house is such that it presents an appearance comparable or superior to the appearance of other houses built on the Hughes Farm.
- (c) The maximum height of the peak of any roof will be no greater than 32 feet above base level.

10. APPROVAL OF BUILDING PLANS

50 01:00
The changes to
is 270 01:00
to the Hughes
01:00

So long as the Developer has the title to or an interest in any real estate on the Hughes Farm, no building shall be erected, placed or altered on any lot until the construction plans, specifications, color schemes, landscaping plan, site plan showing the building location and elevation, the elevation of the adjacent lots and the finished lot topography have been approved in writing by a majority of the Architectural Control Committee. No approval shall be granted if the proposed elevations and finished grades are not in compliance with the street elevation and the finished grade of the recorded grading and drainage plan. Additionally, in reviewing all the submitted plans, the Architectural Control Committee shall pay particular attention to setbacks, exterior elevations, materials, colors, roof pitch and landscaping. The following standards shall be adhered to in the design and construction:

- (a) All roof pitches shall be 6/12 or greater, and all chimneys and exterior flues shall be enclosed.
- (b) Aluminum, steel, vinyl, brick, stone and most wood siding types, including log home, will be permitted. However, "Texture 1-11," hardboard or other similar siding is not permitted. All wood siding must be sealed, stained or painted. Trim, siding and roofing colors will be coordinated to provide the most esthetic combination.
- (c) Each residential structure erected shall have its entire external construction completed and the lot fully landscaped within 18 months from the date of issuance of the building permit, except for delays in completion due to strike, war, or acts of God. All external construction must be completed prior to occupation.
- (d) All driveways from the garage to the lot line shall be paved bituminous (asphalt) or concrete (cement) within 18 months from date of occupancy. Driveway culverts shall be installed under all driveways by the lot owner. All driveway culverts shall be sized according to recorded drainage plan and shall have apron and sections on each end.
- (e) No changes or deviations in or from such plans and specifications as approved shall be made without prior written consent of the Architectural Control Committee. The Architectural Control Committee reserves the right to make such exceptions as it, in its discretion, deems necessary and proper.

11. LANDSCAPING

The following are minimum landscaping requirements:

- (a) No landowner shall cause the obstruction of any swale or drainage way whether protected by easement or not which is in existence at the time of development so as to impede the flow of surface water from the other lots through such swale or drainage way. This shall include the drainage ditches along public streets.
- (b) Each lot owner shall plant and maintain no less than 2 shade trees (of 2 - 3: caliper) within the front yard and 2 trees on the remainder of the property. Trees shall be planted within 30 days of occupancy of the home or upon completion of construction, whichever occurs first. Trees are not required to be planted during winter months when the ground is frozen, but rather shall be planted as soon as weather conditions permit.
- (c) All yards shall be fertilized and sodded, or fertilized, seeded and mulched. This requirement includes the terrace area within the street right-of-way.
- (d) The maintenance of the plantings and yard areas are the responsibility of the lot owner. Any required trees or shrubs which die shall be removed and replaced by the lot owner in accordance with Section 10(b).
- (e) The use of decorative landscape beds, berms, and plantings is encouraged; however, the complete screening of the front yard is prohibited.

12. FRONT AND SIDE YARD REQUIREMENTS

No building shall be located closer than 40 feet from the front lot line. No building shall be located nearer than 15 feet from one side lot line and 10 feet on the other side. Where one and one-half, two or more lots are acquired as a single building site, the side lot lines shall refer only to the side boundaries bordering the adjoining property. The Architectural Control Committee shall have the right, in its sole discretion, to approve reasonable variations to the above front yard and side yard setbacks, depending on lot topography, field requirements and other conditions or where strict enforcement of these setback provisions would create a hardship. Such variations will be approved provided they are not in violation of the Town of Omro ordinances.

13. SUBDIVISION OF LOTS PROHIBITED

14. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee shall be Patrick Hughes, Thomas Hughes, and Robert Hughes.

A majority of the Committee may designate a representative to act on its behalf. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

The Committee shall exercise its approval of authority and discretion in good faith, and all lot owners, by their acceptance of their deeds or any other interests in a lot, agree to hold the Committee harmless for any perceived discrepancies in the Committee's good faith performance of its duties.

The Committee shall not be responsible for inspecting any construction to ensure compliance with the approved plans, but any lot owner, including the Developer, shall have the right to bring legal action to enjoin any non-compliance or violation as set forth below in No 15.

15. TERMS OF COVENANTS

This declaration shall run with the land and shall be binding on all owners and lots covered by this document for a period of 25 years from the date this document is recorded, after which time it shall automatically stand renewed for successive 10 year periods unless an instrument terminating or changing such covenants in whole or in part is signed by at least two-thirds of the lot owners and recorded in the office of the Winnebago Register of Deeds.

16. ENFORCEMENT ACTIONS

If any person shall violate any of these covenants set forth above, any persons owning any lot or lots of Hughes Farm, including any other lots later subjected to these covenants by subsequent document, shall have the right to bring legal proceedings against the person or persons violating.

17. VALIDITY

Invalidation of any of these covenants or any severable part of any covenant by judgment or court order, shall in no way affect any of the other provisions, which shall remain in full force and effect.

18. GRADING AND DRAINAGE

These lots are controlled by a recorded grading and drainage plan. The lot owner shall be solely responsible for complete compliance for both the grading and drainage plan. With regard to lots 50 through 55, the 10 foot native planting buffer as described in the storm water facilities maintenance agreement, shall be maintained by the respective lot owners in accordance with said storm water facilities maintenance agreement and alteration or destruction of said 10 foot buffer is prohibited.

19. ZONING

All lots and improvements are further subject to all applicable zoning laws, ordinances and building codes.

20. AMENDMENT

These conditions, covenants and restrictions may be removed, modified, annulled, waived, changed and/or amended at any time and in any manner by a written declaration setting forth such amendment, etc., which has been executed by the owners of at least 75% of the lots in said plat or described properties and recorded in the Register of Deeds Office for Winnebago County, Wisconsin; provided, however, that such amendment, etc. to be effective shall require the written approval, in recordable form, of the Developer so long as the Developer owns any lots in said plat or described properties. Provided further so long as developer owns at least 10% of the lots, Developer (1) may add contiguous platted real estate to the conditions, covenants and restrictions hereof and (2) may amend the same with notice to the address of all known owners if the owners of not more than 50% of the lots object to the amendment in writing to the Developer and/or the Architectural Review Committee within 19 days from the date notice is given by the Developer. When lots are added, the additional added lots are to be included in the computation of all percentages from the date of such addition.

lot cover 6.5 lots 0/174 = 87.8%

21. VOTING

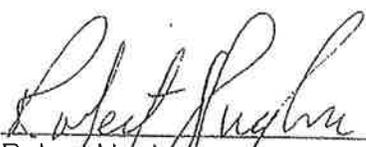
Whenever owners have a right to vote, the owners shall have such a right proportional to the number of or fraction of lot(s) they own. Developer for all purposes of this Declaration is considered an Owner.

22. That all unattached buildings or sheds shall conform to the main structure architecturally and by siding.

IN WITNESS WHEREOF, we have set our hands and seals this 8th day of June, 2004.

In the Presence of:

HUGHES FARMS

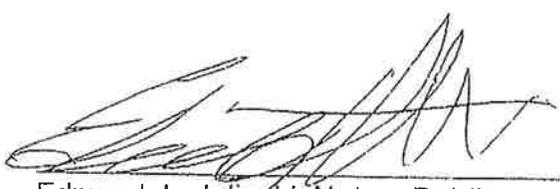


Robert Hughes (SEAL)
Managing Partner

The Barrony, LLP, owner of all of the above described parcels.

STATE OF WISCONSIN)
) ss
WINNEBAGO COUNTY)

Personally came before me this 8th day of June, 2004, the above named Robert Hughes, known to be the persons who executed the foregoing instrument and acknowledged the same.



Edmund J. Jelinski, Notary Public
Winnebago County, State of Wisconsin
My Commission is Permanent

Drafted By:
Edmund J. Jelinski
Attorney at Law
851 Racine Street
Menasha, WI 54952
(920) 720-0061
State Bar No. 1037767



Title of Document

1069782

REGISTER'S OFFICE
WINNEBAGO COUNTY, WI
RECORDED ON

00-10-1999 02:40 PM

SUSAN WINNINGHOFF
REGISTER OF DEEDS

RECORDING FEE 28.00
TRANSFER FEE
OF PAGES 10

Name and return address

City of Sun Prairie
Wisconsin

Parcel Identification Number

This page is part of a legal document. . . DO NOT REMOVE.

This information must be completed by notarial document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, §P 317. B7D (2-99)

HUGHES COVENANTS

Declaration of conditions, covenants, restrictions and assignments for the development of certain lots located on the Hughes Farm, herein after collectively referred to as covenants.

WHEREAS, Patrick Hughes, Thomas Hughes and Robert Hughes, herein after collectively referred to as "Developers" are the owners of a farm in the Town of Omro, and whereas the Developers desire to control the purpose for which the lots are used, to maintain a high standard of quality with respect to the development and maintenance of certain lots and the structures constructed thereon, and to facilitate the same, to obligate the owners of the lots or any part thereof to be bound by certain conditions, restrictions, reservations and easements for the benefit and protection of the investment of each lot owner. (See attached legal description)

NOW THEREFORE, The Developers hereby declare and provide that such are hereby subject to the following covenants:

1. SINGLE FAMILY RESIDENCES

The lots shall be used for single-family residential purposes only with a private, standard size garage for two cars or more attached to said dwelling. The garage shall be built at the time of the initial construction. No motor vehicle, trailer, basement, tent, shack, detached garage, barn or outbuilding, shall at any time be used as a residence.

2. PETS

Only two domestic animals may be kept on any lot owners premises. No other animals, livestock or poultry of any kind shall be raised, bred or kept on the lot. Commercial animal boarding, kenneling or treatment is prohibited whether for fee or not.

3. LOT APPEARANCE

The lot buyer shall be responsible for maintaining the lot in a neat condition. Pre-construction lots shall be cultivated or tended to so as to keep them free of noxious weeds or grasses in excess of 6". Post-construction lots shall be maintained in accordance with No. 10 of these covenants and shall comply with all existing ordinances.

4. PARKING OF VEHICLES

The parking of service vehicles owned or operated by the lot owners and their families is prohibited unless they are kept in garages. The storage of immobile automobiles, boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles or any other recreational vehicles is prohibited unless kept inside garages.

5. RELOCATION OF EXISTING STRUCTURES PROHIBITED

No building constructed elsewhere shall be moved upon any lot. No sheds may be constructed or placed on any lot.

6. FENCES

Fences are permitted provided they fall into one of the following categories: Split rail, or decorative wood. If a solid fence is used, the exterior must be same as the interior except dog house should be no larger than 10' x 12' and may be a chain link fence.

7. SIGNS

No signs of any type shall be displayed in public view of any lot without prior written consent of the Developer, except lawn signs of not more than four square feet in area advertising a property for sale.

8. TRASH

All trash and waste shall be kept in sanitary containers and out of public view.

9. MINIMUM FLOOR AREA

Each residential structure constructed on a lot shall be no less than 1800 square feet of living space regardless of style.

(a) Living space is defined as those levels totally above the exterior finished grade, excluding garage.

(b) The above minimum floor area requirements may be reduced by the Architectural Control Committee, in the event the proposed Architectural design and quality of the house

is such that it presents an appearance comparable or superior to the appearance of other houses build on the Hughes Farm.

10. APPROVAL OF BUILDING PLANS

So long as the Developer has the title to or an interest in any real estate on the Hughes Farm, no building shall be erected, placed or altered on any lot until the construction plans and specifications and color schemes, landscaping plan, site plan showing the building location and elevation, the elevation of the adjacent lots and the finished lot topography have been approved in writing by a majority of the Architectural Control Committee. No approval shall be granted if the proposed elevations and finished grades are not in compliance with the street elevation and the finished grade of the recorded grading and drainage plan. Additionally, in reviewing all the submitted plans, the Architectural Control Committee shall pay particular attention to setbacks, exterior elevations, materials, colors, roof pitch and landscaping. The following standards shall be adhered to in the design and construction:

- (a) All roof pitches shall be 6/12 or greater, and all chimneys and exterior flues shall be enclosed.
- (b) Aluminum, steel, vinyl, brick, stone and most wood siding types, including log home, will be permitted. However, "Texture 1-11," hardboard or other similar siding is not permitted. All wood siding must be sealed, stained, or painted. Trim, siding and roofing colors will be coordinated to provide the most esthetic combination.
- (c) Each residential structure erected shall have its entire external construction completed and the lot fully landscaped within 18 months from the date of issuance of the building permit except for delays in completion due to strike, war or acts of God. All external construction must be completed prior to occupation.
- (d) All driveways from the garage to the lot line shall be paved bituminous (asphalt) or concrete (cement) within 18 months from date of occupancy. Driveway culverts shall be installed under all driveways by the lot owner. All driveway culverts shall be sized according to recorded drainage plan and shall have apron end sections on each end.

- (e) No changes or deviations in or from such plans and specifications as approved shall be made without prior written consent of the Architectural Control Committee. The Architectural Control Committee reserves the right to make such exceptions as it, in its discretion, deems necessary and proper.

11. LANDSCAPING

The following are minimum landscaping requirements:

- (a) No landowner shall cause the obstruction of any swale or drainage way whether protected by easement or not which is in existence at the time of development so as to impede the flow of surface water from the other lots through such swale or drainage way. This shall include the drainage ditches along public streets.
- (b) Each lot owner shall plant and maintain no less than 2 shade trees (of 2-3" caliper) within the front yard and 2 trees on the remainder of the property. Trees shall be planted within 30 days of occupancy of the home or upon completion of construction, whichever occurs first. Trees are not required to be planted during winter months when the ground is frozen, but rather shall be planted as soon as weather conditions permit.
- (c) All yards shall be fertilized and sodded, or fertilized, seeded and mulched. This requirement includes the terrace area within the street right-of-way.
- (d) The maintenance of the plantings and yard areas are the responsibility of the lot owner. Any required trees or shrubs which die shall be removed and replaced by the lot owner in accordance with Section 10-b.
- (e) The use of decorative landscape beds, berms and plantings is encouraged; however, the complete screening of the front yard is prohibited.

12. FRONT AND SIDE YARD REQUIREMENTS

No building shall be located closer than 40 feet from the front lot line. No building shall be located nearer than 15 feet from one side lot line and 10 feet on the other side. Where one and one-half, two or more lots are acquired as a single building site, the side lot lines

shall refer only to the side boundaries bordering the adjoining property. The Architectural Control Committee shall have the right, in its sole discretion, to approve reasonable variations to the above front yard and side yard setbacks, depending on lot topography, field requirements and other conditions or where strict enforcement of these setback provisions would create a hardship. Such variations will be approved provided they are not in violation of the Town of Omro ordinances.

13. SUBDIVISION OF LOTS PROHIBITED

14. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee shall be Patrick Hughes, Thomas Hughes and Robert Hughes.

A majority of the Committee may designate a representative to act on its behalf. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

The Committee shall exercise its approval of authority and discretion in good faith, and all lot owners, by their acceptance of their deeds or any other interests in a lot, agree to hold the Committee harmless for any perceived discrepancies in the Committee's good faith performance of its duties.

The Committee shall not be responsible for inspecting any construction to ensure compliance with the approved plans, but any lot owner, including the Developer, shall have the right to bring legal action to enjoin any noncompliance or violation as set forth below in No. 15.

15. TERMS OF COVENANTS

This declaration shall run with the land and shall be binding upon all owners of lots covered by this document for a period of 25 years from the date this document is recorded, after which time it shall automatically stand renewed for successive 10-year periods unless an instrument terminating or changing such covenants in whole or in part is signed by at least two-thirds of the lot owners and recorded in the office of the Winnebago Register of Deeds.

16. ENFORCEMENT ACTIONS

If any person shall violate any of these covenants...

forth above, any person or persons owning any lot or lots on Hughes Farm, including any other lots later subjected to these covenants by subsequent document, shall have the right to bring legal proceedings against the person or persons violating.

17. VALIDITY

Invalidation of any of these covenants or any severable part of any covenant by judgment or court order, shall in no way affect any of the other provisions, which shall remain in full force and effect.

18. GRADING AND DRAINAGE

These lots are controlled by a recorded grading and drainage plan. The lot owner shall be solely responsible for complete compliance for both the grading and drainage plan.

19. ZONING

All lots and improvements are further subject to all applicable zoning laws, ordinances and building codes.

20. AMENDMENT

These conditions, covenants and restrictions may be removed, modified, annulled, waived, changed and/or amended at any time and in any manner by a written declaration setting forth such amendment, etc., which has been executed by the owners of at least 75% of the lots in said plat or described properties and recorded in the Register of Deeds Office for Winnebago County, Wisconsin; provided, however, that such amendment, etc. to be effective shall require the written approval, in recordable form, of the Developer so long as the Developer owns any lots in said plat or described properties. Provided further so long as Developer owns at least 10% of the lots, Developer (1) may add contiguous platted real estate to the conditions, covenants and restrictions hereof and (2) may amend the same with notice to the address of all known owners if the owners of not more than 50% of the lots object to the amendment in writing to the Developer and/or the Architectural Review Committee within 19 days from the date notice is given by the Developer. When lots are added, the additional added lots are to be included in the computation of all percentages from the date of such addition.