

AMENDMENT NO. 1 TO DECLARATION OF  
RESTRICTIVE COVENANTS FOR EMONS ACRES  
SUBDIVISION-VILLAGE OF KIMBERLY,  
OUTAGAMIE COUNTY, WISCONSIN

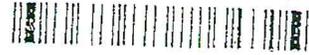
1761654

Document Number

Document Title

Recorded  
JULY 31, 2007 AT 03:06PM  
OUTAGAMIE COUNTY  
JANICE FLENZ  
REGISTER OF DEEDS

Fee Amount: \$19.00



Recording Area

ENVELOPE

1900  
⑤

Name and Return Address

NEW-TITLE SERVICES  
5353 SCHROTH LN  
APPLETON, WI 54913

030 050400, 030 050500;  
030 038200

Parcel Identification Number (PIN)

This instrument was drafted by:  
Attorney David J. Winkel  
36 Jewelers Park Dr., Ste 202  
Neenah, WI 54956

This information must be completed by submitter: 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. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, §9.517. WRDA 2/96

## DECLARATION OF RESTRICTIVE COVENANTS

Emons Acres Subdivision  
Village of Kimberly, Wisconsin

The following Restrictive Covenants are established by GV Development, Inc., a Wisconsin corporation (hereinafter "GV"), and binding upon the property known as Lots 1 through 160 inclusive, (hereafter a "Lot" or collectively the "Lots") of Emons Acres Subdivision, Village of Kimberly, Outagamie County, Wisconsin (the "Subdivision"). These Restrictive Covenants shall be covenants running with the land, and shall be binding upon all present and subsequent owners of the Lots as provided herein, and for the benefit of and the limitations of all future owners and persons claiming under them.

### PART 1

#### GENERAL RESTRICTIONS

##### 1. PURPOSE:

The purpose of these covenants is to ensure the use of the Subdivision for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the Subdivision, to seek the use of quality materials and workmanship, and to maintain the desired atmosphere and appearance of the Subdivision, and thereby to secure to each Lot owner the full benefit and enjoyment of their Lot.

It is intended that these restrictions shall be for the benefit of all Lot owners. It is further intended that these restrictions shall maintain a residential area and no trade or business shall be conducted thereon which shall become a nuisance or annoyance.

##### 2. TOWN/ COUNTY ORDINANCE:

The laws, rules, and regulations of the Zoning Ordinances of the Village of Kimberly, as in effect on the date hereof, shall apply to all of the Lots subject to these Restrictive Covenants. Any buildings to be constructed on the Lots and the use of the Lots, shall comply with such ordinances.

All Lot owners shall comply with all requirements noted on Plat for the Subdivision and on the Drainage Plan for the Subdivision; copies of which are available from the GV or the Village of Kimberly.

##### 3. WETLAND/FLOODPLAIN:

All Lot owners shall comply with all wetlands and floodplain rules and regulations set by Village of Kimberly, Outagamie County, and State of Wisconsin authorities.

##### 4. FOUNDATION:

All buildings shall be erected on permanent foundations of cement, stone or like material and no building shall be erected upon posts. Every residence building shall have a basement under the entire first-floor of building with a basement depth of at least seven (7) feet eight (8) inches.

5. LAND USE AND BUILDING -TYPE:

No Lot, whether alone or in combination with one or more other Lots in this Subdivision; shall be used except for single family or two family residential purposes and restricted as follows:

- A. All dwellings shall have not less than a two-car garage attached thereto, provided that the total garage as attached thereto may not exceed a use for four (4) cars.
- B. All dwellings that require a minimum square footage of 1,500 square feet or above for a single story shall have a roof pitch of not less than 7/12. All other dwellings shall have a roof pitch of not less than 6/12.
- C. One single story storage shed shall be allowed per single family lot, and two single story storage sheds shall be allowed per duplex lot, one on each side. Shed plans and specifications and location shall be submitted to GY for written approval prior to commencement of construction. Said shed shall be located to the rear of the dwelling on said Lot, shall have a maximum storage area not to exceed 144 square feet, and shall be constructed in a style and of materials that are similar to those used in the construction of the dwelling located on said lot.
- D. Two family Lots (Lots 1-65) can be utilized as twin-dominium lots or duplex lots.  
Twin-dominium lots need a lot split by a certified survey map.

6. ARCHITECTURAL CONTROL:

No dwelling or other house or structure or fence may be erected on any lot in this Subdivision until the plans and specifications have been submitted to and approved in writing by GY. All plans and specifications shall be delivered to:

GY Development, Inc.  
c/o Clyde Weycker  
1250 E. North Ave.  
Little Chute, WI 54140

If GY fails to approve or disapprove such plans and/or specifications within thirty (30) days after same have been received by it, said plans and specifications shall be deemed to have been approved.

7. MINIMUM FLOOR AREA AND DESIGN:

Lots 1-39 may have duplexes or twin-dominiums constructed on them. The remainder of the Lots shall only have single family homes constructed on them.

All structures to be erected in the Subdivision shall be of a pleasing and harmonious external design and shall conform with all established setback lines; and any dwelling which fails to conform to the specified minimum areas shall not be permitted on any lot, except with prior written approval of GY. The square footage of the main structure, exclusive of open porches, breezeways and garages shall not be less than:

Dwelling Type

Size

A. Single Family

1. Lots 40-93 (inclusive), 105, 107 and 157
  - a. One Story 1,400 square feet
  - b. Story and a half 1,600 square feet
  - c. Two Story 1,800 square feet
2. Lots 94-104 (inclusive)
  - a. One Story 1,800 square feet
  - b. Story and a half 2,000 square feet
  - c. Two Story 2,200 square feet
3. Lots 106, 108-156 and 158-160 (inclusive)
  - a. One Story 1,500 square feet
  - b. Story and a half 1,700 square feet
  - c. Two Story 1,900 square feet

- B. Duplex (Lots 1-39 inclusive)
- |                            |                            |
|----------------------------|----------------------------|
| One Story                  | 1,300 square feet/per side |
| Story and a half/Two story | 1,600 square feet/per side |
| Two Story                  | 1,600 square feet/per side |

No dwelling shall exceed two stories in height above finished grade level.

All duplex shall be required, at a minimum, to have 1/3 of the front of the home covered by masonry material (brick/stone), and all single family homes shall have a minimum of 2/3 of the front of the home covered by masonry (brick/stone). There shall be no pre-fabricated homes or panelized homes allowed in the Subdivision. All homes must be "stick-built" on site.

8. GRADE:

No structure or landscaping (lawn) shall be permitted until proper grades for each have been set, in accordance with the approved drainage plan for the Subdivision, by a land surveying firm approved by GV, the cost of which shall be borne by the Lot owner.

9. NUISANCES:

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.

10. SIGNS AND ANTENNA:

No sign or antenna, including outside earth stations (satellite dishes) shall be displayed or exposed to the public view except as follows: One sign of not more than six (6) square feet advertising the property as being for sale or rent or erected by a builder, to advertise the property the builder owns and is seeking to sell, during the construction and sales period, except that GV, may utilize signs of any size for advertising properties in the Subdivision for sale.

11. USED BUILDINGS:

No used buildings shall be moved onto any Lot.

12. COMPLETION OF HOME:

Construction of all residential buildings shall be completed on the outside before occupancy and the inside shall be completed within twelve (12) months of visible commencement of work. Lawns shall be completed within one (1) year of occupancy. All driveways shall be hard surfaced in concrete, asphalt or paver brick, within one (1) year of occupancy of a then constructed residential home.

13. CONSTRUCTION SITE:

At all times during construction, the site shall be maintained, to GV's reasonable satisfaction, in a neat and orderly manner. All trash and waste shall be kept in sanitary containers and out of public view.

14. TEMPORARY STRUCTURES, OUTBUILDINGS OR TRAILERS:

Except as may be authorized by GV, no structures of a temporary nature, nor trailers, tents, shacks, barns or similar structures shall be permitted on any Lot, either temporarily or permanently. No structure other than a completed residence shall be occupied. Recreational vehicles, motor homes, snowmobiles, boats, trailers, motorcycles, mini-bikes, fishing shanties, etc., must be stored inside buildings.

15. TRASH:

All trash and waste shall be kept in sanitary containers. No sanitary container is to be put in front of any dwelling sooner than the day before regularly scheduled pick-up, except as may be otherwise authorized by applicable ordinance.

16. FILL:

GV reserves the right to direct the disposition of any fill, including excess excavation fill, which is to be removed from the lot at the lot owner's expense. However, such disposition as directed by ~~GV~~GV shall be within a ten (10) mile radius of the Lot from which it is being removed.

17. ZONING, HEALTH AND OTHER LAWS AND REGULATIONS:

All zoning, health and other laws, ordinances and regulations promulgated by the Village of Kimberly, Outagamie County, or the State of Wisconsin, which pertain to said Subdivision shall be strictly observed and complied with.

18. UNLICENSED VEHICLES AND SALVAGE MATERIALS:

No unlicensed vehicles or junk yards or storage area for cars or other salvage materials of any nature shall be permitted on any Lot or combination of lots within the Subdivision.

19. COMMERCIAL BUSINESS:

Except as may be permitted by local zoning regulations, and as authorized by GV, no commercial business shall be allowed or conducted at any time from any Lot or combination of Lots within the Subdivision.

20. SETBACK LINES:

Setback lines shall conform to local zoning regulations except that GV may, in promoting overall harmony, establish other requirements in addition to and in conformity with such regulations.

21. TERM:

These covenants and restrictions herein contained shall be in effect for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years, unless an instrument terminating or reducing this term shall be executed and recorded in accordance with the requirements and procedures set forth in paragraph 20.

22. AMENDMENT:

These covenants may be amended, waived or removed by the execution and recordation in the office of the Register of Deeds for Outagamie County, Wisconsin, of an instrument executed by not less than two-thirds (2/3) of the Lot owners, provided that so long as GV is the owner of any Lot or property affected by these covenants, or amendment thereof, no such amendment, waiver or removal will be effective without GV's prior written consent, in recordable form. Further, so long as GV shall own any property in the Subdivision, GV, by itself alone, shall be entitled to amend, waive, or remove said covenants.

23. ANIMALS:

No animals, except as normal household pets, shall be kept, bred or raised on any Lot in this Subdivision.

24. FENCES AND LANDMARKS:

No wall, fence (excluding hedge fences) of any kind whatsoever shall be constructed upon any lot within the Subdivision unless the height, type, design and location thereof have the express written approval of GV.

25. VARIATION:

Variations in any of these covenants may be permitted by GV where GV is reasonably satisfied that such variations will be pleasing and general in line with adjacent properties and not be a detriment to the Subdivision as a whole.

26. ENFORCEMENT:

If any Lot or person(s) in possession of any Lot or dwelling on any Lot within the Subdivision shall violate or attempt to violate any of these covenants, it shall be lawful for any other person(s) owning any Lot or owning or occupying any dwelling on any Lot in the Subdivision 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.

27. INVALIDITY OF ANY COVENANTS:

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

28. BENEFIT:

These Restrictions shall be binding on and inure to the benefit of GV, all subsequent owners, or any other persons with an interest in any property in this Subdivision, their heirs, personal representatives, successors and assigns.

29. SIDEWALK/STREET ASSESSMENT:

The owners of Lots that front Emons Road, Railroad Street, Creekview Lane, or Pinecrest Boulevard shall not be subject to sidewalks or street assessments in the near future, until the Village of Kimberly decides to improve the existing streets and/or add sidewalks. The owners of all other Lots will be assessed by the Village of Kimberly for streets and sidewalks when installed by the Village of Kimberly.

30. EASEMENTS:

All easements and right-of-ways, as recorded on the final plat for the Subdivision shall remain in full force and effect.

31. DRAINAGE PLAN AND CULVERTS:

All Lot owners shall comply with the master surface water drainage plan on file with the Village of Kimberly and County of Outagamie. All Lot owners whose Lot fronts on Pinecrest Boulevard, Emons Road, Creekview Lane, or Railroad Street must obtain a culvert permit from the Village of Kimberly prior to installing a driveway.

32. GOVERNMENT PERMITS:

The owner of each Lot shall secure all government permits, such as building permits and culvert permits, needed before any improvements are made to any Lot.

PART II  
HOMEOWNER'S ASSOCIATION

33. There is hereby formed a Homeowner's Association entitled "Emons Acres Homeowner's Association" (the "Homeowner's Association"). The members of the Homeowner's Association shall be all the Lot owners. The Homeowner's Association shall have control and maintenance responsibilities for the Emons Pond Easement Area as shown on the Plat for the Subdivision (the "Pond"). GV will pay the costs to build the Pond. The Homeowner's Association shall maintain the Pond in conformity with all local, county and state rules and regulations, as such rules may be amended from time to time, including maintaining the grass around the Pond, maintaining the weeds in the Pond, maintaining the water quality (including algae) in the Pond, and maintaining the electricity for the pumps in the Pond (if any). The cost of such maintenance shall be born equally between the owners of all the Lots. Each owner of each Lot is entitled to one vote per Lot owned in all matters involving the Homeowner's Association. The Homeowner's Association may elect any officers it deems necessary to carry out its duties. As long as the Developer owns any Lot, the Developer shall be the President of the Homeowner's Association. At least 10 days written notice of all meetings of the Homeowner's Association shall be given to all Lot owners (except in the case of an emergency meeting). The Majority vote of the Lot owners present at any Homeowner's Association meeting shall constitute action of the Homeowner's Association; provided that as long as the Developer owns any Lot, the Developer's vote, even if in a minority, shall control the actions of the Homeowner's Association. All costs of maintenance of the Pond shall be shared equally among all Lot owners, and upon certification by the Homeowner's

Association to the Village of Kimberly, any Lot owner's unpaid maintenance charge may be placed upon the Lot owner's next annual real estate tax bill and paid to the Village of Kimberly, who will forward the money to the Homeowner's Association for payment of the Homeowner's Association's costs for maintenance of the Pond.

The Pond shall not be accessible for use by any Lot owners except by an owner of a Lot that adjoins the Pond. Any Lot owners that adjoin the Pond may not walk across, or go upon, any other Lot owner's property that adjoins the Pond.

PART III  
ELECTRICAL TRANSMISSION EASEMENT

There exists a ninety (90) foot wide easement (the "Easement") through the Subdivision for purposes of electrical line transmission, a copy of which Easement is attached as ~~Exh.~~ <sup>Exh.</sup> A hereto and incorporated herein. The Easement currently houses a single circuit 138,000 volt overhead transmission line supported by steel structures on concrete foundations. The owner of the Easement, American Transmission Company, LLC ("ATC") has granted permission to GV to develop the Subdivision within the Easement; subject to certain restrictions as outlined in a November 15, 2006 letter from ATC to GV, a copy of which letter is attached hereto and incorporated herein as Exhibit B. Those restrictions include the obligation of all owners of Lots 58, 59, 60, 61, 143, 144, and 153 to 157 (the "Easement Lots") must have all plans for building any improvements on such Lots priorly approved in writing by ATC. Such requests for approval should be sent to:

American Transmission Company  
P.O. Box 6113  
De Pere, WI 54115-6113  
Attn: Real Estate and Right-of-Way Representative

All owners of the Easement Lots agree to abide by all the restrictions contained in Exhibit B, including maintaining safe working clearances around all transmission structures and no excavation within 20 feet of any transmission structure. All owners of the above mentioned Easement Lots hereby agree to protect, indemnify, and hold harmless GV (and its affiliated corporations) and its officers, agents and employees from any and all claims, demands, actions, and all liability, costs and expenses (including attorney fees) in connection therewith, which may be made or brought against or incurred by GV, its affiliated corporations or its officers, agents, or employees as a result of injury or death of any person or damage to any property arising out of any activity or use by Easement Lot owners of the Easement area.

Dated this 22<sup>nd</sup> day of December, 2006.

<sup>Exh.</sup>  
GV DEVELOPMENT, INC.  
By: Clyde L. Weycker  
Clyde L. Weycker

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
                                  )SS  
COUNTY OF Winnebago

Personally come before me on December 22, 2006, the above-named Clyde Weycker to me known to be the person who executed the foregoing instrument and acknowledged the same.

David J. Winkel

Notary Public, State of Wisconsin  
My Commission expires: Perpetual

THIS INSTRUMENT DRAFTED BY:  
Attorney David J. Winkel  
Winkel Law Office  
36 Jewelers Park Dr., #202  
Neenah, WI 54956  
Phone: (920) 725-8887  
Fax: (920) 725-9077

AMENDMENT NO. 1 TO DECLARATION OF RESTRICTIVE COVENANTS FOR  
EMONS ACRES SUBDIVISION - VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WISCONSIN

WHEREAS, GV Development, Inc., a Wisconsin Corporation (hereinafter "GV") previously recorded Declaration of Restrictive Covenants against Lots 1 through 160 inclusive (hereinafter a "Lot" or collectively the "Lots") of Emons Acres Subdivision, Village of Kimberly, Outagamie County, Wisconsin (the "Subdivision") on January 24, 2007, as Document No. 1739104 in the Register of Deeds Office of Outagamie County (the "Covenants"); and

WHEREAS, pursuant to paragraph 22 of the Covenants, GV hereby amends the Covenants;  
and

WHEREAS, GV is currently the owner of over two-thirds of the Lots and owns at least one Lot in the Subdivision.

NOW, THEREFORE, the Covenants are hereby amended as follows:

1. In Paragraph 5(d), the number of two family lots shall be changed from Lots 1 through 65, to Lots 1 through 39 inclusive.
2. In Paragraph 16, "GGV" is hereby changed to "GV".
3. Paragraph 33 is deleted in its entirety and replaced by the following Paragraph 33:

"33. Pond. The land encompassing the area designated as "Emons Pond" on Exhibit A attached hereto and incorporated herein, has been deeded by GV to the Village of Kimberly. The Village of Kimberly will maintain the Pond pursuant to its Ordinances and desires, and will assess the owners of the Lots for such maintenance pursuant to the Village of Kimberly Ordinances and assessment policies. Emons Pond shall not be assessable for use by any Lot owners, except by an owner of a Lot that adjoins Emons Pond. Any Lot owners that adjoin Emons Pond may not walk across or, go upon, any other Lot owner's property that adjoins Emons Pond."

4. All the remaining provisions of the Covenants not expressly modified herein remain in full force and effect.

Dated this 25<sup>th</sup> day of July, 2007.

GV DEVELOPMENT, INC.

By: Clyde L. Weycker  
Clyde L. Weycker

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 )SS  
COUNTY OF Outagamie )

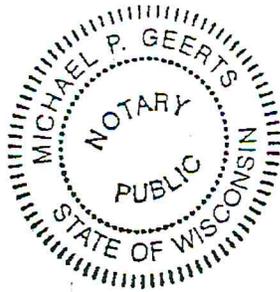
I Personally came before me on July 25, 2007, the above-named Clyde L. Weycker to me known to be the person who executed the foregoing instrument and acknowledged the same.

Michael P. Geerts

Notary Public, State of Wisconsin  
My Commission expires: 8-10-08

THIS INSTRUMENT DRAFTED BY:

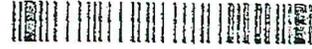
Attorney David J. Winkel  
Winkel Law Office  
36 Jewelers Park Dr., #202  
Neenah, WI 54956  
Phone: (920) 725-8887  
Fax: (920) 725-9077



1810152

Document Number	<p>AMENDMENT NO. 2 TO DECLARATION OF RESTRICTIVE COVENANTS Emons Acres Village of Kimberly, Wisconsin Title of Document</p>
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Recorded  
Sep. 25, 2008 AT 10:08AM  
OUTAGAMIE COUNTY  
JANICE FLENZ  
REGISTER OF DEEDS  
Fee Amount: \$15.00  
Total Pages 3



15.00  
③

Record this document with the Register of Deeds

Name and Return Address:  
Attorney Charles J. Hartzhein  
Herrling Clark Law Firm Ltd.  
800 N. Lynndale Drive  
Appleton, WI 54914  
(920-739-7366)

ENVELOPE

030 050400, 030 050500, 030 038200  
(Parcel Identification Number)

THIS INSTRUMENT WAS PREPARED BY:

Attorney Charles J. Hartzhein  
Herrling Clark Law Firm Ltd.  
800 N. Lynndale Drive  
Appleton, WI 54914  
(920) 739-7366

AMENDMENT NO. 2 TO DECLARATION OF RESTRICTIVE COVENANTS  
FOR EMONS ACRES SUBDIVISION - VILLAGE OF KIMBERLY, OUTAGAMIE  
COUNTY, WISCONSIN

WHEREAS, GV Development, Inc., a Wisconsin Corporation (hereinafter "GV") previously recorded Declaration of Restrictive Covenants against Lots 1 through 160 inclusive (hereinafter a "Lot" or collectively the "Lots") of Emons Acres Subdivision, Village of Kimberly, Outagamie County, Wisconsin (the "Subdivision") on January 24, 2007, as Document No. 1739104 in the Register of Deeds Office of Outagamie County (the "Covenants"); and thereafter recorded Amendment No. 1 to said Declaration of Restricted Covenants by document dated July 25, 2007, recorded July 31, 2007, Document No. 1761654, Outagamie County Register of Deeds Office; and,

WHEREAS, pursuant to paragraph 22 of the Covenants, GV hereby amends the Covenants; and,

WHEREAS, GV is currently the owner of over two-thirds of the Lots and owns at least one Lot in the Subdivision.

NOW, THEREFORE, the Covenants recorded January 24, 2007, Document No. 1739104, are amended as follows:

1. In Paragraph 7, dealing with square footage, sub-paragraph A and B thereof are amended to read as follows:

A. Single Family

1. Lots 40-93 (inclusive), 105, 107 and 157
- |                     |                   |
|---------------------|-------------------|
| a. One Story        | 1,300 square feet |
| b. Story and a Half | 1,500 square feet |
| c. Two Story        | 1,500 square feet |
2. Lots 94-104 (inclusive)
- |                     |                   |
|---------------------|-------------------|
| a. One Story        | 1,800 square feet |
| b. Story and a Half | 2,000 square feet |
| c. Two Story        | 2,200 square feet |
3. Lots 106, 108-156 and 158-160 (inclusive)
- |                     |                            |
|---------------------|----------------------------|
| a. One Story        | 1,300 square feet/per side |
| b. Story and a Half | 1,500 square feet/per side |
| c. Two Story        | 1,500 square feet/per side |

No dwelling shall exceed two stories in height above finished grade level.

- B. Subject to the exceptions set forth below, all duplexes shall be required, at a minimum, to have 1/3 of the front of the home covered by masonry

lots 1-160

material (brick/stone), and all single family homes shall have a minimum of 2/3 of the front of the home covered by masonry material (brick/stone). There shall be no pre-fabricated homes or panelized homes allowed in the Subdivision. All homes must be "stick-built" on site.

As an exception to the above:

- i.) Single-family homes, Lots 40-59 and Lots 77-89 are allowed 1/3 coverage by masonry material (brick/stone).
- ii.) As to Lots 60-76, homes are permitted to have no masonry material (brick/stone) facing on the front.

All the remaining provisions of the Covenants, not expressly modified herein or by Document No. 1761654, remain in full force and effect.

Dated this 22 day of Sept, 2008.

GV DEVELOPMENT, INC.

By: Clyde L. Weycker  
Clyde L. Weycker

Signature authenticated this 22 day  
of Sept, 2008.

[Signature]  
Charles J. Hartzheim, Notary Public,  
State of Wisconsin

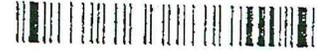
THIS INSTRUMENT DRAFTED BY:

Attorney Charles J. Hartzheim  
Herrling Clark Law Firm  
800 N. Lynndale Drive  
Appleton, WI 54914  
(920) 739-7366

1823014

Document Number	Title of Document
	AMENDMENT NO. 3 TO DECLARATION OF RESTRICTIVE COVENANTS Emons Acres Village of Kimberly, Wisconsin

Recorded  
 Feb. 18, 2009 AT 09:45AM  
 OUTAGAMIE COUNTY  
 JANICE FLENZ  
 REGISTER OF DEEDS  
 Fee Amount: \$15.00  
 Total Pages 3



15.00  
 (3)

Record this document with the Register of Deeds

Name and Return Address:  
 Attorney Charles J. Hartzhein  
 Herrling Clark Law Firm Ltd.  
 800 N. Lynndale Drive  
 Appleton, WI 54914  
 (920-739-7366)

ENVELOPE

030 050400, 030 050500, 030 038200  
 (Parcel Identification Number)

THIS INSTRUMENT WAS PREPARED BY:

Attorney Charles J. Hartzhein  
 Herrling Clark Law Firm Ltd.  
 800 N. Lynndale Drive  
 Appleton, WI 54914  
 (920) 739-7366

AMENDMENT NO. 3 TO DECLARATION OF RESTRICTIVE COVENANTS  
FOR EMONS ACRES SUBDIVISION – VILLAGE OF KIMBERLY, OUTAGAMIE  
COUNTY, WISCONSIN

WHEREAS, GV Development, Inc., a Wisconsin Corporation (hereinafter "GV") previously recorded Declaration of Restrictive Covenants against Lots 1 through 160 inclusive (hereinafter a "Lot" or collectively the "Lots") of Emons Acres Subdivision, Village of Kimberly, Outagamie County, Wisconsin (the "Subdivision") on January 24, 2007, as Document No. 1739104 in the Register of Deeds Office of Outagamie County (the "Covenants"); and thereafter recorded Amendment No. 1 to said Declaration of Restricted Covenants by document dated July 25, 2007, recorded July 31, 2007, Document No. 1761654, Outagamie County Register of Deeds Office; and thereafter recorded Amendment No. 2 to said Declaration of Restricted Covenants by document dated September 22, 2008, recorded September 25, 2008, Document No. 1810152, Outagamie County Register of Deeds Office; and,

WHEREAS, pursuant to paragraph 22 of the Covenants, GV hereby amends the Covenants; and,

WHEREAS, GV is currently the owner of over two-thirds of the Lots and owns at least one Lot in the Subdivision.

NOW, THEREFORE, the Covenants recorded January 24, 2007, Document No. 1739104, and the previous Amendments thereto, are further amended as follows:

1. In Paragraph 7, dealing with square footage, sub-paragraph A thereof is amended to read as follows:
  - A. Single Family
    1. Lots 40-93 (inclusive), 105 – 107 and 157 – 160
      - a. One Story 1,300 square feet
      - b. Story and a Half 1,500 square feet
      - c. Two Story 1,500 square feet
    2. Lots 94-104 (inclusive)
      - a. One Story 1,800 square feet
      - b. Story and a Half 2,000 square feet
      - c. Two Story 2,200 square feet
    3. Lots 108 – 156
      - a. One Story 1,500 square feet
      - b. Story and a Half 1,700 square feet
      - c. Two Story 1,900 square feet

No dwelling shall exceed two stories in height above finished grade level.

lot 29 nka 5925 lots 1-2  
lot 30 nka 5788 lots 1-2

Accept as amended above, all remaining provisions of the original Covenants, and Amendments 1 and 2 thereof, not expressly otherwise modified above, remain in full force and effect.

Dated this 12<sup>th</sup> day of February, 2009.

GV DEVELOPMENT, INC.

By: Clyde L. Weycker  
Clyde L. Weycker

Signature authenticated this 12 day  
of Feb., 2009.

[Signature]  
Charles J. Hartzheim, Notary Public,  
State of Wisconsin

THIS INSTRUMENT DRAFTED BY:  
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