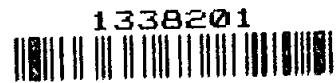


AMENDMENT NO. 2 TO DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR KETTLE KOUNTRY ESTATES  
SUBDIVISION KEWASKUM, WI

Original Document # 1124060, Recorded April 20, 2006  
Amendment No. 1 Document # 1170992, Recorded  
September 6, 2007

Plat known as Kettle Kountry Estates Subdivision  
Recorded on April 7, 2005 Document # 1083691

Parcel being a part of the NE 1/4 of the NW 1/4, part of the  
SE 1/4 of the NW 1/4 and part of the W 1/4 of the NW 1/4  
and part of Lot 5 of Block 41 of the Assessor's Plat of the  
Village of Kewaskum, all in Section 10, T12N, R19E, Village  
of Kewaskum, Washington County, Wisconsin.



RECORDED  
June 04, 2013 1:55 PM  
SHARON A MARTIN, REGISTER OF DEEDS  
WASHINGTON COUNTY, WISCONSIN

Fee Amount: \$25.00

Recording Area

Name and Return Address

State Bank of Newburg  
300 Congress Drive, P.O. Box 20  
Newburg, WI 53060

6

Parcel Identifier No.

AMENDMENT NO. 2 TO DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR KETTLE KOUNTRY ESTATES  
SUBDIVISION KEWASKUM, WI

Original Declaration Recorded 20, April, 2006 as Document #1124060  
Amendment No. 1 Recorded September 6, 2007

WHEREAS, the lot owners of Kettle Kountry Estates assembled on May 22, 2013 and by majority vote approved this Amendment No. 2 to Declaration of Covenants and Restrictions for Kettle Kountry Estates Subdivision Kewaskum, WI and elected 3 Building Committee Members.

KNOWN ALL BY THESE PRESENT, that this amended declaration of covenants and restrictions is made by majority vote of owners for the purpose of establishing and maintaining harmony in the use and development of the plat known as Kettle Kountry Estates Subdivision (the "Subdivision") recorded on 4/7/2005, Document #1083691, the whole parcel being a part of the NE1/4 of the NW 1/4, part of the SE1/4 of the NW1/4 and part of the W1/4 of the NW1/4 and part of Lot 5 of Block 41 of the Assessor's Plat of the Village of Kewaskum, all in Section 10, T12N, R19E, Village of Kewaskum, Washington County, Wisconsin.

ARTICLE 1  
LAND USE

Section 1.1 – Use of Lands: The subdivision shall be used for single-family dwelling purposes only, and for such related purposes as are specifically permitted in the declaration. This section shall not apply to Lot 43.

Section 1.2 – Re-division Regulated: The lots created by the Subdivision shall not, during the time that the sub-divider owns any lot in the subdivision, be re-divided in any manner without the prior consent of the Sub-divider.

Section 1.3 – Sub-dividers Agreement: The development and use of the subdivision is subject to the terms and conditions of that certain Sub-divider's Agreement entered into by and between the sub-divider and the Village of Kewaskum as of 1/06/2005, and recorded as Document #1074602 further amended in the First Amendment to Subdividers Agreement dated 2/20/2008, and recorded as Document #1184095, and the Second Amendment to Subdividers Agreement dated 10/01/2008, and recorded as Document #1203236.

ARTICLE 2  
CONSTRUCTION SPECIFICATION AND REQUIREMENTS

Section 2.1-Types of Buildings: No building shall be erected or placed in the Sub-division other than the following: Single-family dwellings with attached garages for not less than two (2) automobiles; and detached accessory structures as permitted and approved according to this declaration. This section shall not apply to Lot 43 and Lot 71.

Section 2.2-Building sizes: DWELLINGS: The minimum ground floor living area for one-story, single family dwellings shall be at least 1400 sq. feet. Two-story dwellings shall be a minimum of 1780 sq. feet. Split-level dwellings will have at least 900 sq. feet on the main level. This section shall not apply to Lot 43 and Lot 71.

ACCESSORY STRUCTURES: All accessory structures of every type whatsoever must be approved by the Building Committee prior to construction or installation. The maximum size of a detached accessory structure shall be 864 sq. feet, unless the Building Committee approves a larger size.

Section 2.3-Type of Construction: Every dwelling shall be constructed or erected on the site. No previously used building, mobile, or modular home shall be moved onto, or reassembled on any lot.

Section 2.4-Approval of Plans: No building shall be erected in the sub-division without the prior written consent of the Building Committee, and such consent shall not be given without the prior submission of formal plans and specifications. In the event the Building Committee fails to approve, or disapprove any plan, specification, plot plan, or other matter submitted to it hereunder within 30 days after submission, then such plan, specification, plot plan, or other proposal shall be deemed approved.

Section 2.5-Elevations of buildings and Grading of Lots: Each lot shall be graded to harmonize with the finished or proposed grade of adjoining lots and with the street elevation and in compliance with the grading plan dated 4 February, 2004, and approved by the Village of Kewaskum. The final grade of each lot must provide drainage consistent with storm water management regulations of the Village. Lots which are subject to a drainage easement must be graded and maintained so as not to restrict or otherwise disturb the free flow of surface water in the easement. The Building Committee shall approve all final grading plans.

Section 2.6-Completion of Construction: The exterior of every structure located in the sub-division shall be completed within twelve (12) months after the beginning of construction.

Section 2.7-Driveways: Driveways shall be paved within one year from the date of insurance of an occupancy permit for the dwelling by the Village of Kewaskum.

Section 2.8-Temporary Structures: No structure of a temporary character, and no trailer, tent, camper, garage, or outbuilding shall be used as a residence on any lot at any time, either temporarily, or permanently. Nor shall any building be occupied until it has been substantially completed in accordance with the plans and specifications submitted to, and approved by, the Building Committee.

Section 2.9-Construction Materials: Exterior finish materials of all structures must be approved by the Building Committee prior to project groundbreaking. The exterior finish materials of any accessory structures must be substantially the same as the residence on the lot. Owners of lots are required to have a reasonable amount of the front elevation finished with one of the following materials: brick, stone, wood or other natural materials. Quality metal or vinyl siding products

permitted if used in combination with brick or stone, cultured or natural. No roofing materials shall be 3-tab shingles.

Section 2.10-Accountability of Builders/Tradesmen: It shall be the responsibility of each lot owner to repair any damage to, and remove any debris from the roadway of said sub-division caused by the owner's general contractor or subcontractors. Each lot owner must use only his or her lot for construction purposes. Any damage to adjoining lots by construction trucks or equipment will be charged to the lot owner. Please advise your builder and their trades not to trespass on adjoining property. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH!

Section 2.11-Fences: All fences must be approved by the Village of Kewaskum.

Section 2.12-Landscaping: Within twelve (12) months of the issuance of the occupancy permit for a residence on a lot, the owner thereof shall complete the landscaping of the lot.

Section 2.13-Swimming Pools: All swimming pools are subject to village ordinances.

Section 2.14-Mailboxes: The initial purchaser of a lot shall purchase from the developer, at the time of closing, one mailbox as selected by the developer, approved by the US Postal Service, and the Village of Kewaskum. Developer shall install it as a location designated by the US Postal Service.

Section 2.15-Municipality Charges: Municipality charges are subject to change, and are the responsibility of the buyer.

### ARTICLE 3 USE RESTRICTIONS

Section 3.1-Regulated Activities: No business, commercial, or industrial activity shall be conducted on any lot in the sub-division, except those which may be conducted in strict compliance with this section. A home office is permitted so long as no stock or inventory is delivered to, or stored at the home, and no customers, clients, or employees come to the home. No business activity shall be conducted which is, or may become, an annoyance or nuisance to the residents of the sub-division. This section shall not apply to Lot 43.

Section 3.2-Tree Removal: Trees are valuable resources which enhance the value of the entire sub-division. Existing trees shall be preserved whenever possible. Buildings shall be placed to minimize the destruction of trees. Site plan approval by the Building Committee shall be given in consideration of this Section.

Section 3.3-Commercial Signs: No commercial sign of any type shall be erected in any part of the sub-division, except those reasonable signs indicating properties for sale during periods of construction or sale. This section shall not apply to Lot 43.

Section 3.4-Animals/livestock: No animals, livestock (cattle or poultry), of any kind, shall be raised, bred, kept on any lot except for dogs, cats, or other household pets, provided that they are not kept, bred, or maintained for commercial purposes, or allowed to annoy neighbors. This does not pertain to fish, birds, hamsters, and other small animals which are kept indoors at all times. No exotic animals shall be allowed outdoors, or abandoned anywhere in the sub-division. No animals shall be permitted to run-at-large within the sub-division. The property owners shall be responsible for restraining their animals(s) while outdoors, and also for the removal of all animal waste promptly. Dog runs, kennels, or other similar structures must be approved by the Building Committee prior to construction, and may be placed no closer than 30 feet from any adjoining residential structure.

Section 3.5-Tanks, Towers & Antennae: No bulk fuel storage tanks, whether above ground, or underground, shall be placed anywhere in the sub-division at any time. No radio tower, or tower of any type, shall be erected, or installed, anywhere in the sub-division. Satellite dish antennae, not to exceed 36" in diameter, may be installed on a residence without the consent of the Building Committee. Conventional television antennae may be installed only in the attic area of the residence.

Section 3.6-Abandoned Vehicles/Refuse: Unregistered vehicles (or parts thereof), discarded machinery and equipment, off-road vehicles, bicycles, trailers, scrap wood or metal, or other debris of any type whatsoever, shall not be accumulated, or stored on any lot. The decision of the Building Committee in the enforcement of this section shall be final.

Section 3.7-Recreational Vehicles/Boats: Campers, boats, snowmobiles, and other recreational vehicles, equipment and transportation trailers kept within the sub-division, shall be stored in a closed garage during the off-season. No snowmobile, motorized off-street bike, all-terrain vehicle, or other such vehicle, shall be operated within the sub-division. Boats and campers shall not be parked or stored on the street adjacent to any lot.

Section 3.8-Trash and Garbage Disposal: Trash and garbage shall be kept in sanitary containers. All trash containers shall be kept in clean and sanitary condition, and shall be kept in a garage, or suitably screened from view of the street and dwellings.

Section 3.9-Mailboxes: There will be an additional fee of \$100.00 for common mailbox placement.

#### ARTICLES 4 ADMINISTRATION

Section 4.1-Building Committee: The members of the Building Committee shall be those elected by majority vote on May 22, 2013 by lot owners.

Section 4.2-Successor Building Committee: In the event of the death or inability of members of the Building Committee to act as the Building Committee, the lot owners then in possession of title of lots in the sub-division shall meet and form an association which shall appoint three (3)

owners as the members of the Building Committee. The owners of each lot shall have one (1) vote in such association.

Section 4.3-Termination: Whenever the Building Committee determines that the sub-division has been fully developed, the Committee may be disbanded by the unanimous action of the members then serving. The Committee shall record a notice of such decision in the office of the Register of Deeds for Washington County.

Section 4.4-Terms of Covenants: The provisions of this Declaration shall be covenants which run with the land and shall be binding on all persons claiming and owning any interest in the sub-division for a period of twenty-five (25) years from the date on which this Declaration is recorded, after which these covenants shall be automatically extended for periods of ten (10) years each, unless an instrument signed by all of the owners of the lots in the sub-division agreeing to change or terminate these covenants has been executed and recorded.

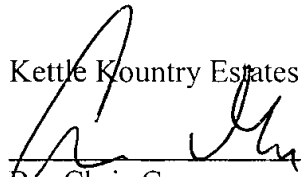
Section 4.5-Enforcement: The Building Committee, or any owner, may enforce these covenants by proceedings in law, or in equity against any person, or persons, violating, or attempting to violate any provision hereof. The failure to promptly enforce any provision of this Declaration shall not be a defense against the subsequent enforcement of such provision.

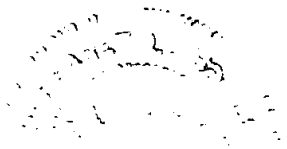
Section 4.6-Expansion: These covenants and restrictions may be expanded to adjacent lands owned by the undersigned by recording an amendment to this Declaration which sets forth the description of such adjacent lands, and which incorporates this document by reference to its recording date.

The foregoing covenants are binding upon the Developer and the owners of lots # 1, 10, 11, 12, 16, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 52, 56, 57, 58, 59, 63, 64, 65, 66, 67,68, 69, 70, 71 within the Plat and may be enforced by the Village of Kewaskum, or any owner of a lot within the Plat.

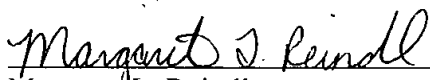
IN WITNESS WHEREOF the undersigned, being the Building Committee appointed by the Kettle Kountry Estates Association, has caused this Declaration to be executed this 3 day of JUNE, 2013.

Kettle Kountry Estates

  
By: Chris Guse  
Building Committee Member



State of Wisconsin  
County of Washington  
Subscribed and sworn to before me on June 3, 2013

  
Margaret L. Reindl  
My Commission: is permanent.

Drafted By:  
Margaret Reindl