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Covenants and Easements**
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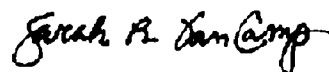
ROYAL ST. PATRICK'S RESIDENTIAL DEVELOPMENT,
WRIGHTSTOWN, WISCONSIN

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**DECLARATION OF CONDITIONS, PROTECTIVE COVENANTS
AND EASEMENTS FOR THE
ROYAL ST. PATRICK'S RESIDENTIAL DEVELOPMENT,
WRIGHTSTOWN, WISCONSIN**

THIS DECLARATION, originally dated the 23rd day of August 2002, by ROYAL ST. PATRICK'S DEVELOPMENT CORPORATION, is hereby revised by the Royal St. Patrick's Homeowner's Association, Inc. hereinafter called "the Homeowner's Association" and in effect as of the 19th day of April 2021.

WITNESSETH:

WHEREAS, the Homeowner's Association is responsible to oversee the real property located in the Village of Wrightstown, Outagamie County, Wisconsin, legally described on Exhibit "A" attached hereto, and desires to subject said real estate to the conditions, restrictions, covenants, reservations and easements for the benefit of said real estate as a whole and for the benefit of each owner of any part thereof and in so doing will benefit the Village of Wrightstown.

NOW THEREFORE the Homeowner's Association hereby declares that the real estate described on Exhibit "A" shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements set forth in this Declaration which shall inure to the benefit of and pass with said real estate and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof and this Declaration will be recorded with Outagamie County.

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ARTICLE I
PURPOSE, DEFINITIONS AND USE RESTRICTIONS

1.1 General Purpose.

The general purpose of this Declaration is to help assure that Royal St. Patrick's will become and remain an attractive community and toward that end to preserve and maintain the natural beauty of open spaces, to ensure the best use and the most appropriate development and improvement of each Lot; to protect owners of Lots against such use of surrounding Lots as will detract from the residential value or enjoyment of their property; to prevent the erection of Homes, garages, Structures and Improvements within Royal St. Patrick's which do not conform with the design or general aesthetics of the existing, planned or neighboring Homes, garages, Structures and Improvements; to obtain harmonious use of material; to ensure the highest and best residential development of Royal St. Patrick's and the Lots located therein; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from streets, and adequate spaces between Homes, garages, Structures and Improvements to ensure light, air, privacy and to minimize damage from fire, and to otherwise secure mutual enjoyment of benefits for owners and occupants of Lots within Royal St. Patrick's.

1.2 Definitions.

A. "Association" shall mean the ROYAL ST. PATRICK'S HOMEOWNERS ASSOCIATION, INC., a Wisconsin not-for-profit corporation which shall be organized and incorporated under this Declaration.

B. "Basement" shall mean any unfinished area below grade.

C. "Common Areas" shall mean any area within Royal St. Patrick's which is not a Lot or a dedicated street or other dedicated area for which the Village has assumed responsibility for maintenance, and which is conveyed to the Association, or any other area within Royal St. Patrick's designated at any time in the future by the Homeowner's Association as a Common Area. Common Areas include any facilities located on the Common Areas. Common Areas do not include areas of an Owner's Lot which cannot be built upon because of municipal or state restrictions.

D. "Family" shall mean one or more persons related by bond, marriage or adoption who are living, sleeping, cooking and eating on the premises as a single housekeeping unit and shall exclude any person or groups of persons where three or more are not so related or engaged as household employees.

E. "Fence" shall mean an enclosing barrier consisting of vegetation, wood, stone, metal, vinyl or other material. The term Fence shall be construed to include plantings, such as hedges.

F. "Golf Course" shall mean the 19-hole golf course constructed on land near, within, or adjacent to Royal St. Patrick's, including the real estate designated on the Plat of Royal St. Patrick's as Lots 2, 4, 55 and Outlots 1, 2, 3 and 4, together with all buildings and other improvements which are or may hereafter be constructed or located thereon.

G. "Home" shall mean a residential building designed and used as a dwelling for one Family (which shall not include any attached garage).

H. "Home Occupation" shall mean any occupation, except for professional offices, carried on by a member of the immediate Family residing on the Lot in connection with which there is used no sign or display that will indicate from the exterior that the Home is being utilized in whole or in part for any purpose other than that of a dwelling; there is no commodity sold upon the Lot; no person is employed on the premises other than the member of the immediate Family residing thereon; and no mechanical or electrical equipment is used except such as permissible and commonly used for purely domestic or household purposes. No accessory building shall be used for such Home Occupation.

I. "Lot" shall mean a platted lot within Royal St. Patrick's identifiable by reference to a name and lot number, and which has been expressly made subject to this Declaration. The term "Lot" does not include any portion of the Golf Course.

J. "Lot Owner," "Lot Owners" or "Co-Owners" shall mean the holder(s) of a legal or equitable ownership interest in fee simple record title to a Lot, regardless of the type of tenancy or estate and shall include land contract vendees and vendors.

K. "Plat of Royal St. Patrick's" shall mean the subdivision plat recorded with the Outagamie County Register of Deeds on August 16, 2002 in Cabinet "i", Pages 1-10 as Document No. 1480965, including platted Lots 1-97 and Outlots 1-6 and any subsequent revisions or changes approved by the Homeowners Association and filed with the Outagamie County Register of Deeds.

L. "Property" shall include a Lot and all improvements thereon.

M. "Recreational Vehicles" shall mean all boats and other watercraft, trail bikes, travel trailers and vans, motor homes, snowmobiles, dune buggies, golf carts, trailers of any type and other off-street motorized vehicles of any kind.

N. "Royal St. Patrick's" shall mean the lands described on the attached Exhibit "A", and such other portions of real estate as may become subject to this Declaration pursuant to an amendment hereto, excluding lands now or hereafter dedicated to the Village.

O. "Section" shall mean all those provisions within a numbered heading of this Declaration.

P. "Structure" and "Improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: Home, building, outbuilding, shed, booth, garage, carport or above-ground storage facility; tent; exterior lighting or electric fixture, pole or bug control device; antenna, tower, dish or other device, free-standing or attached, for the transmission or reception of electronic signals; Fence, retaining or other wall, fountain, in-ground swimming, wading pool or hot tub; plantings; driveway, sidewalk or walkway; pet kennels or run line; screened or other type of porch, patio or gazebo, tree house or other exterior play equipment; berms and swales; and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located entirely within the exterior perimeter walls of the single family building constructed on the Lot. Use of the phrase "structure or improvement" or any other use of such words shall not imply different meanings for such terms.

Q. “Village” shall mean the Village of Wrightstown, Outagamie County, Wisconsin.

R. “Zero Lot Line Lots” shall be defined as Lots 26-28, 31, 34-37, 40-52, 57-68, 90-96 of the Plat of Royal St. Patrick’s and future Lots 98-106 (note Lots 98-106 will be in future additions and the designation of said Lots 98-106 as Zero Lot Line Lots is subject to change within the sole discretion of the Homeowner’s Association).

1.3 Property Subject to this Declaration.

The following real estate shall be subject to this Declaration: Lots 3, 5 thru 22, 25 thru 29, 33 thru 35, 38 thru 42, 45, 46, 50 thru 56, 62 thru 97, Outlots 1 and 2 of the recorded plat of “Royal St. Patrick”, recorded in cabinet 1, Page 1, document no. 1480965, Outagamie County records. Lots 106 thru 146 of the recorded plat of “Royal St. Patrick First Addition”, recorded in cabinet 1, Page 77, document no. 1579631, Outagamie County records. Lots 1 thru 4, CSM number 7593, document no. 2141616, Outagamie County records. Lots 1 and 2, CSM number 5999, document no. 1840842, Outagamie County records. Lots 1 and 2, CSM number 5970, document no. 1830708, Outagamie County records. Lot 1, CSM number 7319, document no. 2095647, Outagamie County records. Lots 1 and 2, CSM number 7199, document no. 2076400, Outagamie County records. Lots 1 and 2, CSM number 7200, document no. 2076401, Outagamie County records. Lot 1, CSM number 7374, document no. 2107067, Outagamie County records. Lots 1 and 2, CSM number 7111, document no. 2063200, Outagamie County records. Lots 43 and 44, n/k/a Lot 1, CSM number 7906, document no. 2196048, Outagamie County records, and such other portions of real estate as may become subject to this Declaration, pursuant to an amendment hereto; all being in part of Sections 28 and 33, T22N-R19E, Village of Wrightstown, Outagamie County, Wisconsin.”

1.4 Land Use and Building Type.

A. Any and all Lots located within Royal St. Patrick’s shall be used for single family residential purposes only, except that a Home Occupation may be conducted in or from any Home. Provided, however, if a Home Occupation is conducted from a Home, any conduct in connection with the Home Occupation or incidental thereto which creates or becomes a nuisance to the other Lot Owners, as determined within the sole discretion of the Homeowner’s Association, shall be prohibited.

B. Only one Home may be constructed on each Lot and no garage, tent or other improvement (except for the Home), shall be used for temporary or permanent living or sleeping for family or guests without the prior written consent of the Homeowner’s Association. Further, no Lot may be divided by plat, survey or otherwise to create an additional Lot without the prior written consent of the Association.

C. Each Lot owner shall, at the Owner’s cost, even if no residence has been constructed by such Owner, maintain the yard, including the cutting of grass and snow and ice removal from driveways and sidewalks in a neat, orderly and timely manner and shall maintain all structures on the Lot in good repair and condition.

1.5 Use of Golf Course.

A. The Golf Course is private property. No Lot Owner shall have access to or rights to use or enjoy the Golf Course or any part thereof by virtue of ownership of a Lot in Royal St. Patrick's. Any and all use of the Golf Course shall be subject to the terms, requirements, fees and other conditions established from time to time by the Golf Course Owner in its sole and absolute discretion. No special privileges with respect to use of the Golf Course shall exist except as set forth in writing signed by the owner of the Golf Course.

B. Each Lot in Royal St. Patrick's which is located adjacent to any portion of the Golf Course shall be subject to a perpetual, non-exclusive easement hereby established by the Homeowner's Association for the benefit of the owner of the Golf Course, the Golf Course and its users, for purposes of permitting the flight, landing and retrieval (but not hitting), of errant golf balls.

1.6 RELEASE/WAIVER.

THE LOT OWNER HEREBY ACKNOWLEDGES THAT THERE SHALL BE NO RECOURSE TO AND HEREBY WAIVES AND RELEASES ANY AND ALL CLAIMS, ACTIONS, RIGHTS, DAMAGES OR LIABILITIES AGAINST THE HOMEOWNER'S ASSOCIATION, ITS DIRECTORS, OFFICERS AND AFFILIATES, THE GOLF COURSE, AND THE OWNER OF THE GOLF COURSE, ARISING OUT OF OR RELATED TO ANY PROPERTY DAMAGE OR PERSONAL OR BODILY INJURIES, COSTS, EXPENSES OR OTHER DAMAGES INCURRED OR SUFFERED WITHIN ROYAL ST. PATRICK'S ON ACCOUNT OF USE OF THE GOLF COURSE BY LOT OWNER OR ANY THIRD PARTY.

1.7 Use and Maintenance of Common Areas.

- A. The Association shall maintain the Common Areas so as to be neat and attractive in appearance. Any signs, monuments, structures or landscaping constructed by the Homeowner's Association for the general benefit of the Lot Owners shall also be properly maintained by the Association.
- B. The Homeowner's Association shall be permitted, if cost effective and consistent with prudent management practices, to contract with the Golf Course owner, or any condominium or other homeowner's association managing a portion of Royal St. Patrick's for the rendering of services to maintain the Common Areas.
- C. Each Lot Owner shall have the non-exclusive right and limited easement to use and enjoy the Common Areas, but only for the purposes for which such Common Areas are intended. Such right and easement shall be subject to this Declaration, to the rules and regulations of the Homeowner's Association, and to any restrictions or limitations contained in any deed or amendment to this Declaration which effect the Common Areas. Each Lot Owner may delegate his or her right of use and enjoyment to his or her Family members, guests, and tenants, subject to reasonable regulations by the Association. A Lot Owner shall be deemed to have made such delegation to the tenant of any leased Lot or Home.
- D. Golf Course maintenance may occur at any time. The Golf Course owner may use certain pesticides, herbicides, fungicides or other compounds in the ordinary course of maintenance.

1.8 Manufactured or Relocated Homes.

No Home shall consist of and there shall not be permitted upon any Lot, (i) any dwelling unit or Home, a substantial portion of which was fabricated and assembled off-site, including without limitation, any mobile home, manufactured home or other dwelling unit constructed or fabricated at one location with intention for occupancy at another location, or (ii) any other dwelling unit or Home which is constructed or located outside of Royal St. Patrick's and thereafter sought to be moved into Royal St. Patrick's. It shall be within the Homeowner's Associations sole discretion as to whether a dwelling unit or Home violates this Section.

1.9 Mailboxes and Lampposts.

A. Mailboxes. Homeowner's Association, within Homeowner's Association's sole discretion, may require cluster mailboxes on certain streets or portions of streets located in Royal St. Patrick's. The Homeowner's Association and US Postal Service shall be solely responsible for the costs related to the installation of the cluster mailboxes. All Lot Owners whose mailboxes are contained within one of the cluster mailboxes, if any, located in Royal St. Patrick's shall be equally responsible for the maintenance of any and all cluster mailboxes located in Royal St. Patrick's and any costs incidental thereto.

B. Lampposts. Each Lot Owner shall be required to purchase and install a lamppost prior to the completion of the construction of any Home. The Lot Owner shall be solely responsible for the installation and maintenance of the lamppost, and any costs incidental thereto, at locations selected and approved by the Homeowner's Association to insure harmony of appearance in Royal St. Patrick's. Information and recommendations for acceptable lampposts are available from the Homeowners Association for new lot owners. Unless otherwise determined by the Homeowner's Association, the lampposts shall be eight (8) feet in length with three (3) feet submerged underground in a concrete base (i.e., the total height of the lamppost above ground shall be five (5) feet) and the lamppost shall be installed at a location approximately ten (10) feet inside the front Lot line. The lamppost shall be wired to the Home and lit from dusk to dawn. The lamppost shall have an electrical outlet, a hanger for the address number of the Home and contain a photo-eye. Either 75 watt or 100 watt incandescent or LED bulbs shall be used. Burned out light bulbs are to be replaced within 72 hours. The Association shall have the right to replace light bulbs and charge the Lot Owner for the costs related to the replacement of light bulbs and labor to install the same.

1.10 Nuisances.

No noxious odors shall be permitted to escape from any Lot and no activity which is, or may become, a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any Lot. Outside parking of any inoperable motor vehicles, campers, Recreational Vehicles, other materials, vehicles or any large objects on any Lot is prohibited.

1.11 Sidewalks.

All sidewalks where installed shall be kept free and clear of snow and ice at the sole expense of the abutting Lot Owner. Village ordinance requires the prompt removal of any accumulated snow and ice.

1.12 Signs.

No permanent sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than six (6) square feet per side of the sign advertising the Lot and/or Home for sale and one standard sign (showing the Lot Owner's name) shall be allowed. The standard sign (showing the Lot Owner's name) shall be approved by the Homeowner's Association for uniform use in terms of size, design, appearance and location for each Lot in Royal St. Patrick's. Provided, however, if a sign creates or becomes a nuisance to the other Lot Owners, as determined within the sole discretion of the Homeowner's Association, said sign shall be removed at the Lot Owner's sole expense. All signs shall be located at least ten (10) feet back from the Lot line.

1.13 Fences and Walls.

In general, fencing will be prohibited other than for protection and safety of swimming pools as described in Section 1.19 below.

In addition to any restrictions contained herein all Fences shall comply with all applicable laws and ordinances, including but not limited to the Village of Wrightstown Code.

1.14 Restrictions on Use of Recreational Vehicles.

Recreational Vehicles shall not be parked, kept or stored on any Lot outside an enclosed garage for more than four (4) consecutive days or more than thirty (30) days in any one calendar year, except for temporary storage for loading and unloading purposes for a period of not more than twenty-four (24) hours, without prior approval of the Homeowners Association. Such Recreational Vehicles shall not be used or operated on any Lot or otherwise within Royal St. Patrick's, except on dedicated streets in accordance with applicable traffic laws. No repairs of any Recreational Vehicle shall be permitted on a Lot except in the garage of the Home located on such Lot.

1.15 Animals and Pets.

No livestock, poultry, reptile or other animal of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other normal household pets may be kept so long as not kept, bred or maintained for any commercial purpose or in an unreasonable manner or which may be contrary to applicable law (no more than three (3) dogs or cats are permitted per Lot).

The right of any Lot Owner to keep such a pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner, as determined within the sole discretion of the Homeowner's Association and is not allowed to run at large. Dog houses, dog kennels, cages, sleeping quarters or any kind of outside housing for animals shall not be allowed, except that a dog or pet run of no larger than 100 sq. ft. in size may be created provided that it is not visible from the street passing by the front of the residence. In addition, any dog or pet run must be visually hidden from the view of adjacent Lot owners. Invisible fencing may be used to create this area. A dog or pet run may be visually hidden by shrubbery or plantings of sufficient size and placement to impede the view of the dog or pet run to adjacent Lot owners, with prior written consent and only after plans showing the design and use are approved by the Homeowner's Association. Said approval is within the sole discretion of the Homeowner's Association.

Lot owners may keep pets on the conditions that:

- a. The individual attending the pet is responsible for and shall immediately dispose of any and all of the pet's solid waste in a manner required by the Homeowner's Association.
- b. The pet is licensed by the Village or appropriate licensing authority, as required under applicable ordinances.
- c. No unattended pets are permitted on the Golf Course at any time.
- d. The pet may be immediately and permanently removed from the property if, in the sole judgment of the Homeowner's Association Board, the pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner, or otherwise violates terms of this section or any rules adopted relating to pets.
- e. The owner of the pet shall comply with such further rules of pet ownership as may be promulgated by the Homeowner's Association Board.
- f. Notwithstanding anything to the contrary herein, possession of pets shall not be considered a property right.

1.16 Garbage, Refuse, Compost and Woodpiles.

Lots shall be kept free of debris during construction or improvements thereon by maintenance of a dumpster onsite. The refuse, garbage and recyclable receptacles for each occupied home shall be maintained and stored in the residence or garage, suitably screened from view from streets and adjoining Lots, except for a period of 12 hours prior to and following the scheduled garbage pickup.

There shall be no burning or burial of any garbage, trash, or debris at any time. Compost and woodpiles shall be screened from view of the streets and adjoining Lots. Firewood storage shall be limited to private use only and shall not be sold by the Lot Owner or any other person or entity.

1.17 Lakes and Ponds.

The lakes, ponds, streams, drainage ways and storm water detention/retention facilities located within or adjacent to Royal St. Patrick's are privately owned by the Golf Course and are part of the Village's storm water management program. No lake or pond shoreline may be altered in any way by any Lot owner from its original state without specific written consent, knowledge, and prior approval of the Golf Course owner, the Village of Wrightstown, and the Homeowner's Association. There shall be no swimming or wading within, or any floating or other navigation upon any lakes, ponds, streams, drainage ways or storm water detention/retention facilities located within or adjacent to Royal St. Patrick's or the Golf Course.

No fishing is permitted on the lakes, ponds, streams, drainage ways or storm water detention/retention facilities located in or adjacent to Royal St. Patrick's or the Golf Course.

The deposit of fertilizer, grass clippings, or other organic materials into lakes, ponds, streams, drainage ways or storm water detention/retention facilities located within or adjacent to Royal St. Patrick's or the Golf Course or any other polluting thereof shall be prohibited. Brush piles, fish cribs, stones, rocks, gravel or trees shall not be deposited into any lake, pond, stream, drainage way or storm water detention/retention facility.

No fish or other aquatic animals shall be released into the lakes, ponds, streams, drainage ways or storm water detention/retention facilities and anyone releasing unauthorized fish or other aquatic

animals into the lakes, ponds, streams, drainage ways or storm water detention/retention facilities shall be charged removal costs at the Homeowner's Association's discretion.

The feeding or releasing of ducks and geese within Royal St. Patrick's shall be prohibited.

No cars, trucks, snowmobiles or other motorized vehicles, cross country skis or other devices are allowed on the lakes, ponds, streams, drainage ways or storm water detention/retention facilities during the winter or at any other time.

The Homeowner's Association shall not be liable for costs, expenses, damages or injury incurred by those Lot Owners or their guests or invitees who violate these restrictions. Lot Owners are solely responsible for abiding by and enforcing all covenants and restrictions and will bear any costs, damages or restitution necessary because of the actions of their children, guests, or invitees.

1.18 Antenna, Solar Panels, Windmills and Clothesline Poles.

No roof-top, tower-mounted or other external antenna or satellite dish in excess of eighteen (18) inches in diameter, for television or radio reception or transmission, or for other electronic transmission or reception or solar heating panels shall be erected or used without the prior written consent of the Homeowner's Association, which consent may be denied in the Homeowner's Association sole and absolute discretion. Windmills (excluding the standard size lawn ornaments), and clothesline poles shall not be permitted on any Lot.

1.19 Swimming Pools.

Only in-ground swimming pools and hot tubs (both in-ground and above-ground) shall be permitted within Royal St. Patrick's. In addition to the restrictions contained herein, the swimming pool, hot tub, and the protective Fence shall comply with all applicable laws and ordinances, including but not limited to the Village of Wrightstown Code, and shall be subject to final approval by Homeowner's Association.

1.20 Maintenance Easement on Zero Lot Line Lots.

"Zero Lot Line Lots" are buildings permitted to be located on a Lot boundary line. In such cases, an easement is granted over the adjoining Lot for a distance of ten (10) feet for the purpose of providing access for maintenance of the building wall located on or near the adjoining Lot line. No Fences can be erected unless it has an opening or door which leaves access to this area.

1.21 Deemed Nuisances.

Every violation of this Declaration is hereby declared to be and to constitute a nuisance, and every public and private remedy allowed for such violation by law or equity against a Lot Owner or other offender shall be applicable and available to the Homeowner's Association or any other Lot Owner, as the case may be. Any Lot Owner in violation of this Declaration shall be responsible for all costs, including attorney's fees, incurred by the Homeowner's Association or other Lot Owners, as the case may be, as a result of the enforcement of this Declaration and the correction of any violations thereof.

1.22 Removal of Nonconforming Improvements.

The Homeowner's Association, after reasonable notice to the Lot Owner or other offender, may, in its own right or as agent for each of the other Lot Owners, bring an action in law or equity to remove any Improvement constructed, reconstructed, refinished, altered, or maintained in violation of this Declaration, and the Owner of the offending Improvement shall reimburse the Homeowner's Association, for all expenses incurred in connection with such action, including costs and reasonable attorneys' fees. If any Lot Owner or Occupant fails to comply with this Declaration, the Bylaws or rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief (including an order requiring the removal at the Owner's expense of building constructed without Architectural Review Committee approval, subject to any other remedy provided by the Bylaws, or all of the above), as a result of such noncompliance. The Homeowner's Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

ARTICLE II CONSTRUCTION OF IMPROVEMENTS

2.1 Architectural Control.

A. In the interest of promoting attractive design, it is preferred but not required that any Home, garage or other Structure or Improvement of any kind be designed by an architect or practicing home designer.

B. No Home, garage or other Structure or Improvement of any kind shall be installed, erected, constructed or placed on any Lot in Royal St. Patrick's (or altered or changed with respect to layout, location or exterior design, appearance, elevation or material composition) without (a) prior submission of a set of detailed plans and specifications to the Architectural Review Committee (ARC) of the Homeowner's Association for its review; and (b) acquisition of prior written approval by the ARC of Homeowner's Association with respect thereto. Plans to be considered appropriate for review by the Architectural Review Committee must include the following (unless the Homeowner's Association advises a Lot Owner in writing to the contrary): construction drawings, plans and specifications (preferably prepared by an architect or a qualified home designer if the Improvement involves construction of a Home, garage or addition or change to either) showing dimensions and composition of exterior materials and a plot plan showing the location of the Improvement with respect to set-backs from Lot lines and other buildings and Improvements, finish grade elevations, topography, drives, existing plantings and other data pertinent to such review by the ARC as it may reasonably request. The design, layout, and exterior appearance of each Home shall be such that, in the sole opinion of the ARC at the time of approving the building plans, the Home, garage or other Structure or Improvement will have no substantial adverse effect upon Property values in Royal St. Patrick's.

C. The Architectural Review Committee may deny or withhold approval of any proposed Home, garage or other Structure or Improvement based upon any one or more of the following factors: in the Architectural Review Committee's sole discretion, any one or more of the general purposes specified in Section 1.1 will not be satisfied; material composition and quality; exterior design and appearance; coordination with other existing or contemplated Structures or Improvements; location with respect to topography and existing surroundings; set-backs; finished grade elevations; access; drainage or landscaping; the general appearance of the proposed Home,

Structure, Improvement or plan relating to the same does not conform with the existing or planned Structures, Homes, neighboring buildings or the general purpose intended for Royal St. Patrick's; and general aesthetics.

D. Approval by the Architectural Review Committee of the Homeowner's Association is required for the issuance of a Village building permit, which is required prior to:

- Commencement of construction of any building or other improvement on any Lot, or
- The reconstruction of any building or other improvement on any portion or portions of such property following a casualty loss thereto, or
- The demolition of any building or other improvement on any portion or portions of such property, or
- The alteration of the exterior of any building or other improvement on such property, or
- The installation of an awning, enclosure, hot tub, swimming pool, fixed grill or other significant landscaping features on any such property.

E. Without intending to limit the generality of the foregoing, it is intended that the exterior appearance of any portion of a Home, garage or other Structure or Improvement may not be changed in any significant respect and following approval of building plans by the Architectural Review Committee, the improvement described therein shall be developed strictly in accordance with the approved plan and drawings.

F. The ARC shall be acting in a reasonable manner if it disapproves of and denies the approval of the drawings and plans for a residence because such residence would be similar in appearance to other residences in close proximity.

G. No building or Home shall be erected, altered, placed, or permitted to remain on any Lot, which exceeds two and one-half stories in height (not including Basement) or thirty-five (35) feet above grade (above grade is eight (8) inches below top of foundation), whichever is less, except with prior written consent of the Homeowner's Association. Heights of all other structures shall be subject to Homeowner's Association's approval. All single-family Homes constructed shall have a Basement.

G. No building permit from the Village may be applied for unless the plan and application submitted to the Village building inspection department has a signed approval on it by the Architectural Review Committee of the Homeowner's Association. Prior to submitting the plan and application to the Village for the issuance of a building permit, the Lot Owner must submit a set of original applications, plans and specifications to the ARC for review and approval. In the event Homeowner's Association or its designated representative fails to approve or disapprove the plan and specifications within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such structure or the making of such alterations or to require the removal thereof has been commenced within one year from the date of the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with.

H. An attached enclosed garage shall be constructed at the time of construction of the Home and all exterior portions of such garage shall be completed prior to occupancy of the Home. All garages shall not be less than 2 stalls. No more than 3 stalls shall be to the front of the Home. Any

additional stalls in excess of 3 shall be to the side or rear of the Home. No lean-to carports are permitted.

I. The requirements set forth in this Section may be modified by the Homeowner's Association in situations resulting from unusual building or Lot conditions or aesthetic or other factors deemed appropriate by the Homeowner's Association in its sole discretion. Corner Lots and odd-shaped Lots may be exempt from the minimum square footage limits set forth in Section 2.2 below at the sole discretion of the Homeowner's Association.

J. If after completion of the improvements to an affected property, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements, the Owner shall comply with the requirement to obtain prior approval of the Architectural Review Committee before commencing any such changes, providing and submitting proposed alteration plans to the ARC. A proposed alteration is deemed substantial if it affects the location or exterior appearance of the approved improvements.

K. The Architectural Review Committee may, in its sole discretion, also permit superior construction materials as substitutes required in this Declaration. Any such waiver or approval must be expressed in writing. The Architectural Review Committee may enforce any standard, even if it has, expressly or by acquiescence, permitted previous deviations from such standard.

L. Each member or former member of the Architectural Review Committee, together with the personal representatives and heirs of each such person, shall be indemnified by the Homeowner's Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by, or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason or service as a member thereof, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Homeowner's Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liabilities, loss, damage, costs and expenses incurred or suffered by the Homeowner's Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed as indemnification of such person with respect to such person's status as an Owner, occupant or otherwise.

2.2 Minimum Architectural Standards for Homes and Garages.

A. Each Home shall have the following minimum living area (exclusive of the Basement, attic, garage, porches, patios and storage areas; provided however, finished lower levels or levels below grade shall be considered in calculating the total square footage of the minimum living areas required so long as said finished lower level has walk out access or accessible windows and meets all requirements of the Village of Wrightstown Code, and any other applicable laws.):

1. Residence Type – Phase 1 & 2

GOLF COURSE

ONE STORY

MORE THAN ONE STORY

ZERO LOT LINE LOTS

ONE STORY

MORE THAN ONE STORY

Minimum Size

2300 SQUARE FEET (minimum of 2200/SF on the first floor)

2700 SQUARE FEET (minimum of 2600/SF must be finished between the first two floors, with 1700/SF on the first floor)

1500 SQUARE FEET (minimum of 1400/SF on the first floor)

1800 SQUARE FEET (minimum of 1700/SF must be finished between the first two floors, with 1400/SF on the first floor)

COMBINED LOTS (where one or more smaller Lots were combined to form a larger Lot)

ONE STORY

MORE THAN ONE STORY

1800 SQUARE FEET (minimum first floor)

2200 SQUARE FEET (minimum of 2200/SF must be finished between the first two floors 1600/SF on the first floor)

ALL OTHER LOTS

ONE STORY

MORE THAN ONE STORY

1800 SQUARE FEET (minimum of 1700/SF on the first floor)

2200 SQUARE FEET (minimum of 2100/SF must be finished between the first two floors, with 1500/SF on the first floor)

2. Residence Type – Phases 3, 4 & 5

GOLF COURSE

ONE STORY

MORE THAN ONE STORY

Minimum Size

2300 SQUARE FEET (minimum of 2200/SF on the first floor)

2700 SQUARE FEET (minimum of 2600/SF must be finished between the first two floors, with 1700/SF on the first floor)

ALL OTHER LOTS

ONE STORY

MORE THAN ONE STORY

1800 SQUARE FEET (minimum of 1700/SF on the first floor)

2200 SQUARE FEET (minimum of 2100/SF must be finished between the first two floors, with 1500/SF on the first floor)

For the purposes herein, “more than one story” includes homes referred to as one and a half story, two story, split level or bi-level. The type of residence and the number of square feet shall be determined on a uniform basis by the ARC and shall not include basement, attic, garage porch or patio areas in the computation.

B. Roof Pitch. Buildings with less than a 6/12 pitch roof shall be prohibited.

C. Driveways. Each Lot shall be improved by the Lot Owner with an asphalt, brick or concrete driveway extending from the street to the garage pursuant to the Village of Wrightstown Code. Said driveway shall be completed within six (6) months following the issuance of an occupancy permit for the Home. A plot plan showing the location of the driveway shall be submitted to the Homeowner's Association for its prior approval under Section 2.1 above. Homeowner's Association, within its sole discretion, may allow exceptions to this requirement if ground conditions warrant delay.

D. Lot Stakes. No building permit shall be issued unless applicant represents in writing that all lot stakes are in and visible.

E. Outbuildings. Outbuildings cannot be placed, installed, erected, altered or permitted on any Lot, without the Homeowners Association prior written approval and consent thereto. Outbuildings shall be allowed and restricted only to Lots 33-54, along Golf Course Drive. Outbuildings cannot be closer than six (6) feet to rear or side Lot lines unless an easement exists. If an easement exists, outbuildings cannot infringe on said easement. Outbuildings cannot be larger than 12' x 12' and cannot be more than one story in height or ten (10) feet, whichever is less. The design of the outbuildings must be compatible with the main building on the Lot. The outbuildings shall be used solely for the storage of tools, equipment, greenhouse supplies and other similar personal purposes. It shall not be used for retail or wholesale trade.

F. Exterior Materials. Front fascia stone and/or brick requirements are calculated by taking into account all of the exterior house walls, gable walls, dormer walls, returns, windows, garage and entry doors on those side(s) of the Home facing a street. This is the total front exterior square footage. Subtract from that the combined square footage of the windows, garage and entry doors on the side(s) of the Home facing a street - to arrive at the total square footage available for exterior coverage. In the case of corner Lots, both sides facing streets are to be included in these calculations. **These calculations (Total front exterior square footage, Total combined square footage of windows and doors, Total remaining square footage available for coverage and Percentage that will be covered by brick and/or stone), must be shown and provided on the plans and drawings submitted to the Architectural Review Committee of the Homeowner's Association for consideration and approval.**

1. On all Lots in Phases 1 and 2 (Lots 5-146), 100% of the square footage available for coverage on the front elevations of structures shall be constructed of brick and/or stone.
2. On all Lots in Phases 3, 4 and 5, 100% of the square footage available for coverage on the front elevations of structures shall be constructed of brick, stone, cedar, stucco, concrete board siding, engineered wood, James Hardie – Hardiplank or Select Lap Siding (with minimum lap not less than 6 inches) or combinations thereof. ***Note: No less than 75% of the total square footage available for coverage on the front elevations (including returns), must be constructed of brick and/or stone.***
3. The Architectural Review Committee of the Homeowner's Association shall make the final decision, within its sole discretion, as to whether or not compliance with the brick/stone and architectural coverage requirements have been met.
4. No bright or vivid green, blue, red or yellow siding shall be allowed on any residence or garage. The Architectural Committee shall have final approval of any shades of the aforementioned colors.

2.3 Building Location Control.

In lieu of the normal building location controls set forth in the zoning regulations of the Village of Wrightstown, as provided by the Planned Development Regulations, the following location controls were approved by the Village on December 18, 2001 (final Plat approval was given by the Village on April 16, 2002) and are hereby established:

A. Zero Lot Line Lots.

1. Street Setback:

- a. There shall be a minimum twenty-five (25)-foot setback from a street right-of-way to any garage door, to provide an entrance and parkway apron for the garage.
- b. There shall be a minimum twenty (20)-foot setback from a street right-of-way to any living area wall.
- c. There shall be a minimum twenty (20)-foot setback from a street right-of-way to any non-living area wall.

2. Distance Between Buildings or Homes:

- a. There shall be a minimum of ten (10) feet between any buildings or Homes on all Zero Lot Line Lots.

3. Offsets from Lot Lines:

- a. A building or Home may be located on one Lot line with the prior consent of Homeowner's Association, provided that the buildings or Homes on adjoining Lots are not located on the same Lot line. If a building or Home is located on one Lot Line, it must be a minimum of ten (10) feet from any other Lot line.
- b. There shall be a minimum of fifteen (15) feet from the rear yard Lot line to any main building or Home and not less than six (6) feet from the rear yard Lot line to any outbuilding. Where an easement exists on the rear yard or side Lot lines, the easement shall control the minimum set back distance. Outbuildings on a corner Lot shall be placed away from road Lot line.

B. Lots Other than Zero Lot Line Lots (i.e., conventional single-family Lots).

1. Street Setback

- a. There shall be a minimum twenty-five (25)-foot setback from a street right-of-way to any garage door, to provide an entrance and parkway apron for the garage.
- b. There shall be a minimum twenty (20)-foot setback from a street right-of-way to any living area wall.

- c. There shall be a minimum twenty (20)-foot setback from a street right-of-way to any non-living area wall.
- 2. Distance Between Buildings:
 - a. There shall be a minimum of fifteen (15) feet between any buildings or Homes.
- 3. Offsets from Lot Lines:
 - a. Any building or Home shall be located a minimum of five (5) feet from each side Lot line and no less than fifteen (15) feet total (e.g., if a Home is located five (5) from one side Lot line it must be located no less than ten (10) feet from the other side Lot line.).
 - b. There shall be a minimum of fifteen (15) feet from the rear yard Lot line to any main building or Home and not less than six (6) feet from the rear yard Lot line to any outbuilding. Where an easement exists at the rear yard or side Lot lines, the easement shall control the minimum set back distance. Outbuildings on a corner Lot shall be placed away from the road Lot line.

Homeowner's Association may make exception to these building locations, if necessary, and so long as the location does not detract from any adjoining Lot.

2.4 Ground Fill on Building Site.

Where fill is necessary on the Lot to obtain the proper topography and finished ground elevation, it shall be ground fill free of waste material and shall not contain noxious materials that will give off odors of any kind, and all dumping of fill material shall be leveled immediately after completion of the building. Any excess excavation earth shall be removed from the Lot and deposited where instructed by the Homeowner's Association. Any and all cost of such removal and deposit shall be at the Lot Owner's sole. expense.

2.5 Landscaping, Grading and Drainage.

A. All grading and landscaping shall be compatible with the other Lots in Royal St. Patrick's, as determined within the sole discretion of the Homeowner's Association and shall be completed within twelve (12) months following the issuance of the occupancy permit for the Home. If the grading and landscaping is not completed within twelve (12) months from the date of the occupancy permit, the Owner shall be liable for penalties to the Homeowner's Association in the amount of \$300.00 for each month, or portion of a month, of non-completion. For its own benefit and to ensure compliance, the Homeowner's Association may at its discretion require performance bonds from the contractors involved.

B. Surface water on all Lots shall be directed to Property Lot lines and allowed to follow drainage patterns established by the Homeowner's Association. Final grading elevations and drainage easements must conform with the Village's approved master grading plan relating to Royal St. Patrick's. The Homeowner's Association shall have the right to direct disposal of any soil or ground, and to require that any Lot development not block any drainage and if necessary,

take such legal action as necessary to correct any problems that exist and further charge costs, including attorney fees, back to the Lot Owner in violation of this Section.

C. It shall be the sole responsibility of the Lot Owner to keep the grass, weeds, and vegetation cut and to keep the Lot free of debris, grass and garden waste or other garbage that could accumulate on a Lot and properly dispose of such waste. Lot Owners are prohibited from dumping grass clippings, debris and other waste onto any other Lots within Royal St. Patrick's, the Golf Course, or the real estate adjacent thereto and shall bear any costs for such cleanup. Compost must be disposed in a manner that will not cause odors or attract rodents.

D. Each Lot Owner shall be solely responsible for maintaining proper landscaping of all berms located on the Lot Owner's Lot. For the purpose of this restrictive covenant, the phrase "proper landscaping" shall require that the existing landscaping of berms, as completed by the Homeowner's Association, shall be maintained by the Lot Owners, at the Lot Owner's sole expense, and shall not be materially altered. Individual Lot Owners, at the Lot Owner's sole expense, shall be solely responsible for the replacement of dead or diseased plants, located on or near a berm, within one hundred eighty (180) days from the death of such plants or the onset of the disease affecting such plants.

E. All lawns that include drainage ways and swales must be maintained by the Lot Owner, at the Lot Owner's sole expense, with pleasing and appropriate landscaping. The Lot Owner shall, at all times, achieve and/or maintain the correct grade as set forth in the Village's approved master grading plan relating to Royal St. Patrick's.

F. No Lot line fence, wall, hedge or other screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Homeowner's Association. In no event will the Homeowner's Association approve a fence or wall within the setback limits or unimproved areas. No prairie grass or wildflower yards will be allowed.

2.6 Suitability.

A. Homeowner's Association makes no representation or warranty whatsoever, express or implied, regarding the physical condition of any Lot. Homeowner's Association recommends that prospective buyers have the Lot inspected and tested by qualified professionals regarding surface and sub-surface conditions or any other matters which may be of concern prior to purchase of said Lot.

B. Homeowner's Association discloses that a portion of certain Lots may contain wetlands, floodplains, environmental corridors or other sensitive areas subject to laws and regulations further restricting uses.

2.7 Completion of Improvements.

Upon approval by the Homeowner's Association of the plans for the proposed Home and/or Improvements and receipt of any necessary Village and other governmental approvals or permits, construction or installation of the Home and/or Improvements may commence and, once commenced, shall be substantially completed within a reasonable time following the issuance of any required building permits by the Village. The exterior finish, including installation of all doors

and windows shall be substantially completed within a reasonable time after the issuance of a building permit for the Home. For its own benefit to ensure compliance, the Homeowner's Association may, in its sole discretion, require performance bonds from the contractors responsible for construction of the Home and/or Improvements.

2.8 Homeowner's Association Rights.

The Board of Directors of the Homeowner's Association shall have the sole and exclusive right to grant approvals, enforce and determine compliance with the standards and restrictions established herein, and to grant variances and expand to adjoining lands therefrom, as set forth in this Declaration without the consent of the Lot Owners.

2.9 Approval in Writing.

Any approval or permission of the Homeowner's Association required under this Declaration, shall be within the sole discretion of the Homeowner's Association and must be in writing signed by the Homeowner's Association or an authorized representative of the Homeowner's Association to be binding or effective. No oral statements, representations or approvals of the Homeowner's Association or any of its members or agents shall be binding on the Homeowner's Association under any circumstances, regardless of reliance thereon by any Lot Owner.

2.10 Waiver of Certain Rights.

By acceptance of a deed of conveyance for a Lot, each Lot Owner relinquishes and waives any present or future objection to, and all of his or her rights to oppose the zoning, rezoning or requests for variances or conditional or special uses or exceptions affecting all or any portion of Royal St. Patrick's or any additional property subject to Homeowner's Association's expansion rights.

**ARTICLE III
HOMEOWNERS ASSOCIATION**

3.1 Creation and Purpose.

The Royal Saint Patrick's Homeowners Association, a non-profit incorporated homeowners' association has been created. The purpose of the Association is to establish and maintain an informative relationship between the Homeowner's Association, Golf Course owner and Lot Owners in Royal St. Patrick's. The Association may address all issues including but not limited to, possible assessments, brought before the Association and attempt to resolve said issues in the best interests of all concerned.

The Association shall operate according to its duly established Articles of Incorporation and Bylaws which shall be on file with the Village of Wrightstown, Outagamie County, Wisconsin, and each Lot Owner shall be subject to the rules and regulations, assessments or other actions taken by the Association with regard to the matters under its proper Jurisdiction. In the event that the Association Bylaws conflict with this Declaration, the terms of this Declaration shall control.

3.2 Management by the Board.

The Association and its business, activities and affairs shall be managed by a Board of Directors (the "Board"). The members of the Board shall be chosen as set forth in the Association's Bylaws.

The Board shall exercise and perform, in addition to the powers, duties and obligations specified in this Declaration, all powers, duties and obligations of the Association (except to the extent this Declaration may otherwise expressly require the prior vote of the Association on a particular matter).

Notwithstanding any other provision of this Declaration or the Bylaws of the Association to the contrary, the first two (2) Directors elected shall serve for initial terms of one (1) year and the remaining Directors for initial terms of two (2) years (except for the owner of the Golf Course, who will serve indefinitely as set forth below). All Directors shall serve for a term of two (2) years thereafter so that the Directors terms are staggered (except for the owner of the Golf Course). Currently, the Bylaws of the Association require that the Board of Directors consist of a minimum of five (5) Directors.

Notwithstanding the foregoing, the owner of the Golf Course, as long as said Golf Course shall exist, shall be a permanent member of the Board of Directors. The owner of the Golf Course or its duly appointed representative cannot be removed as a Director by a vote of the Board of Directors, the members or by an amendment to the Declaration or Bylaws of Royal St. Patrick's, unless the owner of the Golf Course consents thereto.

Meetings will be called on an as needed basis or as required by law and held at a location to be determined at that time. Notices will be mailed to each Director and, if possible, state the purpose of the meeting.

Directors shall have no liability for any decision made. The basis for any Board of Directors decision shall be relative to the intentions stated in this Declaration. The attendance of a majority of the Directors at a meeting shall constitute a quorum.

The act of a majority of the votes at any meeting at which a quorum is present shall be the act of the Board of Directors, unless a greater percentage is required under this Declaration.

The Board of Directors of the Homeowner's Association has the authority to enforce all terms, conditions, covenants and restrictions set forth in this Declaration.

The Board of Directors may appoint committees consisting of one or more Lot Owners to make recommendations to the Board of Directors or the Association on any matter.

No person shall receive any payment for services rendered as a member of the Board of Directors or as an officer of the Association or as a member of any committee unless specifically authorized by resolution of the Association. The Board of Directors may reimburse out of pocket expenses incurred by a member of the Board of Directors or an officer or committee member in the performance of his/her duties.

No member of any Board or committee or officer of the Association shall be liable to any Lot Owner or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such Board or committee member or officer, provided such person acted in good faith and without willful or intentional misconduct.

3.3 Membership.

Membership of all Lot Owners in the Association is mandatory, and a Lot Owner shall not be entitled to voluntarily withdraw from the Association.

A. Each Lot Owner shall automatically be a member of the Association and shall be entitled to one (1) membership and one (1) vote for each Lot owned, with ownership of a Lot being the sole qualification for membership. The membership in the Association appurtenant to a Lot shall be owned jointly and severally by all Co-Owners of the Lot, regardless of the form of tenancy, estate or interest in the Lot.

B. Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way, except upon transfer of an ownership interest in the Lot and then only to the transferee, nor shall membership or voting rights be retained, except upon retention of an ownership interest in the Lot. Any attempts to make a prohibited transfer or retention of such rights shall be null and void.

C. Notwithstanding any provision in this Declaration to the contrary, if additional Lots are platted and/or developed within Royal St. Patrick's, the Lot owner(s) of those Lots shall be entitled to one (1) membership and one (1) vote for each Lot platted and/or owned.

D. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Homeowner's Association.

3.4 Association Meetings.

A. The annual meeting of the Association shall be held in October of each year for the purpose of electing members of the Board and transacting any other business authorized to be transacted by the Association. The Board of Directors shall select the specific date, time and place of the annual meeting for a given year and shall furnish written notice to each Lot Owner not less than four (4) nor more than thirty (30) days prior to the date of such meeting; provided, however that notice of any meeting may be waived in writing before or after the meeting.

B. A quorum for meetings necessary to conduct Association business shall consist of Lot Owners, present in person, or by proxy, representing a majority of all votes entitled to be cast. The act of a majority of the votes at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under this Declaration.

3.5 Officers.

A. The officers of the Association shall be:

1. a President, who shall: be the chief executive officer of the Association and a member of the Board of Directors; be responsible for the proper execution of the business and affairs of the Association (subject to the control of the Board of Directors); preside at all meetings of the Association; have the authority to appoint various committees; have all the general powers and duties usually vested in the office of President, as well as such other powers and duties as may be prescribed from time to time by resolution of the Association.

2. a Secretary, who shall: be a member of the Board of Directors; keep the minutes of all meetings of the Board of Directors and of the Association; have charge of all the Association's books and records, maintain the membership list and keep it current; have charge of delivering all notices and approvals on behalf of the Board of Directors and the Association; and, in general, perform all duties incident to the office of Secretary, together with such other powers and duties as may be prescribed from time to time by the resolution of the Association.

3. a Treasurer, who shall: be a member of the Board of Directors; be responsible for the Association's funds and assets; keep complete and accurate accounts of all receipts and disbursements, financial records, and books of accounts; deposit all monies in the name and to the credit of the Association in depositories as may from time to time be designated by the Board of Directors; and exercise such other powers and duties as may be prescribed from time to time by resolution of the Association.

4. one or more Vice-Presidents [not to exceed four (4) at any one time], the number of which shall be determined by resolution of the Association; however, it is not required that the Association have one (1) or more Vice-Presidents. A Vice President, in addition to serving on the Board of Directors, shall have such other powers, duties and restrictions as may be prescribed from time to time by resolution of the Association.

B. All officers shall be elected annually by and from the Board of Directors if not subject to appointment by Homeowner's Association. Each officer shall hold office until a successor is duly elected or until death, resignation, or removal, whichever first occurs. No person may hold two (2) or more offices at any one time, except that officers appointed by Homeowner's Association may hold any number of offices.

3.6 Powers and Responsibilities of the Association.

A. Except as otherwise provided for herein, the Association shall, without limitation, have the following powers in addition to any others which may be necessary or incidental to performance of any duties or powers of the Association specified in this Declaration:

1. To levy and enforce payment of general and special assessments on the Lots and against Lot Owners.
2. To enforce this Declaration.
3. To purchase, sell and convey Lots (including the Improvements thereon) incident to foreclosure of a lien for any assessment and to acquire real estate as additional Common Area.
4. To enter and execute contracts on behalf of the Association which relate to any Common Area or improvements, therefore.
5. To incur indebtedness on behalf of the Association and to execute drafts and other negotiable instruments.

6. To employ the services of any person, firm or corporation to maintain the Common Areas or to construction, install, repair or rebuild improvements thereon.
7. To acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association.
8. To commence, prosecute, defend or be a party to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association; and
9. To exercise all other powers necessary to maintain the Common Areas and operate the Association for the mutual use and enjoyment of all Lot Owners.

B. The President, together with one (1) other officer of the Association, is empowered to negotiate, execute and enter contracts, agreements and other undertakings or documents of any kind on behalf of the Association necessary or incidental exercise of any powers or obligations of the Association or of the officers under this Declaration.

3.7 Charges, Assessments and Special Assessments.

All Lots shall be subject to a general annual charge or assessment determined by the Board of Directors of the Association for the purpose of defraying the cost and expenses of the Association in carrying out its stated purposes and functions, including but not limited to, costs and expenses related to the maintenance and repair of Common Areas, insurance maintained by the Association, taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or any property of the Association, fees for professional services, and all other costs and expenses declared to be common expenses. Such annual assessment shall be made and levied equally against each Lot Owner and his Lot.

The rate of the general charge or assessment shall be determined or fixed during the month of November or December of each fiscal year sufficient to raise an amount which, in the judgment of the Board of Directors, may be required for the ensuing year. The general annual charge or assessment shall not exceed \$50.00 per year; provided, however, the annual assessment may be changed by majority vote of the Board of Directors. The assessment, however, as established by the Board of Directors, shall be set taking into consideration the cost of current maintenance and future needs. Such charges or assessments shall be paid annually to the Association, on or before the first day of February in each year, and if not paid on or before such date the charges or assessments shall bear interest at a rate equal to eighteen percent (18%) per annum.

A special assessment may be levied by the Association equally against each Lot Owner and his Lot for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas, or any other unanticipated or unforeseen costs, provided, however, that such special assessment shall require approval by two-thirds (2/3) of the members of the Association.

All Lots shall also be subject to special assessment by the Board of Directors of the Association, to cover all or any portion of the expense's incident to the enforcement of this Declaration and for maintaining vacant, unimproved, improved or unkempt Lots and removing weeds, grass, or any other unsightly or undesirable object therefrom.

The right to collect or enforce the collection of charges, assessment and special assessments is hereby exclusively delegated to the Board of Directors. The purchasers of Lots and any portion thereof, shall be personally obligated to pay such charges, assessments and special assessments upon the Lot purchased or to be purchased by them. All charges, assessments and special assessments which are due and outstanding on February 1 of the year in which due shall from that time on become and remain a lien upon the Lot until paid, with interest thereon as indicated above. The Board of Directors shall have the sole right to bring any and all action and proceedings for the collections of charges, assessments and special assessments and enforcement of liens therefore and shall be entitled to any and all costs and fees (including reasonable attorneys' fees) related to the collection or enforcement of the charges, and assessments or liens, as the case may be.

3.8 Voting.

A. The vote appurtenant to each Lot shall be cast as a whole (in person or by proxy) by the Lot Owner or any Co-Owner. Fractional votes will not be allowed; and if Co-Owners of a Lot do not agree on how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such Lot Owners. The Association may treat any Co-Owner of a Lot or the Proxy of any such Co-Owner as duly authorized to vote for all Co-Owners of that Lot.

B. Lot owners who elect not to vote or assign a proxy to their vote(s) on any binding ballot of the Association, do knowingly and by default, give Proxy of their vote(s) for that ballot (and only for that ballot), to the Royal St. Patrick's Homeowner's Association Board of Directors to cast and use as these deem most appropriate and in the best interests of the Homeowner's Association.

C. Lot owners that are delinquent in the payment of any charges, assessments and/or special assessments charged or levied against his or her Lot shall not be entitled to vote until all such charges and assessments have been paid in full to the Homeowner's Association.

D. A quorum for voting purposes shall consist of fifty percent (50%) or more of the votes entitled to be cast.

E. There shall be no cumulative voting for election of Board members or on any other matters. All decisions and actions of the Association, except as otherwise specifically provided for in this Declaration, shall be by a majority of the votes present and entitled to be cast.

ARTICLE IV MISCELLANEOUS

4.1 Term.

All terms, conditions and covenants of this Declaration shall run with the land and be binding upon all Lot Owners and any persons claiming under or through the Homeowner's Association in perpetuity.

4.2 Amendments to Declaration.

This Declaration may be amended by recording in the Office of the Register of Deeds for Outagamie County, Wisconsin, a document to that effect executed by the Owners of at least 67% of all Lots in Royal St. Patrick's. Notwithstanding the foregoing, the Board of Directors of the Homeowner's Association shall have the absolute and unqualified right, without consent from any party, at any time and from time to time, to amend this Declaration (i) to cause additional lands in the Village of Wrightstown which are or may become subject to this Declaration, and upon recording of said amendment, any residential lots contained therein shall be deemed a part of the Lots within Royal St. Patrick's for all purposes contained herein, and (ii) to create additional covenants, conditions, restrictions, reservations and easements or amend existing covenants, conditions, restrictions and easements in relation to the Golf Course and/or the storm water management system. Any and all such amendments shall become effective only upon recording.

4.3 Severability.

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

4.4 Interpretation.

This Declaration shall be construed and interpreted in favor of restricting the use of each Lot consistent with the purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any Home, Structure or Improvement or engages in any activity not clearly authorized under these Declarations or approved in writing by the Homeowner's Association. This Declaration shall be interpreted and construed in accordance with the laws of the State of Wisconsin.

4.5 Enforcement.

A. Upon the violation of any one or all of the provisions of this Declaration, the Homeowner's Association, or a Lot Owner, as the case may be, shall have the right to proceed at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions, and shall be entitled to both equitable and legal relief, including reasonable attorneys' fees. Any failure of such enforcement shall not be deemed a waiver of the right to do so or the acquiescence of any violation, subsequent or otherwise.

B. The Homeowner's Association shall have the right to levy and collect an assessment (which is due upon receipt of notice) against any Lot owner for any costs and expenses incurred by the Homeowner's Association, in the enforcement of the provisions of this Declaration with respect to such Lot, including without limitation, costs incurred under Section 3.7 hereof, and the costs of consultants and actual attorneys' fees, whether or not litigation is commenced with respect thereto. The Homeowner's Association shall further have the right to levy and collect an assessment against all Lots in Royal St. Patrick's for reimbursement of costs and attorneys' fees incurred by Homeowner's Association in the enforcement of this Declaration, provided, that (i) said assessment shall be equally allocated to all platted Lots in Royal St. Patrick's, and (ii) any enforcement costs recovered from the violating Lot Owner shall be credited or refunded to Owners of Lots against which the assessments were made.

C. Any assessments not paid when due shall bear interest at eighteen percent (18 %) per annum until paid in full, and such unpaid assessment, together with the interest thereon, shall constitute a continuing lien against the real estate for which the assessment is made. Said lien may be foreclosed in the same manner as real estate mortgages under Wisconsin law, provided that such liens shall be subordinate to any purchase money or construction mortgage. The assessment and interest thereon shall further be the personal obligation of the applicable Lot Owner.

D. Village of Wrightstown Right to Enforce. The Village shall have the right but not the obligation to enforce this Declaration and to assess any and all costs, damages, etc. related to the same back to the Homeowner's Association. The Homeowner's Association shall have the right to levy and collect such assessment pursuant to Section 4.5(B) above.

4.6 No Liability.

All decisions of the Homeowner's Association Board of Directors on any matter shall be enforceable against any Lot Owner if made in a good faith exercise of the judgment or discretion of the Homeowner's Association Board of Directors so long as such decision is not clearly in conflict with the express provisions of this Declaration. Any Lot Owner or other person seeking to avoid, set aside or challenge any such decision of the Homeowner's Association Board of Directors shall have the burden of proof to establish that such standards were not met at the time the decision was made.

4.7 Lot Owner's Lack of Authority to Bind Association.

No Lot Owner (other than members of the Board of Directors) shall have any authority to act for the Homeowner's Association or the other Lot Owners, as agent or otherwise, nor to bind the Association or the other Lot Owners to contracts, negotiate instruments or other obligations or undertakings of any kind.

4.8 Reservation by Homeowner's Association of Right to Grant Easements.

Homeowner's Association hereby reserves the right to grant, convey or establish easements to the Village and/or to any public or private utility company upon, over, through or across those portions of any Lot in Royal St. Patrick's within a reasonable distance from any Lot line for purposes of allowing the provision of gas, electric, water, sewer, cable television or other service to any Lot(s) or through any portions of Royal St. Patrick's or for purposes of facilitating drainage of storm or surface water within or through Royal St. Patrick's. Such easements may be granted by Homeowner's Association, in its own name and without the consent or approval of any Lot Owner.

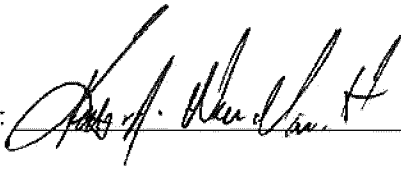
4.9 Disclaimer.

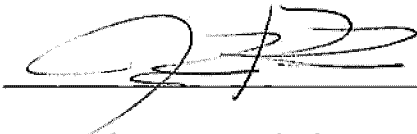
Notwithstanding any other provision(s) of this Declaration, the Homeowner's Association is under no obligation to any Lot Owner to develop or plat at any time any portion(s) of Royal St. Patrick's not already platted as of the date of recording this Declaration.

4.10 Use of Words.

The use of words in any gender is intended to include, wherever appropriate, the corresponding word of the opposite or neuter gender. The use of words in the singular is intended to include, wherever appropriate, the plural and vice versa.

IN WITNESS WHEREOF, this Declaration of Conditions, Protective Covenants and Easements is executed by the Homeowner's Association as of the date written above.

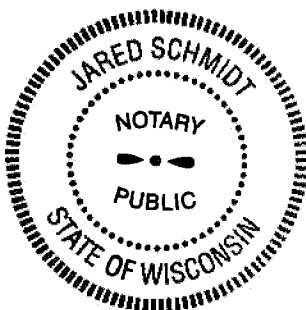
BY: 
Keith Wendlandt, its President

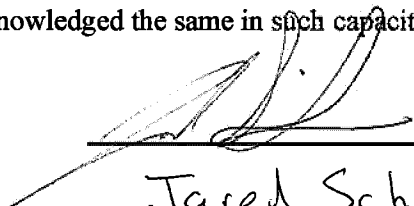
ATTEST: 
Jonathan Peterson, its Secretary

STATE OF WISCONSIN

COUNTY OF BROWN

Personally came before me the above named Keith Wendlandt, as President, and Jonathan Peterson, as Secretary, of the Royal St. Patrick's Homeowners Association, known to me to be the persons who executed the foregoing instrument and acknowledged the same in such capacities.




Jared Schmidt

Notary Public
Brown County, Wisconsin
My Commission Expires: 3/29/2025

Exhibit A

Legal Description

"1.3 Property Subject to this Declaration.

The following real estate shall be subject to this Declaration: Lots 3, 5 thru 22, 25 thru 29, 33 thru 35, 38 thru 42, 45, 46, 60 thru 56, 62 thru 97, Outlots 1 and 2 of the recorded plat of "Royal St. Patrick", recorded in cabinet 1, Page 1, document no. 1480965, Outagamie County records. Lots 106 thru 146, of the recorded plat of "Royal St. Patrick First Addition", recorded in cabinet 1, Page 77, document no. 1579631, Outagamie County records. Lots 1 thru 4, CSM number 7593, document no. 2141616, Outagamie County records. Lots 1 and 2, CSM number 5999, document no. 1840842, Outagamie County records. Lots 1 and 2, CSM number 5970, document no. 1830708, Outagamie County records. Lot 1, CSM number 7319, document no. 2095647, Outagamie County records. Lots 1 and 2, CSM number 7199, document no. 2076400, Outagamie County records. Lots 1 and 2, CSM number 7200, document no. 2076401, Outagamie County records. Lot 1, CSM number 7374, document no. 2107067, Outagamie County records. Lots 1 and 2, CSM number 7111, document no. 2063200, Outagamie County records. Lots 43 and 44, n/k/a Lot 1, CSM number 7906, document no. 2196048, Outagamie County records, and such other portions of real estate as may become subject to this Declaration, pursuant to an amendment hereto; all being in part of Sections 28 and 33, T22N-R19E, Village of Wrightstown, Outagamie County, Wisconsin."