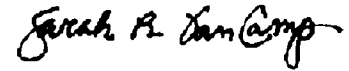


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County: **OUTAGAMIE COUNTY** State: **WI**



SARAH R VAN CAMP, REGISTER OF DEEDS

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**AMENDED AND RESTATED DECLARATION OF
RESTRICTIVE COVENANTS
ROYAL ST. PATRICK SECOND ADDITION
A/K/A
THE MEADOWLANDS AT ROYAL ST. PATRICK'S**

DOCUMENT NO.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Michael J. Lokensgard, Esq.
Godfrey & Kahn, S.C.
100 West Lawrence Street
Appleton, WI 54911

See attached Exhibit B

Parcel Identification Number

Drafted by and return to:

Michael J. Lokensgard
GODFREY & KAHN, SC
100 West Lawrence Street
Appleton, WI 54911

AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS
ROYAL ST. PATRICK SECOND ADDITION
A/K/A
THE MEADOWLANDS AT ROYAL ST. PATRICK'S

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made and entered into this 26th day of March, 2025, by WRIGHTSTOWN GOLF COURSE, LLC ("Developer").

WHEREAS, Developer created a 76 lot subdivision known as "Royal St. Patrick Second Addition" pursuant to a subdivision plat recorded with the Outagamie County Register of Deeds on July 8, 2021 in Cabinet N, Pages 114 – 116 as Document No. 2240273, as corrected by a Correction Instrument recorded February 3, 2022 as Document No. 2261055, which plat is also known as "THE MEADOWLANDS AT ROYAL ST. PATRICK'S" (the "Meadowlands"); and

WHEREAS, The Meadowlands was originally intended to be a future phase of a larger development, which larger development was governed by a Declaration of Conditions, Protective Covenants and Easements for the Royal St. Patrick's Residential Development, recorded with the Outagamie County Register of Deeds on August 23, 2002 as Document No. 1482135, and subject to an Affidavit of Correction recorded on September 2, 2021 as Document No. 2246357, as amended by a First Amendment to Declaration of Conditions, Protective Covenants and Easements for the Royal St. Patrick's Residential Development, recorded with the Outagamie County Register of Deeds on October 4, 2002 as Document No. 1491123 (the "Prior Covenants"); and

WHEREAS, the Royal St. Patrick's Homeowners' Association (the "Association") recorded several amendments to the Prior Covenants, all of which were released by a Release of Declaration of Conditions, Protective Covenants and Easements for the Royal St. Patrick's Residential Development recorded with the Outagamie County Register of Deeds on November 26, 2024 as Document No. 2327162 (the "Release"); and

WHEREAS, in the Release, the Association acknowledged that Developer was a "Successor Developer" under the Prior Covenants, and was entitled to exercise all of the rights reserved to the "Developer" under the Prior Covenants with respect to the Meadowlands; and

WHEREAS, in the Release, the Association further acknowledged that the Association had no jurisdiction over the Meadowlands, and that owners of lots within the Meadowlands were not members of the Association or obligated to pay fees to the Association; and

WHEREAS, Developer, as "Successor Developer" with respect to Meadowlands, has adopted these Restrictive Covenants to replace the Prior Covenants and govern the Meadowlands.

NOW THEREFORE, BE IT RESOLVED, that Developer, as Successor Developer under the Prior Covenants and as Developer of the Meadowlands, hereby declares as follows:

1. Applicability. These Restrictive Covenants are intended to amend and restate the Prior Covenants in full with respect to the lots contained within the Meadowlands. The terms and conditions of the Prior Covenants are of no further force or effect with respect to lots contained within the Meadowlands.
2. Name. The Plat shall be known as "The Meadowlands at Royal St. Patrick's," and is referred to herein as "the Meadowlands."
3. Purpose. The purpose of this Declaration is to ensure the aesthetics, ambience, and the value of the Meadowlands.
4. Land Use and Buildings.
 - a. All lots shall be used for single family residential purposes only, except that a home occupation may be conducted provided it does not create a nuisance to other homeowners.
 - b. No temporary structures (including without exclusion of others: trailers, basements without residence above, tents, shacks, garages, or barns of any kind) will be permitted within the Meadowlands for either short or long-term placement, storage, use or dwelling purposes.
5. Developer's Approval and Architectural Control.
 - a. The improvements on each lot or any alteration thereof shall be subject to the prior approval of the Developer which has the authority to approve or reject, at Developer's discretion:
 - home design and floor plan;
 - the site plan;
 - exterior design, materials, and color; and
 - elevation and site location of improvements.
 - b. Such approval may be evidenced on the blueprint itself or on a separate written instrument, signed by the Developer.
 - c. All homes to be built on site.
6. Plan Approval.

Two (2) complete copies of plans (construction blueprint), including a plan for each level of the home (above and below ground), all elevations, and a site plan that includes planned foundation elevations shall be submitted to the Developer for approval prior to seeking building permit from the Village, and prior to the start of construction.

One set of plans shall remain on file with the Developer. Developer's approval of plans shall in no way constitute approval of any condition which would be contrary to any Village, county or state requirements.

7. Start and Completion Date.

- a. Construction start date must be within one year from lot purchase unless otherwise approved by Developer. Construction completion date shall be no later than one (1) year from construction start date.
- b. Every structure shall have a permanent finished exterior within six (6) months of start. Completion of project includes the dwelling, the lot which shall be final graded to meet existing requirements, and hard surface driveway. Landscaping to be completed within three (3) months of structure completion, or at the earliest time of weather permitting.

8. Minimum Requirements.

a. Exterior:

Roof Pitch: All homes to have a minimum of 6/12 roof pitch of primary roof area. Exceptions to roof pitch for architectural exterior style and views to be approved by Developer.

Garage: All homes to have a minimum of a two (2) stall attached garage.

Materials: All homes will contain 1/3 masonry minimum on street facing front, excluding windows, doors, and front returns, however, some home styles may be acceptable with minimal or no masonry, depending on the materials used and style of home, to be approved by Developer. All front facing surfaces must have premium finish materials and no vinyl siding will be allowed.

Driveway: 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.

Square Feet: Minimum Requirements:

- Single Story: 2,000
- Multi-level: 2,600

9. Exterior Accessory Storage or Structures.

Not permitted. Any exceptions will need plan approval by the Developer prior to construction, and if necessary, the approval of and compliance with the Village and county.

10. Fences and Walls.

Are not desired unless required around inground swimming pools. Developer approvals of design, materials, and location are required prior to construction of any fence, and all fences must comply with all requirements and restrictions of the Village of Wrightstown.

Invisible type pet fencing is allowed within the confines of individually-owned property, with street border restricted to home side of sidewalk setback.

11. Grade and Elevation.

All homes shall have a foundation below frostline, with established top of foundation at a minimum of 24" above curb height; provided, that reasonable adjustments for the contour of a particular lot and for any existing home. Exposed or walk-out lots shall not have lower-level openings below the current known high-water elevation for the area and shall provide adequate elevation to allow positive drainage from structure.

Developer makes no warranties or representations as to the ability of any lot being able to accommodate a walk out or exposed lower level. Determination of suitability for a walk-out or exposed lower level must be made by a qualified professional. Each lot owner is ultimately responsible to make sure all structures are built according to drainage plan and built in such a manner as to not disrupt grading or drainage for the lot or any adjacent properties now or in the future.

Any walkouts or exposed windows from lower level must have Developer, surveyor or engineer approval clearly indicated. Developer approval shall in no way constitute approval of any condition which would be contrary to any village, county, or state requirements.

The final grade after construction on a lot, subject to easements, shall be not interfere with the natural, or designed drainage of the lot, adjoining lots and other areas.

The engineered and approved stormwater and drainage plan shall be considered and adhered by each lot improvement site plan.

- Each Lot owner is solely responsible for compliance.

- Notice will be provided for non-compliance requiring corrective action within 30 days, after which if not completed, the Developer, at its sole discretion, may have the corrective action completed at the lot owner's expense.

12. Setbacks.

There shall be a minimum of fifteen (15) feet between any buildings or homes.

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.

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.).

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 permitted outbuilding. Where an easement exists at the rear yard or side Lot lines, the easement shall control the minimum set back distance.

13. Suitability of Soil.

During the development construction process, soil(s) have been moved onto, off, and across the lots. Developer makes no representation of warranty express or implied, regarding soil or subsoil conditions on any lot.

Developer recommends that prospective buyers, at buyer's expense, have soil and subsoils or any other matter which may be of concern to be inspected and/or tested by a qualified professional.

14. Fill and Topsoil:

Any fill or soil required for the construction of a lot owner's improvements shall be the responsibility of the lot owner to provide. Any excess fill or soil resulting from the construction of a lot owner's improvements shall be the responsibility of the lot owner to remove.

15. Lot Stakes and Corner Markers.

Survey Stakes (metal pipes in the ground) distinguish every lot corner. Each lot owner is solely responsible for locating of survey stakes/corner markers for site/structure placement either through their general contractor and/or professional surveyor. Lot owners shall be solely responsible for maintaining survey markers.

Structures shall be placed within the required limits of the Meadowlands plat, and the requirements of the Village based on approved site plans and setbacks. Corner survey stakes/markers shall not be tampered, moved or removed during construction. A disturbance of a recorded survey stake is a violation of section 236.32 of the Wisconsin Statutes.

16. Construction Debris and Curb Cuts.

Lot owner, in accordance with ordinances of the Village shall properly store and dispose of all debris through construction, including curb cuts. No debris, material, concrete, etc. are permitted to remain or buried on site.

Any cost incurred by Developer, if so ordered by the Village and/or failure to perform by Lot Owner, for removal of such debris shall be at the expense of the Lot Owner.

17. Maintenance of Vacant Lot.

Lot owners are responsible for the maintenance and upkeep of their lot prior, during and following of construction, including, but limited to, keep the lot free of trash and debris, cutting long grass and weeds, and performing any other maintenance and upkeep required by the Village.

18. Vehicle Storage.

Lot owners shall not place, store or park, or permit to be placed, stored or parked, boats, campers, trailers, recreation vehicles or other similar type vehicles on their property for a period of longer than forty-eight (48) hours in any one (1) week. No exterior storage of trailers, RVs, boats, or inoperable vehicles of any kind in the Meadowlands. Un-licensed and/or un-registered vehicles of any type shall not be allowed in the Meadowlands.

No individual may use and/or occupy any recreational vehicle or any similar vehicle designed or used for overnight camping/residence while such vehicle is parked in the Meadowlands.

19. Pets and Animals.

No horses, cattle, swine, sheep, goats or live poultry of any kind shall be allowed. Any household pet shall not be allowed to unreasonably annoy another home owner or become a nuisance or harmful in any way.

20. Division of Lots.

Following its conveyance by Developer to an initial purchaser, no lot may be subdivided into one or more lesser-sized parcels. No lot shall contain more than one (1) single family

dwelling. Developer reserves unto itself the right to combine, subdivide, re-divide and/or divide into parcels, tracts or lots, any or all of the real property owned by Developer.

21. Joining of Lots.

Contiguous lots may be joined with the approval of Developer. The lot owner/requesting party shall be responsible for all surveying costs and the costs associated with obtaining any municipal or county approvals. These covenants and any other ordinances, etc. applicable to the Meadowlands. All covenants, ordinances, etc. applicable to the Meadowlands will remain fully applicable to any lot created by the joinder of contiguous lots.

22. Mailboxes and Lampposts.

Mailboxes: Cluster mailboxes may be required according to US Postal Service requirements. All home owners whose mailboxes are contained within shall be equally responsible for the maintenance of any and all cluster mailboxes.

Lampposts: Each home may be required to install a lamppost within 12 months of occupancy permit. It shall be an approximate 5' black lamppost with acceptable specifications given by Developer and installed approximately 10 feet inside the front lot line. The lamppost shall be wired to the home and lit from dusk to dawn.

23. Variations, Variances and/or Exceptions.

Variances of any of these covenants may be approved by the Developer, at its sole discretion.

These covenants and restrictions may be removed, modified, annulled, waived, changed and/or amended at any time and in any manner by a written Declaration setting forth such amendment: (a) by the Developer as long as the Developer owns any lot in the Meadowlands; (b) after the Developer has sold all lots and doesn't reside on one, then by the owners of at least 2/3 of the lots within the Meadowlands. The written Declaration and any duly-approved amendment(s) shall be recorded in the office of the Register of Deeds for Outagamie County, Wisconsin.

24. Severability.

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

25. Binding Effect.

The owners of all lots agree to be bound by the Restrictive Covenants contained herein. These restrictions shall be a covenant running with the land and shall be binding upon all parties hereto, their successors, heirs, personal representatives, agents, and assigns.

26. Indemnification.

Any party such as homeowners, builders, etc. shall indemnify and save the Developer harmless from any such claim arising as aforesaid, or in connection with any action or proceeding brought thereon, and upon notice from the Developer at the owner's expense to remedy the violation.

27. Lakes and Ponds.

The lakes, ponds, streams, drainage ways are privately owned and part of the Meadowland's storm water management program. Swimming, wading, floating, fishing, cross country skiing, operating of motor vehicles, releasing or feeding of fish or animals, or depositing anything in such waters shall be permitted.

28. Garbage, Compost and Woodpiles.

All refuse, garbage and recyclable receptacles shall be stored in the garage except for 12 hours prior to scheduled pickup. No burning or burial of garbage is permitted at any time. Compost and woodpiles shall be screened from view from streets and adjoining lots.

29. Antenna, Solar Panels, Windmills and Clothesline Poles.

No external devices in excess of 18" shall be erected or used without the prior consent of the Developer. No windmills or clothesline poles shall be permitted.

30. Nuisances.

No noxious odors, unusually loud noises, or any activity which may become a nuisance shall be permitted.

31. Signs.

No permanent sign shall be displayed, except one sign of not more than six square feet per side of sign advertising the home/lot for sale. One standard sign showing the lot owners name shall be allowed and must be approved by Developer prior to installation.

32. Swimming Pools.

Only in-ground swimming pools shall be permitted, subject to prior written approval of the Developer and subject to all Village of Wrightstown ordinances and rules. Hot tubs

may be in-ground or above-ground. The protective fence shall be per the developers approved fences, and comply with the applicable laws and ordinances.

33. Use of Golf Course.

The golf course is private property and no lot owner shall have access to use the golf course or special privileges. Each lot which is located adjacent to the golf course shall be subject to a perpetual, non-exclusive easement for the benefit of the owner of the golf course and its users for purposes of permitting the flight, landing and retrieval (but not hitting), of errant golf balls. The lot owner shall have no recourse and waives and releases any and all claims against the Developer and Royal St. Patrick's Golf Course arising out of any damages to property or bodily injuries.

34. Common Areas.

The homeowners shall maintain the common areas, including to any signs, monuments, structures or landscaping constructed for the benefit of lot owners. Each lot owner shall have the non-exclusive right to use and enjoy the common areas but only for the purposes for which are intended.

35. Developer.

The Developer 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 without the consent of lot owners. Any approval or permission of the Developer shall be in writing by the Developer to be binding or effective. No oral representations by the Developer shall be binding.

IN WITNESS WHEREOF, Developer has executed this Amended and Restated Declaration of Restrictive Covenants for Royal St. Patrick Second Addition a/k/a The Meadowlands at Royal St. Patrick's as of the date first written above.

WRIGHTSTOWN GOLF COURSE, LLC

By: _____


Jeffrey Woeldner, Managing Member

STATE OF WISCONSIN }
 }
Brown COUNTY }

Personally came before me this 26 day of March, 2025, the above-named Jeffrey Noeldner, to me known to be the Managing Member of Wrightstown Golf Course, LLC and the person who executed the forgoing instrument and acknowledged the same.

Ellen M. Goltz
Notary Public, State of Wisconsin Ellen M. Goltz
My Commission: expires 4/10/28

Drafted by:

Michael J. Lokensgard
Godfrey & Kahn, S.C.
100 W. Lawrence Street
Appleton, WI 54911

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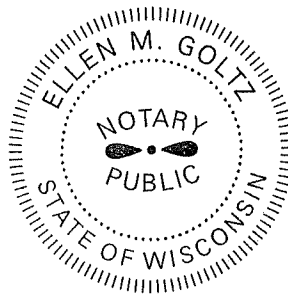


Exhibit A

Legal Description

LOTS 147 - 222, OUTLOT 7 and OUTLOT 8, ROYAL ST. PATRICK SECOND ADDITION, Village of Wrightstown, Outagamie County, Wisconsin.

Exhibit B

Tax Parcel Numbers

300000301	300000327	300000353
300000302	300000328	300000354
300000303	300000329	300000355
300000304	300000330	300000356
300000305	300000331	300000357
300000306	300000332	300000358
300000307	300000333	300000359
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300000309	300000335	300000361
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