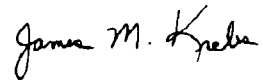


FIRST AMENDMENT
AERONAUTICAL INDUSTRIAL PARK
PROTECTIVE COVENANTS

Document Number

Document Title

DOC #: 1214205
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JAMES M KREBS, REGISTER OF DEEDS
FOND DU LAC COUNTY, WI
Return via MAIL (REGULAR)

Part of the Northwest Quarter of Section 17, Township 15 North, Range 17 East in the Town of Fond du Lac, Fond du Lac County, Wisconsin more particularly described as follows:

Lots 1 & 2 of Certified Survey Map No. 7362 recorded in the Register of Deeds office for Fond du Lac County in Volume 53 of Certified Survey Maps on Pages 66-66A, document No. 921824

2025 Tax Key Nos.
T09-15-17-17-08-003-00
T09-15-17-17-08-004-00

Also, part of the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 17, Township 15 North, Range 17 East in the Town of Fond du Lac, Fond du Lac County, Wisconsin more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and Outlot 1 & 2 of the Aeronautical Industrial Park recorded in the Register of Deeds Office for Fond du Lac County as document No. 952567 and including all right of ways as shown on said plat. Also intending to include that portion of Farrell Drive vacated in document No. 1209762 also recorded in the Register of Deeds office for Fond du Lac County.

2025 Tax Key Nos.
T09-15-17-99-AI-010-00
T09-15-17-99-AI-020-00
T09-15-17-99-AI-030-00
T09-15-17-99-AI-040-00
T09-15-17-99-AI-050-00
T09-15-17-99-AI-060-00
T09-15-17-99-AI-070-00
T09-15-17-99-AI-080-00
T09-15-17-99-AI-090-00
T09-15-17-99-AI-095-00
T09-15-17-99-AI-105-00

This document is amending the original covenants recorded as Document # 921796 in the Fond du Lac County Register of Deeds.

This document was drafted by Terry Dietzel, Director of Land Information, Fond du Lac County, Fond du Lac, WI.

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

Recording Area

Name and Return Address

Fond du Lac County
Land Information Department
160 South Macy Street
Fond du Lac, WI 54935

See Legal Description

Parcel Identification Number (PIN)

AERONAUTICAL INDUSTRIAL PARK
AMENDED PROTECTIVE COVENANTS

WHEREAS, Fond du Lac County is the owner of the real property described as Aeronautical Industrial Park in Section I of this declaration, and is desirous of subjecting the said real property described in Section I to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall insure to the benefit of and pass with said property, and each and every parcel thereof, and shall to and bind the successors in interest, and any owner thereof; and it is intended that said real property shall be developed and designated as an aeronautical industrial park and referred to as the Aeronautical Industrial Park.

NOW, THEREFORE, Fond du Lac County declares that the real property described in and referred to in Section I hereof, is, and shall be held, transferred, sold, conveyed and occupied, subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, and the Fond du Lac County Highway, Airport and Facilities Committee, hereinafter sometimes referred to as the Committee, is hereby given the general supervision, administration and enforcement of the covenants hereinafter set forth.

SECTION I

PROPERTY SUBJECT TO THIS DECLARATION

The restrictions, covenants, reservations and easements as hereinafter set forth, shall apply to the real estate hereinafter described, and to any part thereof, which real estate is situated in Fond du Lac County, Wisconsin, known as Aeronautical Industrial Park as particularly described in Exhibit "A" attached hereto and made a part hereof.

SECTION II

DEFINITION OF TERMS

1. "Building Site" shall mean any lot, area, tract or parcel of land upon which a building or buildings and appurtenant structures may be erected in conformance with the requirements of these covenants.
2. "Improvements" shall mean and include a building or buildings, and out-buildings appurtenant thereto, parking areas; loading areas, fences, masonry walls, hedges, lawns, mass plantings and any structures of any type or kind located above ground.
3. "Building Line or Lines" shall mean the minimum distance which structures of any type or kind located above ground shall be set back from the property or street lines.

4. "Committee" shall mean the Fond du Lac County Highway, Airport and Facilities Committee or its' successor committee.
5. "County" shall mean Fond du Lac County unless the context indicates otherwise.
6. "Park" shall mean Aeronautical Industrial Park, as the same is identified on said Exhibit "A."
7. "Airport" shall mean the Fond du Lac County Airport located in the Town of Fond du Lac and the City of Fond du Lac.

SECTION III

GENERAL RESTRICTIONS

1. No building shall at any time be erected on any building site within 40 feet of any street right-of-way adjoining the same, within 20 feet from all side boundary lines, or within twenty-five (25) feet from the rear boundary line of such premises.
2. Each building site shall contain a minimum frontage of 150 feet on each public street. All building sites which abut Forest Avenue Road or the Airport shall be designated and used so as to present appropriate and visual esthetics in accordance with plans approved by the County. Lots 1, 8, and 9, shall have no docking, loading, or storage areas which front on such road or the Airport, as shown on said Exhibit "A" attached hereto.
3. The division of any lot, area, or tract of land within the Park for any purpose, whether immediate or future for conveyance, transfer, improvement or sale shall not result in the creation of any parcel of land less than 2 acres in size.
4. All materials and products stored outside of building must be behind the building setback line from each lot line All trash must be enclosed by a fence of solid material suitable for a visual screen. Such fence must be kept in good appearance. No burning shall be conducted on any building site. All parking areas and driveways located on the building site shall be paved with concrete, asphalt, their equivalent or better.
5. No building, improvement, or use, shall be erected, placed or altered on any building site until such plans for such building, improvement, or use including site plan, exterior materials, building plans and specifications have been approved by the County. Each purchaser shall occupy and use the site in accordance with County approved plans, purchase agreement within, or according to their Developers Agreement after acquiring such site unless such time is in writing extended by the County.
6. Construction Materials and Appearance:

- a) All sides of any building shall be finished in an attractive manner in keeping with the state of the art for industrial buildings, but need not be finished in a like manner as that portion of the building referred to as the front.
 - b) All parking, driveway, and storage areas shall be paved with hot-mixed asphalt or Portland cement concrete. All walks shall be constructed of Portland cement concrete.
 - c) All drives, walks, storage and parking areas shall be completed within 90 days post-occupancy, unless an extension not to exceed 12 months is granted in writing by the County.
 - d) All buildings must be of approved construction in conformance with all applicable building codes.
 - e) Yard hydrants or wall hydrants, where required by state or town codes, shall be required to be placed as directed by the Town of Fond du Lac Fire Department at the owner's expense.
7. No signs or billboards shall be permitted other than signs on a lot which advertises the product manufactured on the lot, or which describes the name of the firm, County, or owner. No signs shall be permitted which extend above the elevation of the roof line of the closest building on the same building site. All signs shall be non-flashing, non-moving, shall not be above six (6) feet tall when located in front yards, shall not be animated and shall be approved by the Town of Fond du Lac prior to installation.
8. The permitted building and land uses of a building site are as follows:
- a) Wholesale, warehouse, and building supply establishments.
 - b) Offices and office buildings.
 - c) Printing and publishing.
 - d) Transportation terminals.
 - e) Public utility installations.
 - f) Light manufacturing uses including bottling, packaging, laboratories and the like.
 - g) Manufacturing uses including production, processing, cleaning, paint coating, testing and the distribution/warehouse(non-public) of materials and goods provided:
 - 1) No activity or operation shall transmit any noise exceeding a sound level of 75 dBA when measured within a property boundary outside of the Industrial District. (Noises not directly under the control of the property user, from temporary construction or maintenance and from emergency, safety or warning devices shall be exempt.);
 - 2) No operation or activity shall transmit any physical vibration that is above the vibration perception threshold of an individual within a property boundary of the Industrial District;

- 3) No operation or activity shall emit any substance or combination of substances in such quantities that create an objectionable odor as defined in Chapter NR 429.03, Wisconsin Administrative Code;
 - 4) No operation or activity shall emit any particulate matter into the ambient air that exceeds the limitations as established in Chapter NR 436, Wisconsin Administrative Code;
 - 5) No operation or activity shall emit into the ambient air from any direct or portable source any matter that will affect visibility in excess of the limitations established in Chapter NR 431, Wisconsin Administrative Code;
 - 6) No operation or activity shall emit any hazardous substances in such quantity, concentration or duration as to be injurious to human health or property and all estimates shall not exceed the limitations established in Chapter NR 445, Wisconsin Administrative Code.
9. The area between the building lines and the street property lines shall be used for either open landscaped and green areas or for service access roads to the building, or to a parking lot. Landscaped areas shall be done attractively with lawns, trees, shrubs, and similar treatment and shall be properly maintained in a well-kept condition.
 10. No street in the Park shall be used for on-street parking or loading. With the exception of times of new building construction. Overnight parking is prohibited.
 11. All utilities within the lot areas installed by the developer or the owner of lots shall be underground to include electricity, telephone, gas, water and sewer service within the lot area. Electric lines exceeding 12,000 volts must be installed by a utility company and their locations must be approved by the Committee.
 12. Drainage easements shown on the Aeronautical Industrial Plat must be maintained by the relevant property owners in good working order. In the event a drainage easement is not maintained in good working order in the determination of the Town of Fond du Lac, the Town may order the relevant property owner to perform such maintenance or repair work as necessary to bring the easement into good working order by a date certain. If the owner fails to perform the maintenance or repair work by the deadline established by the Town, the Town may, either itself or through contractors, complete the work necessary to bring said easement into good working order. Costs incurred by the Town of Fond du Lac to restore a drainage easement to good working order shall be charged to the respective property owner for reimbursement. Unpaid charges may be placed on the applicable tax bill as a special charge pursuant to Wis. Stat. § 66.0627.

13. The County shall take all action reasonably necessary to inform its lot purchasers and its successors and assigns of the operational and construction restrictions applicable to the Fond du Lac County Airport.
- a) This parcel of land is near the Fond du Lac County Airport and is within the County's "Height Limitation Zoning Map" as amended from time to time. The Purchaser is hereby advised that the subject property is located in a noise-impacted area; that these present and future noise impacts might be annoying to users of the land for its stated purpose and might interfere with the unrestricted use and enjoyment of the property in its intended use; that these noise impacts might change over time by virtue of greater numbers of aircraft, louder aircraft, seasonable variations, and time-of-day variances; that changes in airport, aircraft, and air traffic control operating procedures or in airport layout could result in increased noise impact; and that the Purchaser's and user's own personal perceptions of the noise exposure could change and this his or her sensitivity to aircraft noise could increase.
 - b) Purchaser does hereby grant and convey to Fond du Lac County its successors and assigns, a continuing right to keep the airspace within the "Height Limitations Zoning Map, Fond du Lac County Airport, Fond du Lac County, Wisconsin" clear and free from any obstructions of any kind or nature whatsoever, together with the right to ingress to egress from, and passage over the land of the Purchaser for the purpose of effecting and maintaining such clearances and of removing any and all obstructions which now or may hereafter extend above said heights.
 - c) Purchaser hereby covenants, both for himself and herself and his and her heirs, executors, administrators and assigns, for and during the life of this easement, as follows:
 - 1.) Purchaser shall not hereafter construct nor permit any obstruction upon said land in violation of the County's Height Limitation described above; and
 - 2.) Purchaser shall not hereafter use or permit the use of the land in such a manner as to create electrical interference with radio communication between the airport and aircraft or as to make it difficult for flyers to distinguish between airport lights and others, or as to result in glare in the eyes of flyers using the airport, or as to impair visibility in the vicinity of the airport, or as to otherwise endanger the landing, taking-off or maneuvering of aircraft.
 - d) By virtue of accepting title to the land that is subject to these restrictive covenants, the Purchaser, for and on behalf of himself and herself and all successors in interest to any and all successors in interest to any and all of the land, waives as to Fond du Lac County and the Town of Fond du Lac or any successor agency legally authorized to operate the Fond du Lac County Airport, any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the easement granted herein regardless of any future changes in volume or character of aircraft over flights, or changes in airport design and operating policies, or changes in air traffic control procedures.
 - e) The Purchaser, for and on behalf of himself and herself and all successors in interest to any and all of the land that is subject to these restrictive covenants, does further hereby covenant and agree with Fond du Lac County and the Town

of Fond du Lac, their successors and assigns, that it will not, from and after the effective date hereof, sue, prosecute, molest, or trouble Fond du Lac County and the Town of Fond du Lac, their successors and assigns, in respect to or on account of the flight of any and all aircraft over or near the land, or for any effects resulting there from, including but not limited to, noise, air pollution, or any other possible damages to or taking of said property resulting from such flights.

14. The Fond du Lac County Highway, Airport and Facilities Committee is hereby empowered to authorize or permit minor variances or exceptions to the provisions of these Protective Covenants in special cases upon written application of any property owner, lessee or sub lessee in Park, provided such minor variances or exceptions conform to the intent of the provisions herein, are in keeping with the character of the Park and in conformance with the Town of Fond du Lac Zoning Ordinance.

SECTION IV

STREETS AND DETENTION BASIN

1. In the event Lots 2 and 3 are sold, Fond du Lac County shall be responsible for the construction of Farrell Drive West of Stanchfield Drive, within a reasonable time following the sale of both Lots, in accordance with the original construction plans dated September 21, 2009.
2. Fond du Lac County is the owner of Outlot 1 of the Aeronautical Industrial Park which contains a detention basin to control surface water runoff from the park as it enters the County airport property. Fond du Lac County shall remain responsible for maintaining the detention basin on Outlot 1, as needed.

SECTION V

AMENDMENT AND TERMINATION

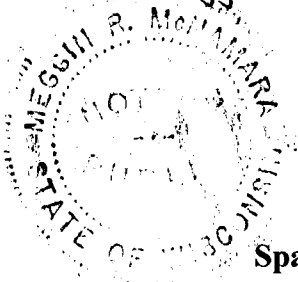
Subject to the authority to make minor variances as provided in Section III, Item 13, hereof, each of the conditions, covenants, restrictions, reservations, easements and standards set forth shall continue and be binding upon the County, the Owners, lessees, sub-lessees and their successors and assigns and upon each of them, all parties and all persons claiming under them. This Agreement may not be modified, amended or terminated except by written instrument executed by 75% of the deeded owners and Resolution approval of the Fond du Lac County Board of Supervisors. Unless otherwise set forth in such recorded instrument the same shall become effective upon recording within the Office of the Fond du Lac County Register of Deeds. Written notice of such recording and the nature of such amendment shall forthwith be given by mailing to the owners of all lands in said Park.

Steven A. Abel, County Board Chair


Lisa Freiberg, County Clerk

Fond du Lac County, State of Wisconsin
This document was signed before me on September 16, 2005 by
Steven Abel and Lisa Freiberg

Meggin R. McNamara (Permanent)



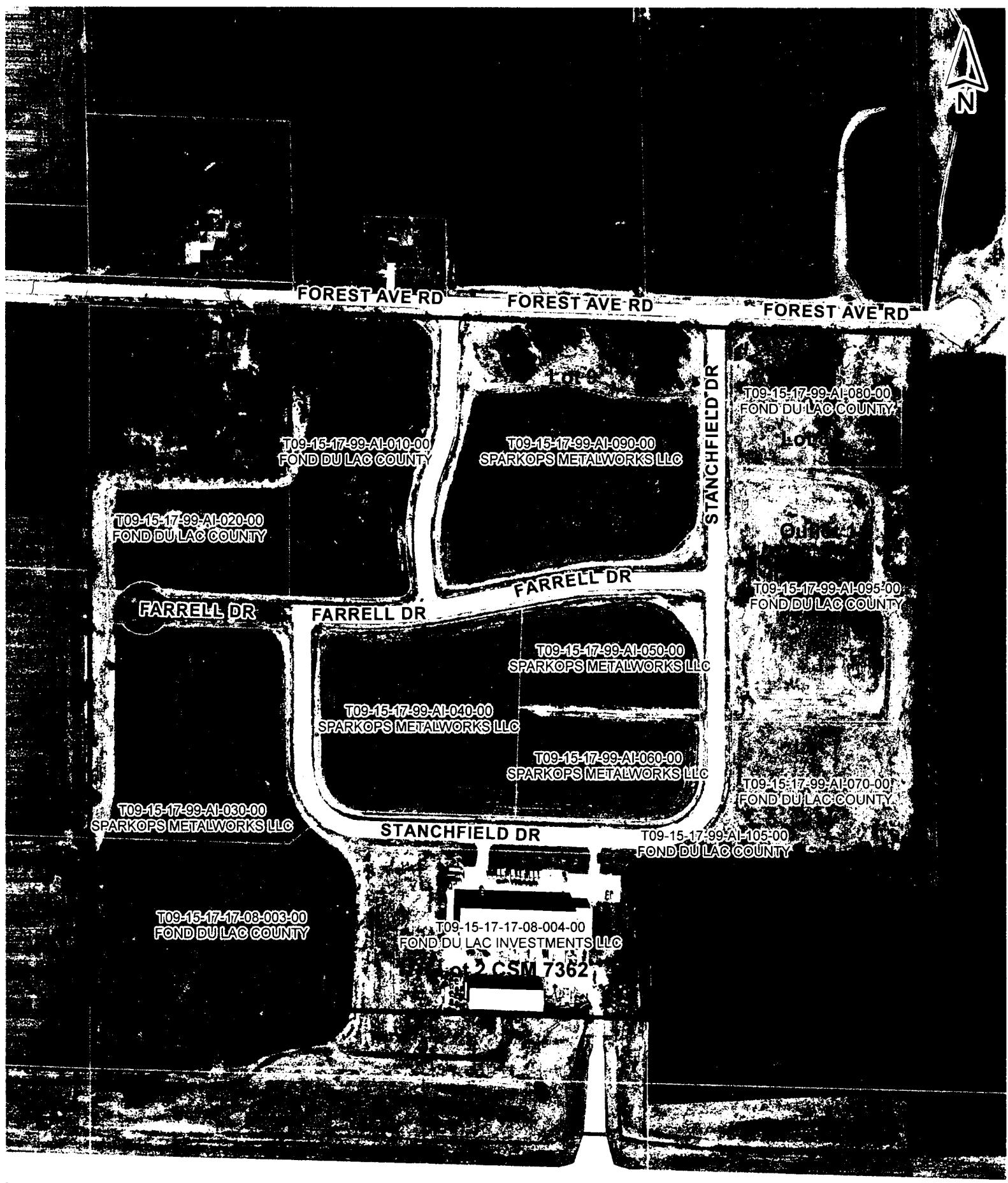
Spark Ops


Maria Perl, Owner

ANN K. OLSON
NOTARY
PUBLIC
STATE OF WISCONSIN
9-23-19

Personally came before me on 9-19-93,
the above-named Maria Perl to ~~me~~ known to be
the person who executed the foregoing instrument
and acknowledged the same.

Ann K. Olson
Ann K. Olson
Notary Public, State of Wisconsin
My Commission expires: 6/30/26



1 Inch = 300 Feet

0 125 250 500 750 1,000 Feet