

# **South Industrial Park Protective Covenant Amendments**

First Amendment – Resolution No. 3438

Second Amendment – Resolution No. 5519

Third Amendment – Resolution No. 5520

1664288

RESOLUTION

Recorded  
MAY 31, 2005 AT 08:37AM  
OUTAGAMIE COUNTY  
JANICE FLENZ  
REGISTER OF DEEDS  
Fee Amount: \$21.00



988R693

Return to:

Susan J. Duda  
Clerk/Treasurer  
City of Kaukauna  
P.O. Box 890  
Kaukauna, WI 54130

2100  
(6)

I, Susan J. Duda, Clerk/Treasurer of the City of Kaukauna, hereby certify that the attached Resolution No. 3438 was adopted by the Common Council of the City of Kaukauna on February 14, 2005, as recorded in the official book of Council Proceedings.

Dated this 25th day of May, 2005.

  
\_\_\_\_\_  
Susan J. Duda  
Clerk/Treasurer

**RESOLUTION NO. 3438**

**RESOLUTION APPROVING PARTIAL AMENDMENT TO  
PROTECTIVE COVENANTS IN THE INDUSTRIAL PARK NO. 1**

WHEREAS, lands within Kaukauna Industrial Park are subject to Protective Covenants dated September 8, 1975, which are recorded as Document No. 699644 in Volume 988 of Records, Page 693 with the Register of Deeds of Outagamie County, Wisconsin; and,

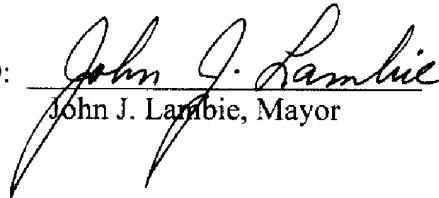
WHEREAS, said Protective Covenants may be amended only upon the recording of an instrument setting forth such amendment and which instrument shall be signed by the majority of the owners of the lots in said industrial park, as said majority is defined in said covenants and approved by a resolution adopted by the Common Council of the City of Kaukauna, by at least a three-quarters favorable vote of all members of the Common Council; and,

WHEREAS, Team Industries, Inc. has requested an amendment of said Protective Covenants to allow for a lesser building setback for a portion of lands owned by Team Industries, Inc., which lands abut Prospect Lane and said amendment has been approved by the majority of owners as required by said Protective Covenants;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kaukauna that the attached Partial Amendment to Protective Covenants is hereby approved effective upon adoption.

Introduced and adopted by a vote of eight ayes and zero nays this 14th day of February, 2005.

APPROVED:

  
John J. Lambie, Mayor

ATTEST:

  
Susan J. Duda, Clerk/Treasurer

PARTIAL AMENDMENT TO  
PROTECTIVE COVENANTS  
Title of Document

Document Number

The undersigned, who are either the owners or the duly authorized Officer, agent, Managing member or other representative of the owner of lands located within the Kaukauna Industrial Park.

And being entitled by the existing Protective Covenants to the number of votes indicated Beside my signature, do hereby approve and recommend to the Common Council of the City of Kaukauna the approval of the following partial amendment to the Protective Covenants dated September 8, 1975, and recorded as Document No. 699644 in Volume 988 of Records, Page 693 in the Office of the Register of Deeds, Outagamie County, Wisconsin.

2. Building Setbacks d. Prospect Lane.

For the portion of Prospect Lane adjoining Lot 1 and the northwesterly 175 feet of Lot 2 both of Certified Survey Map Number 323, City of Kaukauna, Outagamie County, Wisconsin, the required yard setback for a building shall be ten (10) feet from the lot line, not fifty (50) feet.

Record this document with the Register of Deeds

Name and Return Address:

Atty. Paul Van Berkel  
180 West Wisconsin Avenue  
Kaukauna, WI 54130

//  
(Parcel Identification Number)

Team Industries Inc

BY Donald J. Murphy votes 4

SETLE INN

BY Elmer Sout votes -

G+G Machine

BY Randy Gunkel votes 1

Banta Fulfillment Services

BY Jeremiah McNeal votes 3

Gilbert and Nash Co.

BY Dan T. Brooks votes 1

EMS Pkarril

BY Steve T. Hara votes 1

BY Wayne Bodek votes 1

Warm Sensations LTD

BY Karl Mueller votes 2

TRANSPO CONTRACTOR CONSULTING, INC

BY M. Lukas Company INC votes 1

Alm Bros

BY Alm Bros votes -

BADGER GRAPHIC SALES

FOX VALLEY TOOL & DIE

BY Mark E. Huff votes 1

RED-D-ARC WELDERS

BY Pat Hermus votes 1

Quality Mail Marketing

BY James K. Pashy votes 1

SCHUH TRANSPORT INC.

BY Wm. M. Schuh votes 1

Precision Scraping + Alignment

BY Mike Nelesen votes 1

BY 21 votes -

DAVIES CARP

BY Bruce V. G. M. votes 1

VANDY HAVEN INC

BY Car. Smith votes 1

DAEMEN FERRIS

BY J. H. Quality Patterns votes 1

Jessie Patton

BY Thomas M. Patton votes 1

Fox Structures, Inc

BY Safety - Klean System votes 1

BY Paula Berger votes 1

BY Mary Jo More votes 1

BY Mah Wahab votes 2

BY MORTON BUILDINGS INC votes 1

BY OVERNITE TRANSPORTATION votes 4

BY Enterprise Electric votes 1

BY VAS MIDWEST CARRIERS COOP. votes 1

BY Accurate Machine Co. Inc. votes 1

BY Quintaven Construction Inc. votes 1

BY Concrete Cutters Inc votes 1

BY Milton Propane votes 1

#### ACKNOWLEDGMENT

STATE OF WISCONSIN  
OUTAGAMIE COUNTY  
William E. Hammen

Personally came before me this 10th day of Feb, 2005,  
the above named                      were acknowledged before  
me at TEAM Industries, Inc. in Kaukauna, WI.

                     to be the persons who executed the foregoing instrument  
and acknowledged the same.

signature

Jeanne M. Girton

type or print name and return address

Notary Public Outagamie County,  
My commission expires: 03/04/07

BY SCHUCK MECHANICAL votes 1

BY Schubert HTG votes 1

BY Five Star Frozen Foods Inc. votes -

BY                      votes             

BY                      votes             

BY                      votes             

BY                      votes             

BY                      votes             

BY                      votes             

BY                      votes             

BY                      votes             

BY                      votes             

BY                      votes             

#### ACKNOWLEDGMENT

STATE OF WISCONSIN  
OUTAGAMIE COUNTY

Personally came before me this 1st day of             , 2005,  
the above named officers                     

                     to be the officers who executed the foregoing  
instrument and acknowledged the same.

signature

type or print name and return address

Notary Public Outagamie County,  
My commission expires:

PARTIAL AMENDMENT TO  
PROTECTIVE COVENANTS  
Title of Document

Document Number

The undersigned, who are either the owners or the duly authorized Officer, agent, Managing member or other representative of the owner of lands located within the Kaukauna Industrial Park.

And being entitled by the existing Protective Covenants to the number of votes indicated Beside my signature, do hereby approve and recommend to the Common Council of the City of Kaukauna the approval of the following partial amendment to the Protective Covenants dated September 8, 1975, and recorded as Document No. 899844 in Volume 988 of Records, Page 693 in the Office of the Register of Deeds, Outagamie County, Wisconsin.

2. Building Setbacks d. Prospect Lane.

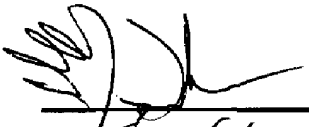
For the portion of Prospect Lane adjoining Lot 1 and the northwesterly 175 feet of Lot 2 both of Certified Survey Map Number 323, City of Kaukauna, Outagamie County, Wisconsin, the required yard setback for a building shall be ten (10) feet from the lot line, not fifty (50) feet.

Record this document with the Register of Deeds

Name and Return Address:

Atty. Paul Van Berkel  
180 West Wisconsin Avenue  
Kaukauna, WI 54130

//  
(Parcel Identification Number)

BY  votes 1Owner 860 Eastline Road

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

BY \_\_\_\_\_ votes \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 OUTAGAMIE COUNTY ) ss.  
 COUNTY OF PORTAGE )  
 Personally came before me this 9th day of Feb., 2005,  
 the above named

Jerry Fahrner, President

## ACKNOWLEDGMENT

STATE OF WISCONSIN  
 OUTAGAMIE COUNTY

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005,  
 the above named officers

to me known to be the persons who executed the foregoing instrument  
 and acknowledged the same.

*Carol Austreng*  
 signature Carol Austreng

2800 Mecca Drive, Plover, WI 54467  
 type or print name and return address

Notary Public Outagamie County,  
 My commission expires: 3-23-08

to me known to be the officers who executed the foregoing  
 instrument and acknowledged the same.

signature

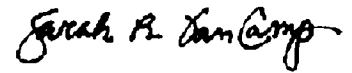
type or print name and return address

Notary Public Outagamie County,  
 My commission expires:

|                 |                                                      |
|-----------------|------------------------------------------------------|
| Document Number | <b>PARTIAL AMENDMENT TO<br/>PROTECTIVE COVENANTS</b> |
|                 | Title                                                |

SIXTY-ONE (61) PAGES (INCLUDING COVER SHEET)

Document #: **2370617**  
Date: **08-10-2026** Time: **12:29 PM**  
Pages: **61** Fee: **\$30.00**  
County: **OUTAGAMIE COUNTY** State: **WI**



**SARAH R VAN CAMP, REGISTER OF DEEDS**  
This document has been electronically recorded  
**Return to:**  
**City of Kaukauna- Planning Department**

Name and Return Address:

City of Kaukauna  
Attn: City Attorney  
144 W. Second Street  
Kaukauna, WI 54130

See Exhibit A

Parcel Identification Number

This instrument prepared by:

City of Kaukauna  
Adrienne Nelson  
Associate Planner  
144 W. 2<sup>nd</sup> Street  
Kaukauna, WI 54130  
(920) 766-6318

## **RESOLUTION 2026-5519**

### **RESOLUTION APPROVING AMENDMENT TO PROTECTIVE COVENANTS FOR KAUKAUNA INDUSTRIAL PARK**

**WHEREAS**, lands within the Kaukauna Industrial Park are subject to Protective Covenants dated September 8<sup>th</sup>, 1975, which are recorded as Document No. 699644 in Volume 988 of Records, Page 693, with the Register of Deeds of Outagamie County, Wisconsin; and,

**WHEREAS**, said Protective Covenants may be amended only upon the recording of an instrument to said effect duly signed by a majority of the then owners of the lots in said subdivision with the approval thereof by the Common Council as evidenced by a resolution duly adopted by at least a three-fourth's favorable vote of all members of the Common Council; and,

**WHEREAS**, in determining a majority of property owners one vote shall be counted for each owner owning three acres of land or less, and one additional vote for each full three acres, with a maximum of ten (10) votes for any one property owner, counting the unsold lands retained by the City of Kaukauna; and,

**WHEREAS**, the City of Kaukauna received duly executed and notarized consents from property owners entitled to vote under Paragraphs 11 and 12 of the Protective Covenants, and the votes cast in favor of the proposed amendment constitute the required majority for amendment of the Protective Covenants; and

**WHEREAS**, the Industrial Park Commission, at its meeting of June 29<sup>th</sup>, 2026, made recommendation to approve the amendment;

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Kaukauna, Wisconsin that the following amendment be added to the Kaukauna Industrial Park Protective Covenants:

**"Limited Exception for Prospect Lane Parking.** Notwithstanding the provisions of Paragraph 6 of these Protective Covenants, the City of Kaukauna may, at its discretion, designate and permit parking within the public right-of-way along the west side of Prospect Lane, but only in such locations and configurations as are expressly approved by the City of Kaukauna.

Any such parking shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, as may be amended from time to time, including, but not limited to, limitations on the type, number, orientation, and duration of parking spaces, as well as requirements necessary to preserve traffic safety,

visibility, pedestrian access, and truck maneuverability.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, suspend, or terminate any such permitted parking if it determines that such action is necessary to address safety concerns, traffic operations, or compliance with applicable regulations.

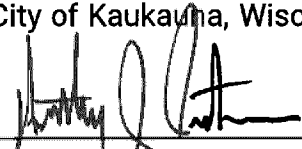
This exception shall apply only to the specific area described herein and shall not be construed as permitting or authorizing parking on any other public street within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect."

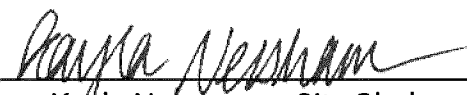
**BE IT FURTHER RESOLVED**, that the appropriate City officials are authorized to execute and record any documents necessary to effectuate this amendment.

Adopted by the Common Council of the City of Kaukauna, Wisconsin, on this 7<sup>th</sup> day of July, 2026.

APPROVED: \_\_\_\_\_

  
Anthony J. Penterman, Mayor

ATTEST: \_\_\_\_\_

  
Kayla Nessmann, City Clerk

**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): 2001 Hyland LLC

d/b/a: \_\_\_\_\_

Property Address: 2001 E Hyland Avenue, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322091300

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**15. Limited Exception for Prospect Lane Parking.** Notwithstanding the provisions of Paragraph 6 of these Protective Covenants, the City of Kaukauna may, at its discretion, designate and permit parking within the public right-of-way along the west side of Prospect Lane, but only in such locations and configurations as are expressly approved by the City of Kaukauna.

Any such parking shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, as may be amended from time to time, including, but not limited to, limitations on the type, number, orientation, and duration of parking spaces, as well as requirements necessary to preserve traffic safety, visibility, pedestrian access, and truck maneuverability.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, suspend, or terminate any such permitted parking if it determines that such action is necessary to address safety concerns, traffic operations, or compliance with applicable regulations.

This exception shall apply only to the specific area described herein and shall not be construed as permitting or authorizing parking on any other public street within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 25 day of JUNE, 2026.

Property Name(s): ZOOI HYLAND LLC

d/b/a: \_\_\_\_\_

By: Randall Weinert

Printed Name: RANDALL WEINERT

Title: MANAGING MEMBER

NOTARY ACKNOWLEDGMENT

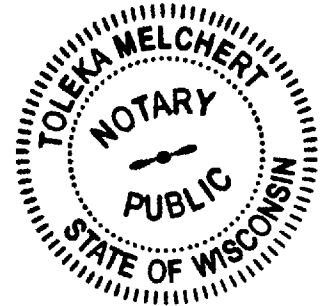
State of Wisconsin  
Outagamie County

Personally came before me this 25<sup>th</sup> day of June,  
2026, the above-named Randall Weinart to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Toleka Melchert

My Commission (expires/is permanent): 05.25.2027

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Fox Structures Realty LLC

d/b/a: \_\_\_\_\_

Property Address: 731 East Line Road & 2301 East Line Road, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322092801 & 322092803

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**15. Limited Exception for Prospect Lane Parking.** Notwithstanding the provisions of Paragraph 6 of these Protective Covenants, the City of Kaukauna may, at its discretion, designate and permit parking within the public right-of-way along the west side of Prospect Lane, but only in such locations and configurations as are expressly approved by the City of Kaukauna.

Any such parking shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, as may be amended from time to time, including, but not limited to, limitations on the type, number, orientation, and duration of parking spaces, as well as requirements necessary to preserve traffic safety, visibility, pedestrian access, and truck maneuverability.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, suspend, or terminate any such permitted parking if it determines that such action is necessary to address safety concerns, traffic operations, or compliance with applicable regulations.

This exception shall apply only to the specific area described herein and shall not be construed as permitting or authorizing parking on any other public street within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 26 day of June, 2026.

Property Name(s): South Industrial Park

d/b/a: \_\_\_\_\_

By: Fox Structures, Inc.

Printed Name: Zack Mashlan

Title: Salesman

# NOTARY ACKNOWLEDGMENT

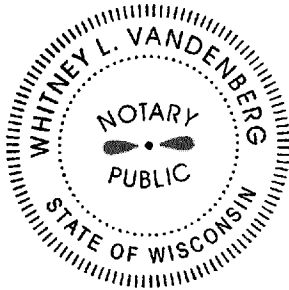
State of Wisconsin  
Outagamie County

Personally came before me this 26<sup>th</sup> day of June,  
2026, the above-named Zack Mashian to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Whitney L. Vandenberg

My Commission (expires/~~is permanent~~): 3/13/27

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Fox Valley Fastener LLC

d/b/a: \_\_\_\_\_

Property Address: 1151 Badger Road, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322091001

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**15. Limited Exception for Prospect Lane Parking.** Notwithstanding the provisions of Paragraph 6 of these Protective Covenants, the City of Kaukauna may, at its discretion, designate and permit parking within the public right-of-way along the west side of Prospect Lane, but only in such locations and configurations as are expressly approved by the City of Kaukauna.

Any such parking shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, as may be amended from time to time, including, but not limited to, limitations on the type, number, orientation, and duration of parking spaces, as well as requirements necessary to preserve traffic safety, visibility, pedestrian access, and truck maneuverability.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, suspend, or terminate any such permitted parking if it determines that such action is necessary to address safety concerns, traffic operations, or compliance with applicable regulations.

This exception shall apply only to the specific area described herein and shall not be construed as permitting or authorizing parking on any other public street within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 25 day of June, 2026.

Property Name(s): Fox Valley Fastener LLC

d/b/a: \_\_\_\_\_

By: David M Dahlke

Printed Name: David M Dahlke

Title: Owner

NOTARY ACKNOWLEDGMENT

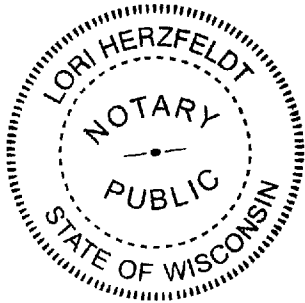
State of Wisconsin  
Outagamie County

Personally came before me this 25 day of June,  
2026, the above-named David M Dahlke to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Lori Herzfeldt

My Commission (expires/is permanent): 12/25/29

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Fox Valley Tool & Die Inc

d/b/a: \_\_\_\_\_

Property Address: 1601 Badger Road, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322092100

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**15. Limited Exception for Prospect Lane Parking.** Notwithstanding the provisions of Paragraph 6 of these Protective Covenants, the City of Kaukauna may, at its discretion, designate and permit parking within the public right-of-way along the west side of Prospect Lane, but only in such locations and configurations as are expressly approved by the City of Kaukauna.

Any such parking shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, as may be amended from time to time, including, but not limited to, limitations on the type, number, orientation, and duration of parking spaces, as well as requirements necessary to preserve traffic safety, visibility, pedestrian access, and truck maneuverability.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, suspend, or terminate any such permitted parking if it determines that such action is necessary to address safety concerns, traffic operations, or compliance with applicable regulations.

This exception shall apply only to the specific area described herein and shall not be construed as permitting or authorizing parking on any other public street within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 29 day of JUNE, 2026.

Property Name(s): FOX VANCEY TOOL & DIE INC

d/b/a: \_\_\_\_\_

By: 

Printed Name: MARK TETELAFF

Title: CEO

NOTARY ACKNOWLEDGMENT

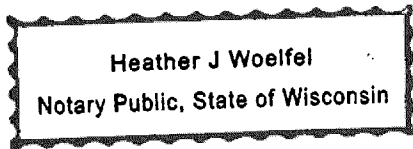
State of Wisconsin  
Outagamie County

Personally came before me this 29<sup>th</sup> day of June 2026,  
2026, the above-named Mark Tetzlaff to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Heather J. Woelfel

My Commission (expires/is permanent): 4/7/2028

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Foxland Real Estate LLC

d/b/a: \_\_\_\_\_

Property Address: 2500 Tower Drive, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322092601

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**15. Limited Exception for Prospect Lane Parking.** Notwithstanding the provisions of Paragraph 6 of these Protective Covenants, the City of Kaukauna may, at its discretion, designate and permit parking within the public right-of-way along the west side of Prospect Lane, but only in such locations and configurations as are expressly approved by the City of Kaukauna.

Any such parking shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, as may be amended from time to time, including, but not limited to, limitations on the type, number, orientation, and duration of parking spaces, as well as requirements necessary to preserve traffic safety, visibility, pedestrian access, and truck maneuverability.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, suspend, or terminate any such permitted parking if it determines that such action is necessary to address safety concerns, traffic operations, or compliance with applicable regulations.

This exception shall apply only to the specific area described herein and shall not be construed as permitting or authorizing parking on any other public street within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

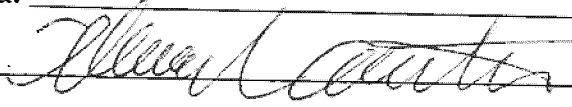
(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 23 day of JUNE, 2026.

Property Name(s): FOXLAND REAL ESTATE LLC

d/b/a: \_\_\_\_\_

By: 

Printed Name: ALEX W LAWTON

Title: PRESIDENT

NOTARY ACKNOWLEDGMENT

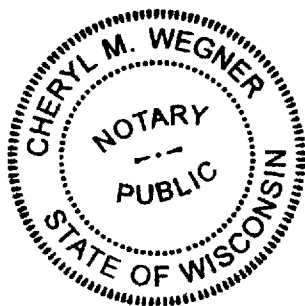
State of Wisconsin  
~~Outagamie~~ County  
Brown

Personally came before me this 23 day of June,  
2026, the above-named Alex Lawton to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: *Ceryl M Wegner*  
*Ceryl M Wegner*

My Commission (expires/is permanent): 3/15/2030

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Hardtke Construction LLC

d/b/a: WINDOWS OF WISCONSIN INC

Property Address: 2300 Tower Drive, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322092600

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**15. Limited Exception for Prospect Lane Parking.** Notwithstanding the provisions of Paragraph 6 of these Protective Covenants, the City of Kaukauna may, at its discretion, designate and permit parking within the public right-of-way along the west side of Prospect Lane, but only in such locations and configurations as are expressly approved by the City of Kaukauna.

Any such parking shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, as may be amended from time to time, including, but not limited to, limitations on the type, number, orientation, and duration of parking spaces, as well as requirements necessary to preserve traffic safety, visibility, pedestrian access, and truck maneuverability.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, suspend, or terminate any such permitted parking if it determines that such action is necessary to address safety concerns, traffic operations, or compliance with applicable regulations.

This exception shall apply only to the specific area described herein and shall not be construed as permitting or authorizing parking on any other public street within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 29 day of JUNE, 2026.

Property Name(s): HAROTKE CONSTRUCTION LLC

d/b/a: WINDOWS OF WISCONSIN

By: Carl Harotke

Printed Name: CARL HAROTKE

Title: OWNER / PRESIDENT

NOTARY ACKNOWLEDGMENT

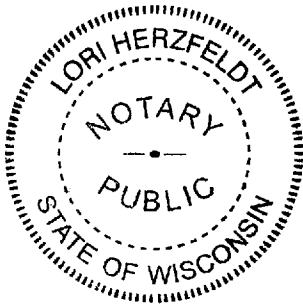
State of Wisconsin  
Outagamie County

Personally came before me this 29 day of June,  
2026, the above-named Carl Hardtke to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Lori Herzfeldt

My Commission (expires/is permanent): 12/25/29

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): James & Laurie Effa

d/b/a: ACCURATE MACHINE CO. INC.

Property Address: 1901 E Hyland Avenue, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322091200

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**15. Limited Exception for Prospect Lane Parking.** Notwithstanding the provisions of Paragraph 6 of these Protective Covenants, the City of Kaukauna may, at its discretion, designate and permit parking within the public right-of-way along the west side of Prospect Lane, but only in such locations and configurations as are expressly approved by the City of Kaukauna.

Any such parking shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, as may be amended from time to time, including, but not limited to, limitations on the type, number, orientation, and duration of parking spaces, as well as requirements necessary to preserve traffic safety, visibility, pedestrian access, and truck maneuverability.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, suspend, or terminate any such permitted parking if it determines that such action is necessary to address safety concerns, traffic operations, or compliance with applicable regulations.

This exception shall apply only to the specific area described herein and shall not be construed as permitting or authorizing parking on any other public street within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 22 day of June, 2026.

Property Name(s): ACCURATE MACHINE CO., INC.

d/b/a: Laurie Effa

By: Laurie Effa

Printed Name: LAURIE EFFA

Title: VP & SECRETARY

NOTARY ACKNOWLEDGMENT

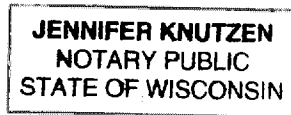
State of Wisconsin  
Outagamie County

Personally came before me this 22<sup>nd</sup> day of June,  
2026, the above-named Laurie Effa to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Jennifer Knutzen

My Commission (expires/is permanent): 11/30/2029

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): JN Investment Property LLC

d/b/a: Underdog Storage

Property Address: 2150 Tower Drive, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322092506

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**15. Limited Exception for Prospect Lane Parking.** Notwithstanding the provisions of Paragraph 6 of these Protective Covenants, the City of Kaukauna may, at its discretion, designate and permit parking within the public right-of-way along the west side of Prospect Lane, but only in such locations and configurations as are expressly approved by the City of Kaukauna.

Any such parking shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, as may be amended from time to time, including, but not limited to, limitations on the type, number, orientation, and duration of parking spaces, as well as requirements necessary to preserve traffic safety, visibility, pedestrian access, and truck maneuverability.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, suspend, or terminate any such permitted parking if it determines that such action is necessary to address safety concerns, traffic operations, or compliance with applicable regulations.

This exception shall apply only to the specific area described herein and shall not be construed as permitting or authorizing parking on any other public street within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 29<sup>th</sup> day of June, 2026.

Property Name(s): JN Investment Property LLC

d/b/a: Underdog Storage

By: [Signature]

Printed Name: Neil Schriesl

Title: member

NOTARY ACKNOWLEDGMENT

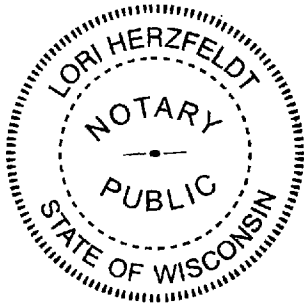
State of Wisconsin  
Outagamie County

Personally came before me this 29 day of June,  
2026, the above-named Neil Schiesl to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Lori Herzfeldt

My Commission (expires/is permanent): 12/25/29

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Kalies Enterprises 2 LLC

d/b/a: \_\_\_\_\_

Property Address: 1900 Tower Drive, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322092401

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **two (2) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**15. Limited Exception for Prospect Lane Parking.** Notwithstanding the provisions of Paragraph 6 of these Protective Covenants, the City of Kaukauna may, at its discretion, designate and permit parking within the public right-of-way along the west side of Prospect Lane, but only in such locations and configurations as are expressly approved by the City of Kaukauna.

Any such parking shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, as may be amended from time to time, including, but not limited to, limitations on the type, number, orientation, and duration of parking spaces, as well as requirements necessary to preserve traffic safety, visibility, pedestrian access, and truck maneuverability.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, suspend, or terminate any such permitted parking if it determines that such action is necessary to address safety concerns, traffic operations, or compliance with applicable regulations.

This exception shall apply only to the specific area described herein and shall not be construed as permitting or authorizing parking on any other public street within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 26<sup>th</sup> day of June, 2026.

Property Name(s): Kalies Enterprises 2 LLC

d/b/a: \_\_\_\_\_

By: [Signature]

Printed Name: Quinn Kalies

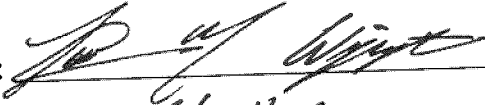
Title: Owner

NOTARY ACKNOWLEDGMENT

State of Wisconsin  
Outagamie County

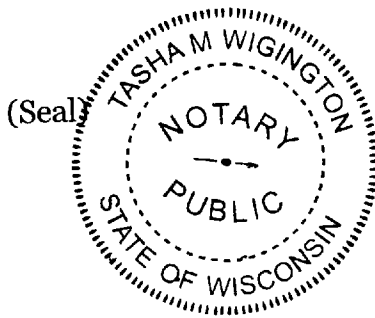
Personally came before me this 26 day of June,  
2026, the above-named Quinn Kalles to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin:



My Commission (expires/is permanent):

4. 11. 2029



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Milton Propane Inc

d/b/a: \_\_\_\_\_

Property Address: 701 East Line Road, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322092802

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**15. Limited Exception for Prospect Lane Parking.** Notwithstanding the provisions of Paragraph 6 of these Protective Covenants, the City of Kaukauna may, at its discretion, designate and permit parking within the public right-of-way along the west side of Prospect Lane, but only in such locations and configurations as are expressly approved by the City of Kaukauna.

Any such parking shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, as may be amended from time to time, including, but not limited to, limitations on the type, number, orientation, and duration of parking spaces, as well as requirements necessary to preserve traffic safety, visibility, pedestrian access, and truck maneuverability.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, suspend, or terminate any such permitted parking if it determines that such action is necessary to address safety concerns, traffic operations, or compliance with applicable regulations.

This exception shall apply only to the specific area described herein and shall not be construed as permitting or authorizing parking on any other public street within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 29<sup>th</sup> day of June, 2026.

Property Name(s): MILWA PRODUCE INC

d/b/a: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: JOHN A. ADAMS

Title: PRESIDENT

NOTARY ACKNOWLEDGMENT

State of Wisconsin  
Outagamie County

Personally came before me this 15<sup>th</sup> day of July 2026,  
2026, the above-named John Arndt to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Carrie Brown

My Commission (expires/is permanent): 8-14-2029

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Outagamie County

d/b/a: \_\_\_\_\_

Property Address: 2101 E Hyland Avenue, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322091400

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**15. Limited Exception for Prospect Lane Parking.** Notwithstanding the provisions of Paragraph 6 of these Protective Covenants, the City of Kaukauna may, at its discretion, designate and permit parking within the public right-of-way along the west side of Prospect Lane, but only in such locations and configurations as are expressly approved by the City of Kaukauna.

Any such parking shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, as may be amended from time to time, including, but not limited to, limitations on the type, number, orientation, and duration of parking spaces, as well as requirements necessary to preserve traffic safety, visibility, pedestrian access, and truck maneuverability.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, suspend, or terminate any such permitted parking if it determines that such action is necessary to address safety concerns, traffic operations, or compliance with applicable regulations.

This exception shall apply only to the specific area described herein and shall not be construed as permitting or authorizing parking on any other public street within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 25 day of June, 2026.

Property Name(s): Outagamie County

d/b/a: \_\_\_\_\_

By: Kevin Englebert

Printed Name: Kevin Englebert

Title: Development & Land Services Director

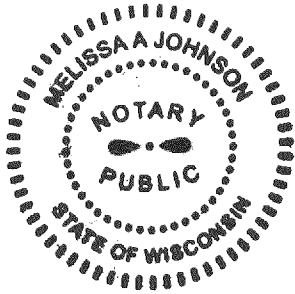
NOTARY ACKNOWLEDGMENT

State of Wisconsin  
Outagamie County

Personally came before me this 25<sup>th</sup> day of June,  
2026, the above-named Kevin Englebert to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Melissa A. Johnson *Melissa A. Johnson*  
My Commission (expires/is permanent): 02/04/2028

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Pensaukee LLC

d/b/a: \_\_\_\_\_

Property Address: 1050 Prospect Lane & 1100 Prospect Lane, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322092102 & 322092200

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**15. Limited Exception for Prospect Lane Parking.** Notwithstanding the provisions of Paragraph 6 of these Protective Covenants, the City of Kaukauna may, at its discretion, designate and permit parking within the public right-of-way along the west side of Prospect Lane, but only in such locations and configurations as are expressly approved by the City of Kaukauna.

Any such parking shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, as may be amended from time to time, including, but not limited to, limitations on the type, number, orientation, and duration of parking spaces, as well as requirements necessary to preserve traffic safety, visibility, pedestrian access, and truck maneuverability.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, suspend, or terminate any such permitted parking if it determines that such action is necessary to address safety concerns, traffic operations, or compliance with applicable regulations.

This exception shall apply only to the specific area described herein and shall not be construed as permitting or authorizing parking on any other public street within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 24 day of June, 2026.

Property Name(s): Pensaukee LLC

d/b/a: \_\_\_\_\_

By: John Panetti

Printed Name: John Panetti

Title: Owner

NOTARY ACKNOWLEDGMENT

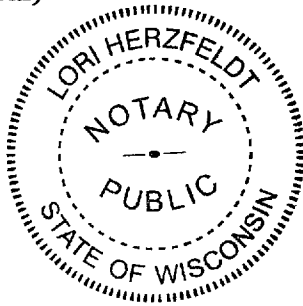
State of Wisconsin  
Outagamie County

Personally came before me this 24 day of June,  
2026, the above-named John Panetti to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Lori Herzfeldt

My Commission (expires/is permanent): 12/25/29

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Ronald & Carmen Fosick

d/b/a: ELMSTAR ELECTRIC CORP

Property Address: 800 East Line Road, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322092702

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**15. Limited Exception for Prospect Lane Parking.** Notwithstanding the provisions of Paragraph 6 of these Protective Covenants, the City of Kaukauna may, at its discretion, designate and permit parking within the public right-of-way along the west side of Prospect Lane, but only in such locations and configurations as are expressly approved by the City of Kaukauna.

Any such parking shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, as may be amended from time to time, including, but not limited to, limitations on the type, number, orientation, and duration of parking spaces, as well as requirements necessary to preserve traffic safety, visibility, pedestrian access, and truck maneuverability.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, suspend, or terminate any such permitted parking if it determines that such action is necessary to address safety concerns, traffic operations, or compliance with applicable regulations.

This exception shall apply only to the specific area described herein and shall not be construed as permitting or authorizing parking on any other public street within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 24<sup>th</sup> day of JUNE, 2026.

Property Name(s): CARMEN FOSICK

d/b/a: ELUSTAR ELECTRIC CORP

By: [Signature]

Printed Name: CARMEN FOSICK

Title: PRESIDENT

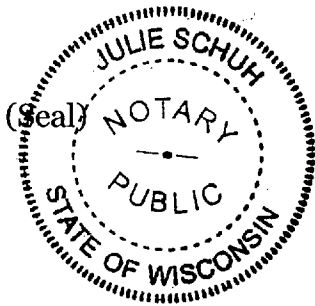
NOTARY ACKNOWLEDGMENT

State of Wisconsin  
Outagamie County

Personally came before me this 24<sup>th</sup> day of June,  
2026, the above-named Carmen Fursak to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Julie Schuh

My Commission (expires/is permanent): 9/8/29



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): TANN Investment LLC

d/b/a: \_\_\_\_\_

Property Address: 2200 Badger Road, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322091501

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**15. Limited Exception for Prospect Lane Parking.** Notwithstanding the provisions of Paragraph 6 of these Protective Covenants, the City of Kaukauna may, at its discretion, designate and permit parking within the public right-of-way along the west side of Prospect Lane, but only in such locations and configurations as are expressly approved by the City of Kaukauna.

Any such parking shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, as may be amended from time to time, including, but not limited to, limitations on the type, number, orientation, and duration of parking spaces, as well as requirements necessary to preserve traffic safety, visibility, pedestrian access, and truck maneuverability.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, suspend, or terminate any such permitted parking if it determines that such action is necessary to address safety concerns, traffic operations, or compliance with applicable regulations.

This exception shall apply only to the specific area described herein and shall not be construed as permitting or authorizing parking on any other public street within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 24 day of JUNE, 2026.

Property Name(s): TAN INVESTMENT LLC

d/b/a: \_\_\_\_\_

By: [Signature]

Printed Name: MATTHEW D. FRITSCH

Title: VP

NOTARY ACKNOWLEDGMENT

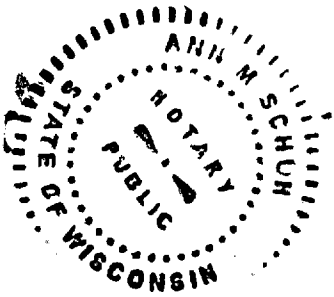
State of Wisconsin  
Outagamie County

Personally came before me this 24 day of June,  
2026, the above-named Matthew Fritsch to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Ann M Schuch

My Commission (expires/is permanent): 6/23/2030

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): TCP, LLC

d/b/a: \_\_\_\_\_

Property Address: 2103 Badger Road, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322091701

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**15. Limited Exception for Prospect Lane Parking.** Notwithstanding the provisions of Paragraph 6 of these Protective Covenants, the City of Kaukauna may, at its discretion, designate and permit parking within the public right-of-way along the west side of Prospect Lane, but only in such locations and configurations as are expressly approved by the City of Kaukauna.

Any such parking shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, as may be amended from time to time, including, but not limited to, limitations on the type, number, orientation, and duration of parking spaces, as well as requirements necessary to preserve traffic safety, visibility, pedestrian access, and truck maneuverability.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, suspend, or terminate any such permitted parking if it determines that such action is necessary to address safety concerns, traffic operations, or compliance with applicable regulations.

This exception shall apply only to the specific area described herein and shall not be construed as permitting or authorizing parking on any other public street within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 25 day of June, 2026.

Property Name(s): Precision Scraping & Alignment, Inc

d/b/a: \_\_\_\_\_

By: Kelly L. Effa

Printed Name: Kelly L. Effa

Title: CFO/Manager/owner

NOTARY ACKNOWLEDGMENT

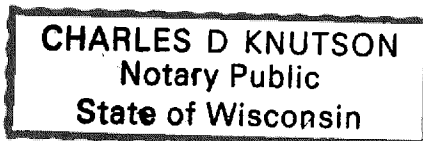
State of Wisconsin  
Outagamie County

Personally came before me this <sup>ck</sup> 26<sup>th</sup> day of June,  
2026, the above-named Kelly Effa to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: [Signature]

My Commission (expires/is permanent): 12/11/2028

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Team Badger LLC

d/b/a: \_\_\_\_\_

Property Address: 1221 Badger Road, 1301 Badger Road, & 1297 Badger Road,  
Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322091000 & 322091002

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**15. Limited Exception for Prospect Lane Parking.** Notwithstanding the provisions of Paragraph 6 of these Protective Covenants, the City of Kaukauna may, at its discretion, designate and permit parking within the public right-of-way along the west side of Prospect Lane, but only in such locations and configurations as are expressly approved by the City of Kaukauna.

Any such parking shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, as may be amended from time to time, including, but not limited to, limitations on the type, number, orientation, and duration of parking spaces, as well as requirements

necessary to preserve traffic safety, visibility, pedestrian access, and truck maneuverability.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, suspend, or terminate any such permitted parking if it determines that such action is necessary to address safety concerns, traffic operations, or compliance with applicable regulations.

This exception shall apply only to the specific area described herein and shall not be construed as permitting or authorizing parking on any other public street within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 24th day of June, 2026.

Property Name(s): Team Badger LLC

d/b/a: John Panetti

By: John Panetti

Printed Name: John Panetti

Title: Owner

NOTARY ACKNOWLEDGMENT

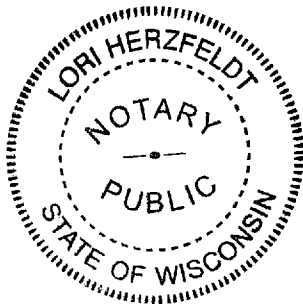
State of Wisconsin  
Outagamie County

Personally came before me this 24 day of June,  
2026, the above-named John Panetti to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Lori Herzfeldt

My Commission (expires/is permanent): 12/28/29

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Team Industries Inc.

d/b/a: \_\_\_\_\_

Property Address: 1200 Maloney Road, 1300 Maloney Road, 1077 Prospect Lane, 1079 Driessen Drive, 1080 Driessen Drive 1651 Badger Road, & 1020 Prospect Lane, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322090800, 322090900, 322091903, 322092001, & 322092101

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **ten (10) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**15. Limited Exception for Prospect Lane Parking.** Notwithstanding the provisions of Paragraph 6 of these Protective Covenants, the City of Kaukauna may, at its discretion, designate and permit parking within the public right-of-way along the west side of Prospect Lane, but only in such locations and configurations as are expressly approved by the City of Kaukauna.

Any such parking shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, as may be amended from time to time, including, but not limited to, limitations on the type,

number, orientation, and duration of parking spaces, as well as requirements necessary to preserve traffic safety, visibility, pedestrian access, and truck maneuverability.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, suspend, or terminate any such permitted parking if it determines that such action is necessary to address safety concerns, traffic operations, or compliance with applicable regulations.

This exception shall apply only to the specific area described herein and shall not be construed as permitting or authorizing parking on any other public street within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 24 day of June, 2026.

Property Name(s): Team Industries, Inc

d/b/a

By:

Printed Name: John Panetti

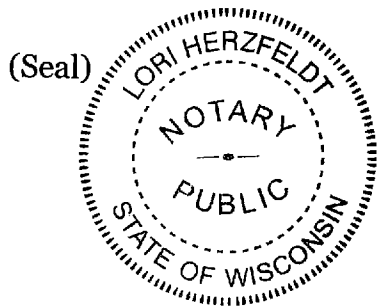
Title: Owner/President

NOTARY ACKNOWLEDGMENT

State of Wisconsin  
Outagamie County

Personally came before me this 24 day of June,  
2026, the above-named John Panetti to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Lori Herzfeldt  
My Commission (expires/is permanent): 12/25/29



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Valley Small Business Placement

d/b/a: \_\_\_\_\_

Property Address: 1059 Driessen Drive & 1801 Badger Road, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322091902 & 322092002

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**15. Limited Exception for Prospect Lane Parking.** Notwithstanding the provisions of Paragraph 6 of these Protective Covenants, the City of Kaukauna may, at its discretion, designate and permit parking within the public right-of-way along the west side of Prospect Lane, but only in such locations and configurations as are expressly approved by the City of Kaukauna.

Any such parking shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, as may be amended from time to time, including, but not limited to, limitations on the type, number, orientation, and duration of parking spaces, as well as requirements necessary to preserve traffic safety, visibility, pedestrian access, and truck maneuverability.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, or prohibit such fencing or storage if it determines that such action is necessary to address safety, aesthetic, or operational concerns, or to ensure compliance with applicable regulations.

Notwithstanding the foregoing, no fencing, storage, or other improvements shall be permitted in any area that interferes with required vision clearance, sight lines, or traffic visibility, as determined by the City of Kaukauna.

This exception shall apply only to property owned by Team Industries and shall not be construed as permitting or authorizing similar fencing or storage conditions on other properties within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 30 day of June, 2026.

Property Name(s): Valley Small Business Placement LLP

d/b/a: Bob & Daves Lawn & Landscape Inc

By: [Signature]

Printed Name: Robert Koehler

Title: OWNER

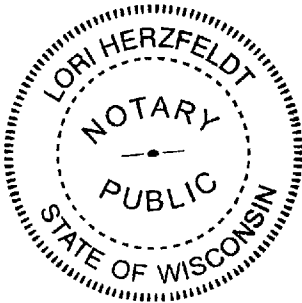
NOTARY ACKNOWLEDGMENT

State of Wisconsin  
Outagamie County

Personally came before me this 30 day of June,  
2026, the above-named Robert Koehler to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Lori Herzfeldt  
My Commission (expires/is permanent): 12/25/29

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Van Deraa Investments LLC

d/b/a: ENTERPRISE ELECTRIC

Property Address: 1040 Driessen Drive, 1060 Driessen Drive, & 1039 Driessen Drive, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322091906, 322091905, & 322091901

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**15. Limited Exception for Prospect Lane Parking.** Notwithstanding the provisions of Paragraph 6 of these Protective Covenants, the City of Kaukauna may, at its discretion, designate and permit parking within the public right-of-way along the west side of Prospect Lane, but only in such locations and configurations as are expressly approved by the City of Kaukauna.

Any such parking shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, as may be amended from time to time, including, but not limited to, limitations on the type, number, orientation, and duration of parking spaces, as well as requirements

necessary to preserve traffic safety, visibility, pedestrian access, and truck maneuverability.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, suspend, or terminate any such permitted parking if it determines that such action is necessary to address safety concerns, traffic operations, or compliance with applicable regulations.

This exception shall apply only to the specific area described herein and shall not be construed as permitting or authorizing parking on any other public street within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

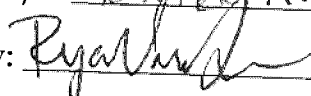
(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 29 day of JUNE, 2026.

Property Name(s): VAN DERAA INVESTMENT LLC

d/b/a: ENTERPRISE ELECTRIC

By: 

Printed Name: RYAN VAN DERAA  
Title: OWNER

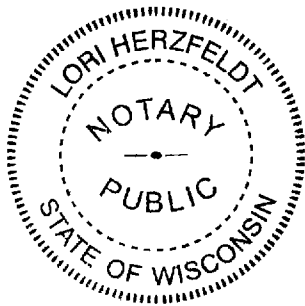
NOTARY ACKNOWLEDGMENT

State of Wisconsin  
Outagamie County

Personally came before me this 29 day of June,  
2026, the above-named Ryan Vanderaa to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Lori Herzfeldt  
My Commission (expires/is permanent): 12/25/29

(Seal)



**Exhibit A**

| Parcel Numbers: |
|-----------------|
| 322090800       |
| 322090900       |
| 322091000       |
| 322091001       |
| 322091002       |
| 322091200       |
| 322091300       |
| 322091400       |
| 322091500       |
| 322091501       |
| 322091600       |
| 322091601       |
| 322091602       |
| 322091701       |
| 322091702       |
| 322091800       |
| 322091901       |
| 322091902       |
| 322091903       |
| 322091905       |
| 322091906       |
| 322092001       |
| 322092002       |
| 322092100       |
| 322092101       |
| 322092102       |
| 322092200       |
| 322092201       |
| 322092300       |
| 322092400       |
| 322092401       |
| 322092501       |
| 322092503       |
| 322092506       |
| 322092600       |
| 322092601       |
| 322092602       |
| 322092701       |
| 322092702       |
| 322092800       |
| 322092801       |
| 322092802       |
| 322092803       |
| 322092804       |

Document #: **2370618**

Date: **08-10-2026** Time: **12:35 PM**

Pages: **55** Fee: **\$30.00**

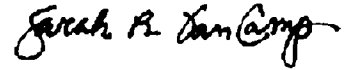
County: **OUTAGAMIE COUNTY** State: **WI**

**PARTIAL AMENDMENT TO  
PROTECTIVE COVENANTS**

Document Number

Title

FIFTY-FIVE (55) PAGES (INCLUDING COVER SHEET)



**SARAH R VAN CAMP, REGISTER OF DEEDS**

This document has been electronically recorded

**Return to:**

**City of Kaukauna- Planning Department**

Name and Return Address:

City of Kaukauna

Attn: City Attorney

144 W. Second Street

Kaukauna, WI 54130

See Exhibit A

Parcel Identification Number

This instrument prepared by:

City of Kaukauna

Adrienne Nelson

Associate Planner

144 W. 2<sup>nd</sup> Street

Kaukauna, WI 54130

(920) 766-6318

## **RESOLUTION 2026-5520**

### **RESOLUTION APPROVING AMENDMENT TO PROTECTIVE COVENANTS FOR KAUKAUNA INDUSTRIAL PARK**

**WHEREAS**, lands within the Kaukauna Industrial Park are subject to Protective Covenants dated September 8<sup>th</sup>, 1975, which are recorded as Document No. 699644 in Volume 988 of Records, Page 693, with the Register of Deeds of Outagamie County, Wisconsin; and,

**WHEREAS**, said Protective Covenants may be amended only upon the recording of an instrument to said effect duly signed by a majority of the then owners of the lots in said subdivision with the approval thereof by the Common Council as evidenced by a resolution duly adopted by at least a three-fourth's favorable vote of all members of the Common Council; and,

**WHEREAS**, in determining a majority of property owners one vote shall be counted for each owner owning three acres of land or less, and one additional vote for each full three acres, with a maximum of ten (10) votes for any one property owner, counting the unsold lands retained by the City of Kaukauna; and,

**WHEREAS**, the City of Kaukauna received duly executed and notarized consents from property owners entitled to vote under Paragraphs 11 and 12 of the Protective Covenants, and the votes cast in favor of the proposed amendment constitute the required majority for amendment of the Protective Covenants; and

**WHEREAS**, the Industrial Park Commission, at its meeting of June 29<sup>th</sup>, 2026, made recommendation to approve the amendment;

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Kaukauna, Wisconsin that the following amendment be added to the Kaukauna Industrial Park Protective Covenants:

**"Limited Exception for Outdoor Storage.** Notwithstanding the provisions of these Protective Covenants relating to building setbacks, landscaping, and outdoor storage, the City of Kaukauna may, at its discretion, approve the placement of fencing and the use of outdoor storage areas on property owned by Team Industries within the South Industrial Park.

Any such fencing and/or storage shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, including, but not limited to, requirements for screening, materials, setbacks, location, and operational use.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, or prohibit such fencing or storage if it determines that such action is necessary to address safety, aesthetic, or operational concerns, or to ensure compliance with applicable regulations.

Notwithstanding the foregoing, no fencing, storage, or other improvements shall be permitted in any area that interferes with required vision clearance, sight lines, or traffic visibility, as determined by the City of Kaukauna.

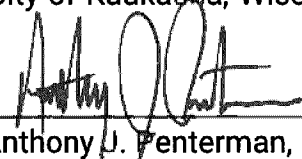
This exception shall apply only to property owned by Team Industries and shall not be construed as permitting or authorizing similar fencing or storage conditions on other properties within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect."

**BE IT FURTHER RESOLVED**, that the appropriate City officials are authorized to execute and record any documents necessary to effectuate this amendment.

Adopted by the Common Council of the City of Kaukauna, Wisconsin, on this 7<sup>th</sup> day of July, 2026.

APPROVED: \_\_\_\_\_

  
Anthony J. Penterman, Mayor

ATTEST: \_\_\_\_\_

  
Kayla Nessmann, City Clerk

**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): 2001 Hyland LLC

d/b/a: \_\_\_\_\_

Property Address: 2001 E Hyland Avenue, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322091300

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**16. Limited Exception for Outdoor Storage.** Notwithstanding the provisions of these Protective Covenants relating to building setbacks, landscaping, and outdoor storage, the City of Kaukauna may, at its discretion, approve the placement of fencing and the use of outdoor storage areas on property owned by Team Industries within the South Industrial Park.

Any such fencing and/or storage shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, including but, not limited to, requirements for screening, materials, setbacks, location, and operational use.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, or prohibit such fencing or storage if it determines that such action is necessary to address safety, aesthetic, or operational concerns, or to ensure compliance with applicable regulations.

Notwithstanding the foregoing, no fencing, storage, or other improvements shall be permitted in any area that interferes with required vision clearance, sight lines, or traffic visibility, as determined by the City of Kaukauna.

This exception shall apply only to property owned by Team Industries and shall not be construed as permitting or authorizing similar fencing or storage conditions on other properties within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 25 day of JUNE, 2026.

Property Name(s): ZOO1 HILAND LLC

d/b/a: \_\_\_\_\_

By: Randall Wehert

Printed Name: RANDALL WEHERT

Title: MANAGING MEMBER

NOTARY ACKNOWLEDGMENT

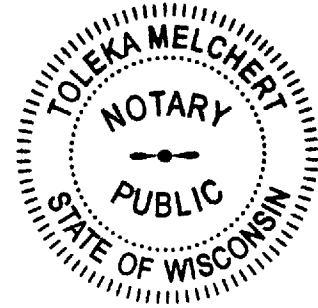
State of Wisconsin  
Outagamie County

Personally came before me this 25<sup>th</sup> day of June,  
2026, the above-named Randall Weinert to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Toleka Melchert

My Commission (expires/is permanent): 05-25-2027.

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Fox Structures Realty LLC

d/b/a: \_\_\_\_\_

Property Address: 731 East Line Road & 2301 East Line Road, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322092801 & 322092803

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**16. Limited Exception for Outdoor Storage.** Notwithstanding the provisions of these Protective Covenants relating to building setbacks, landscaping, and outdoor storage, the City of Kaukauna may, at its discretion, approve the placement of fencing and the use of outdoor storage areas on property owned by Team Industries within the South Industrial Park.

Any such fencing and/or storage shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, including but, not limited to, requirements for screening, materials, setbacks, location, and operational use.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, or prohibit such fencing or storage if it determines that such action is necessary to address safety, aesthetic, or operational concerns, or to ensure compliance with applicable regulations.

Notwithstanding the foregoing, no fencing, storage, or other improvements shall be permitted in any area that interferes with required vision clearance, sight lines, or traffic visibility, as determined by the City of Kaukauna.

This exception shall apply only to property owned by Team Industries and shall not be construed as permitting or authorizing similar fencing or storage conditions on other properties within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 26 day of June, 2026.

Property Name(s): South Industrial Park

d/b/a: Fox Star Structures Inc.

By: Fox Structures Inc.

Printed Name: Zack Mashlan

Title: Salesman

# NOTARY ACKNOWLEDGMENT

State of Wisconsin  
Outagamie County

Personally came before me this 26<sup>th</sup> day of June,  
2026, the above-named Zack Mashlan to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

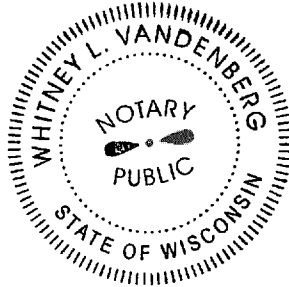
Notary Public, State of Wisconsin:

Whitney L. Vandenberg

My Commission (expires/~~is permanent~~):

3/13/27

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Fox Valley Fastener LLC

d/b/a: \_\_\_\_\_

Property Address: 1151 Badger Road, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322091001

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**16. Limited Exception for Outdoor Storage.** Notwithstanding the provisions of these Protective Covenants relating to building setbacks, landscaping, and outdoor storage, the City of Kaukauna may, at its discretion, approve the placement of fencing and the use of outdoor storage areas on property owned by Team Industries within the South Industrial Park.

Any such fencing and/or storage shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, including but, not limited to, requirements for screening, materials, setbacks, location, and operational use.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, or prohibit such fencing or storage if it determines that such action is necessary to address safety, aesthetic, or operational concerns, or to ensure compliance with applicable regulations.

Notwithstanding the foregoing, no fencing, storage, or other improvements shall be permitted in any area that interferes with required vision clearance, sight lines, or traffic visibility, as determined by the City of Kaukauna.

This exception shall apply only to property owned by Team Industries and shall not be construed as permitting or authorizing similar fencing or storage conditions on other properties within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 25<sup>th</sup> day of June, 2026.

Property Name(s): Fox Valley Fastener LLC

d/b/a. \_\_\_\_\_

By: David M. Dahlke

Printed Name: David M Dahlke

Title: Owner

NOTARY ACKNOWLEDGMENT

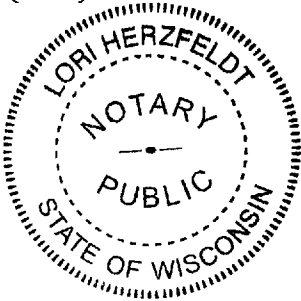
State of Wisconsin  
Outagamie County

Personally came before me this 25 day of June,  
2026, the above-named David M Dahlke to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Lori Herzfeldt

My Commission (expires/is permanent): 12/31/29

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Fox Valley Tool & Die Inc

d/b/a: Fox Valley Tool & Die Inc

Property Address: 1601 Badger Road, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322092100

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**16. Limited Exception for Outdoor Storage.** Notwithstanding the provisions of these Protective Covenants relating to building setbacks, landscaping, and outdoor storage, the City of Kaukauna may, at its discretion, approve the placement of fencing and the use of outdoor storage areas on property owned by Team Industries within the South Industrial Park.

Any such fencing and/or storage shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, including but, not limited to, requirements for screening, materials, setbacks, location, and operational use.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, or prohibit such fencing or storage if it determines that such action is necessary to address safety, aesthetic, or operational concerns, or to ensure compliance with applicable regulations.

Notwithstanding the foregoing, no fencing, storage, or other improvements shall be permitted in any area that interferes with required vision clearance, sight lines, or traffic visibility, as determined by the City of Kaukauna.

This exception shall apply only to property owned by Team Industries and shall not be construed as permitting or authorizing similar fencing or storage conditions on other properties within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

*CONTINGENT STORAGE NOT BEYOND OUR BUILDING*

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

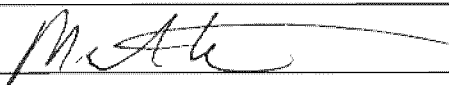
(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 29 day of June, 2026.

Property Name(s): Fox Valley Tool & Die Inc

d/b/a: \_\_\_\_\_

By: 

Printed Name: MARK TETZLAFF

Title: CEO

NOTARY ACKNOWLEDGMENT

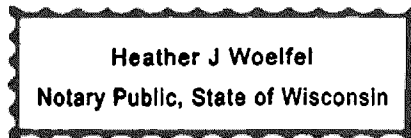
State of Wisconsin  
Outagamie County

Personally came before me this 29<sup>th</sup> day of June 2026,  
2026, the above-named Mark Tetzlaff to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Heather J. Woelfel

My Commission (expires/is permanent): 4/7/2028

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Foxland Real Estate LLC

d/b/a: \_\_\_\_\_

Property Address: 2500 Tower Drive, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322092601

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**16. Limited Exception for Outdoor Storage.** Notwithstanding the provisions of these Protective Covenants relating to building setbacks, landscaping, and outdoor storage, the City of Kaukauna may, at its discretion, approve the placement of fencing and the use of outdoor storage areas on property owned by Team Industries within the South Industrial Park.

Any such fencing and/or storage shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, including but, not limited to, requirements for screening, materials, setbacks, location, and operational use.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, or prohibit such fencing or storage if it determines that such action is necessary to address safety, aesthetic, or operational concerns, or to ensure compliance with applicable regulations.

Notwithstanding the foregoing, no fencing, storage, or other improvements shall be permitted in any area that interferes with required vision clearance, sight lines, or traffic visibility, as determined by the City of Kaukauna.

This exception shall apply only to property owned by Team Industries and shall not be construed as permitting or authorizing similar fencing or storage conditions on other properties within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 23 day of JUNE, 2026.

Property Name(s): FOXLAND REAL ESTATE, LLC

d/b/a: \_\_\_\_\_

By: Alex W. Lawton

Printed Name: ALEX W LAWTON

Title: PRESIDENT

NOTARY ACKNOWLEDGMENT

State of Wisconsin

~~Outagamie~~ County

Brown

Personally came before me this 23 day of June,  
2026, the above-named Alex Hawken to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

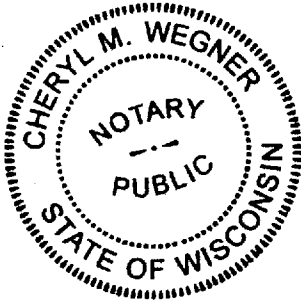
Notary Public, State of Wisconsin:

*Ceryl M. Wegner*  
Ceryl M. Wegner

My Commission (expires/is permanent):

3/15/230

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Hardtke Construction LLC

d/b/a: WINDOWS OF WISCONSIN INC

Property Address: 2300 Tower Drive, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322092600

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**16. Limited Exception for Outdoor Storage.** Notwithstanding the provisions of these Protective Covenants relating to building setbacks, landscaping, and outdoor storage, the City of Kaukauna may, at its discretion, approve the placement of fencing and the use of outdoor storage areas on property owned by Team Industries within the South Industrial Park.

Any such fencing and/or storage shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, including but, not limited to, requirements for screening, materials, setbacks, location, and operational use.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, or prohibit such fencing or storage if it determines that such action is necessary to address safety, aesthetic, or operational concerns, or to ensure compliance with applicable regulations.

Notwithstanding the foregoing, no fencing, storage, or other improvements shall be permitted in any area that interferes with required vision clearance, sight lines, or traffic visibility, as determined by the City of Kaukauna.

This exception shall apply only to property owned by Team Industries and shall not be construed as permitting or authorizing similar fencing or storage conditions on other properties within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 29 day of JUNE, 2026.

Property Name(s): HARSTKE CONSTRUCTION LLC

d/b/a: WINDOWS OF WISCONSIN INC

By: Carl Harstke

Printed Name: CARL HARSTKE

Title: OWNER / PRESIDENT

NOTARY ACKNOWLEDGMENT

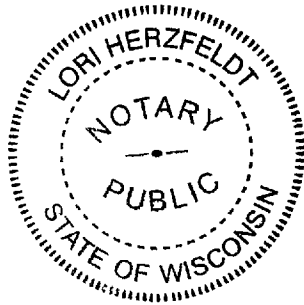
State of Wisconsin  
Outagamie County

Personally came before me this 29 day of JUNE,  
2026, the above-named Carl Hardtke to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Lori Herzfeldt

My Commission (expires/is permanent): 12/25/29

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): JN Investment Property LLC

d/b/a: Underdog Storage

Property Address: 2150 Tower Drive, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322092506

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**16. Limited Exception for Outdoor Storage.** Notwithstanding the provisions of these Protective Covenants relating to building setbacks, landscaping, and outdoor storage, the City of Kaukauna may, at its discretion, approve the placement of fencing and the use of outdoor storage areas on property owned by Team Industries within the South Industrial Park.

Any such fencing and/or storage shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, including but, not limited to, requirements for screening, materials, setbacks, location, and operational use.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, or prohibit such fencing or storage if it determines that such action is necessary to address safety, aesthetic, or operational concerns, or to ensure compliance with applicable regulations.

Notwithstanding the foregoing, no fencing, storage, or other improvements shall be permitted in any area that interferes with required vision clearance, sight lines, or traffic visibility, as determined by the City of Kaukauna.

This exception shall apply only to property owned by Team Industries and shall not be construed as permitting or authorizing similar fencing or storage conditions on other properties within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 29<sup>th</sup> day of June, 2026.

Property Name(s): JN Investment Property LLC

d/b/a: Underdog Storage

By: [Signature]

Printed Name: Neil Schiesl

Title: member

NOTARY ACKNOWLEDGMENT

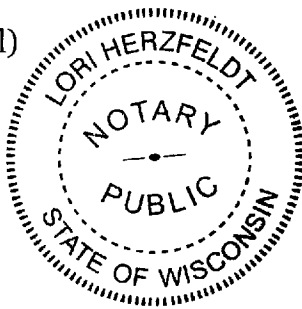
State of Wisconsin  
Outagamie County

Personally came before me this 29 day of June,  
2026, the above-named Neil Schiesl to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Lori Herzfeldt

My Commission (expires/is permanent): 12/25/29

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Milton Propane Inc

d/b/a: \_\_\_\_\_

Property Address: 701 East Line Road, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322092802

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**16. Limited Exception for Outdoor Storage.** Notwithstanding the provisions of these Protective Covenants relating to building setbacks, landscaping, and outdoor storage, the City of Kaukauna may, at its discretion, approve the placement of fencing and the use of outdoor storage areas on property owned by Team Industries within the South Industrial Park.

Any such fencing and/or storage shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, including but, not limited to, requirements for screening, materials, setbacks, location, and operational use.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, or prohibit such fencing or storage if it determines that such action is necessary to address safety, aesthetic, or operational concerns, or to ensure compliance with applicable regulations.

Notwithstanding the foregoing, no fencing, storage, or other improvements shall be permitted in any area that interferes with required vision clearance, sight lines, or traffic visibility, as determined by the City of Kaukauna.

This exception shall apply only to property owned by Team Industries and shall not be construed as permitting or authorizing similar fencing or storage conditions on other properties within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 29<sup>th</sup> day of JUNE, 2026.

Property Name(s): MILTA PROPERTY INC

d/b/a: \_\_\_\_\_

By: [Signature]

Printed Name: JOHN ALBERT

Title: President

# NOTARY ACKNOWLEDGMENT

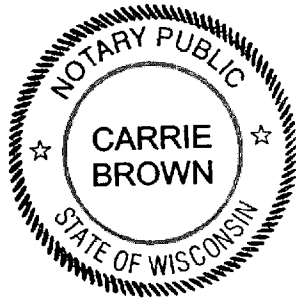
State of Wisconsin  
Outagamie County

Personally came before me this 1<sup>st</sup> day of July 2026,  
2026, the above-named John Arndt to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Carrie Brown

My Commission (expires/is permanent): 8-14-2029

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Outagamie County

d/b/a: \_\_\_\_\_

Property Address: 2101 E Hyland Avenue, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322091400

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**16. Limited Exception for Outdoor Storage.** Notwithstanding the provisions of these Protective Covenants relating to building setbacks, landscaping, and outdoor storage, the City of Kaukauna may, at its discretion, approve the placement of fencing and the use of outdoor storage areas on property owned by Team Industries within the South Industrial Park.

Any such fencing and/or storage shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, including but, not limited to, requirements for screening, materials, setbacks, location, and operational use.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, or prohibit such fencing or storage if it determines that such action is necessary to address safety, aesthetic, or operational concerns, or to ensure compliance with applicable regulations.

Notwithstanding the foregoing, no fencing, storage, or other improvements shall be permitted in any area that interferes with required vision clearance, sight lines, or traffic visibility, as determined by the City of Kaukauna.

This exception shall apply only to property owned by Team Industries and shall not be construed as permitting or authorizing similar fencing or storage conditions on other properties within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 25 day of June, 2026.

Property Name(s): Outagamie County

d/b/a: \_\_\_\_\_

By: Kevin Englebert

Printed Name: Kevin Englebert

Title: Development & Land Services Director

# NOTARY ACKNOWLEDGMENT

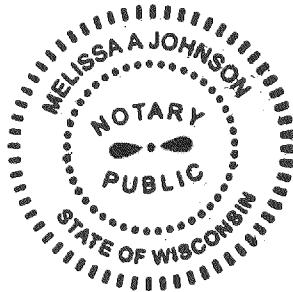
State of Wisconsin  
Outagamie County

Personally came before me this 25<sup>th</sup> day of June,  
2026, the above-named Kevin Englebert to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Melissa A Johnson 

My Commission (expires/is permanent): 02/04/2028

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Pensaukee LLC

d/b/a: \_\_\_\_\_

Property Address: 1050 Prospect Lane & 1100 Prospect Lane, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322092102 & 322092200

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**16. Limited Exception for Outdoor Storage.** Notwithstanding the provisions of these Protective Covenants relating to building setbacks, landscaping, and outdoor storage, the City of Kaukauna may, at its discretion, approve the placement of fencing and the use of outdoor storage areas on property owned by Team Industries within the South Industrial Park.

Any such fencing and/or storage shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, including but, not limited to, requirements for screening, materials, setbacks, location, and operational use.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, or prohibit such fencing or storage if it determines that such action is necessary to address safety, aesthetic, or operational concerns, or to ensure compliance with applicable regulations.

Notwithstanding the foregoing, no fencing, storage, or other improvements shall be permitted in any area that interferes with required vision clearance, sight lines, or traffic visibility, as determined by the City of Kaukauna.

This exception shall apply only to property owned by Team Industries and shall not be construed as permitting or authorizing similar fencing or storage conditions on other properties within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 24 day of July June, 2026.

Property Name(s): Pensaukee LLC

d/b/a: John Panetti

By: John Panetti

Printed Name: John Panetti

Title: Owner

NOTARY ACKNOWLEDGMENT

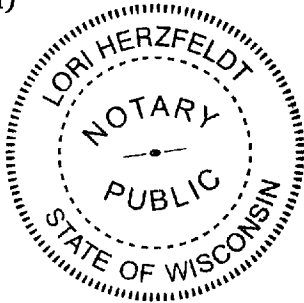
State of Wisconsin  
Outagamie County

Personally came before me this 24 day of June,  
2026, the above-named John Panetti to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Lori Herzfeldt

My Commission (expires/is permanent): 12/25/29

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Ronald and Carmen Fosick

d/b/a: ELMSTAR ELECTRIC CORP

Property Address: 800 East Line Road, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322092702

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**16. Limited Exception for Outdoor Storage.** Notwithstanding the provisions of these Protective Covenants relating to building setbacks, landscaping, and outdoor storage, the City of Kaukauna may, at its discretion, approve the placement of fencing and the use of outdoor storage areas on property owned by Team Industries within the South Industrial Park.

Any such fencing and/or storage shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, including but, not limited to, requirements for screening, materials, setbacks, location, and operational use.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, or prohibit such fencing or storage if it determines that such action is necessary to address safety, aesthetic, or operational concerns, or to ensure compliance with applicable regulations.

Notwithstanding the foregoing, no fencing, storage, or other improvements shall be permitted in any area that interferes with required vision clearance, sight lines, or traffic visibility, as determined by the City of Kaukauna.

This exception shall apply only to property owned by Team Industries and shall not be construed as permitting or authorizing similar fencing or storage conditions on other properties within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 24th day of JUNE, 2026.

Property Name(s): CARMEN FOSICK

d/b/a: ELMSTAR ELECTRIC CORP

By: 

Printed Name: CARMEN FOSICK

Title: PRESIDENT

NOTARY ACKNOWLEDGMENT

State of Wisconsin  
Outagamie County

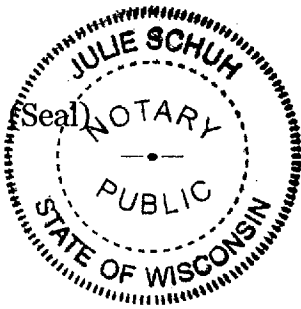
Personally came before me this 24<sup>th</sup> day of June,  
2026, the above-named Carmen Fosick to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin:

Julie Schuh

My Commission (expires/is permanent):

9/8/29



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): TANN Investment LLC

d/b/a: \_\_\_\_\_

Property Address: 2200 Badger Road, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322091501

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**16. Limited Exception for Outdoor Storage.** Notwithstanding the provisions of these Protective Covenants relating to building setbacks, landscaping, and outdoor storage, the City of Kaukauna may, at its discretion, approve the placement of fencing and the use of outdoor storage areas on property owned by Team Industries within the South Industrial Park.

Any such fencing and/or storage shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, including but, not limited to, requirements for screening, materials, setbacks, location, and operational use.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, or prohibit such fencing or storage if it determines that such action is necessary to address safety, aesthetic, or operational concerns, or to ensure compliance with applicable regulations.

Notwithstanding the foregoing, no fencing, storage, or other improvements shall be permitted in any area that interferes with required vision clearance, sight lines, or traffic visibility, as determined by the City of Kaukauna.

This exception shall apply only to property owned by Team Industries and shall not be construed as permitting or authorizing similar fencing or storage conditions on other properties within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 24 day of JUNE, 2026.

Property Name(s): TEAM INVESTMENTS LLC

d/b/a: \_\_\_\_\_

By: [Signature]

Printed Name: MATTHEW D. FRITZCH.

Title: V.P.

NOTARY ACKNOWLEDGMENT

State of Wisconsin  
Outagamie County

Personally came before me this 24 day of June,  
2026, the above-named Matthew Fritsch to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

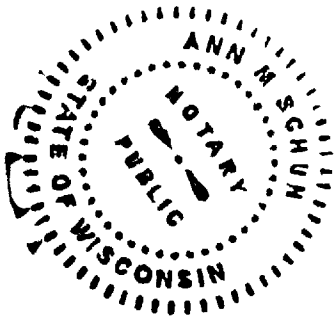
Notary Public, State of Wisconsin:

Ann M Schun

My Commission (expires/is permanent):

6/23/2030

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): TCP, LLC

d/b/a: \_\_\_\_\_

Property Address: 2103 Badger Road, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322091701

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**16. Limited Exception for Outdoor Storage.** Notwithstanding the provisions of these Protective Covenants relating to building setbacks, landscaping, and outdoor storage, the City of Kaukauna may, at its discretion, approve the placement of fencing and the use of outdoor storage areas on property owned by Team Industries within the South Industrial Park.

Any such fencing and/or storage shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, including but, not limited to, requirements for screening, materials, setbacks, location, and operational use.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, or prohibit such fencing or storage if it determines that such action is necessary to address safety, aesthetic, or operational concerns, or to ensure compliance with applicable regulations.

Notwithstanding the foregoing, no fencing, storage, or other improvements shall be permitted in any area that interferes with required vision clearance, sight lines, or traffic visibility, as determined by the City of Kaukauna.

This exception shall apply only to property owned by Team Industries and shall not be construed as permitting or authorizing similar fencing or storage conditions on other properties within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 29 day of June, 2026.

Property Name(s): Precision Scraping & Alignment, Inc

d/b/a: \_\_\_\_\_

By: Kelly L. Effa

Printed Name: Kelly L. Effa

Title: CEO/HR Manager/Owner

NOTARY ACKNOWLEDGMENT

State of Wisconsin  
Outagamie County

Personally came before me this 29 day of June,  
2026, the above-named Kelly Effa to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Mindy Casper  
My Commission (expires/is permanent): 01/22/2028

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Team Badger KKC

d/b/a: \_\_\_\_\_

Property Address: 1221 Badger Road, 1301 Badger Road, & 1297 Badger Road,  
Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322091000 & 322091002

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**16. Limited Exception for Outdoor Storage.** Notwithstanding the provisions of these Protective Covenants relating to building setbacks, landscaping, and outdoor storage, the City of Kaukauna may, at its discretion, approve the placement of fencing and the use of outdoor storage areas on property owned by Team Industries within the South Industrial Park.

Any such fencing and/or storage shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, including but, not limited to, requirements for screening, materials, setbacks, location, and operational use.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, or prohibit such fencing or storage if it determines that such action is necessary to address safety, aesthetic, or operational concerns, or to ensure compliance with applicable regulations.

Notwithstanding the foregoing, no fencing, storage, or other improvements shall be permitted in any area that interferes with required vision clearance, sight lines, or traffic visibility, as determined by the City of Kaukauna.

This exception shall apply only to property owned by Team Industries and shall not be construed as permitting or authorizing similar fencing or storage conditions on other properties within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 24 day of June, 2026.

Property Name(s): Team Badger LLC

d/b/a: \_\_\_\_\_

By: John Panetti

Printed Name: John Panetti

Title: Owner

NOTARY ACKNOWLEDGMENT

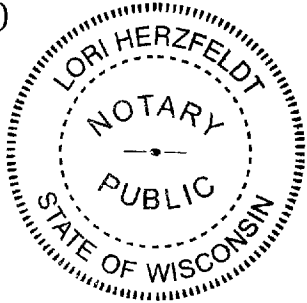
State of Wisconsin  
Outagamie County

Personally came before me this 24 day of June,  
2026, the above-named John Panetti to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Lori Herzfeldt

My Commission (expires/is permanent): 12/25/29

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Team Industries Inc.

d/b/a: \_\_\_\_\_

Property Address: 1200 Maloney Road, 1300 Maloney Road, 1077 Prospect Lane, 1079 Driessen Drive, 1080 Driessen Drive, 1651 Badger Road, & 1020 Prospect Lane, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322090800, 322090900, 322091903, 322092001, & 322092101

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **ten (10) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**16. Limited Exception for Outdoor Storage.** Notwithstanding the provisions of these Protective Covenants relating to building setbacks, landscaping, and outdoor storage, the City of Kaukauna may, at its discretion, approve the placement of fencing and the use of outdoor storage areas on property owned by Team Industries within the South Industrial Park.

Any such fencing and/or storage shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, including but, not limited to, requirements for screening, materials, setbacks, location, and operational use.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, or prohibit such fencing or storage if it determines that such action is necessary to address safety, aesthetic, or operational concerns, or to ensure compliance with applicable regulations.

Notwithstanding the foregoing, no fencing, storage, or other improvements shall be permitted in any area that interferes with required vision clearance, sight lines, or traffic visibility, as determined by the City of Kaukauna.

This exception shall apply only to property owned by Team Industries and shall not be construed as permitting or authorizing similar fencing or storage conditions on other properties within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 24 day of JUNE, 2026.

Property Name(s): Team Industries, Inc

d/b/a: \_\_\_\_\_

By: John Panetti

Printed Name: John Panetti

Title: Owner / President

NOTARY ACKNOWLEDGMENT

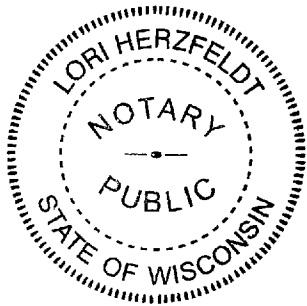
State of Wisconsin  
Outagamie County

Personally came before me this 24 day of June,  
2026, the above-named John Panetti to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Lori Herzfeldt

My Commission (expires/is permanent): 12/25/29

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Valley Small Business Placement

d/b/a: \_\_\_\_\_

Property Address: 1059 Driessen Drive & 1801 Badger Road, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322091902 & 322092002

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**16. Limited Exception for Outdoor Storage.** Notwithstanding the provisions of these Protective Covenants relating to building setbacks, landscaping, and outdoor storage, the City of Kaukauna may, at its discretion, approve the placement of fencing and the use of outdoor storage areas on property owned by Team Industries within the South Industrial Park.

Any such fencing and/or storage shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, including but, not limited to, requirements for screening, materials, setbacks, location, and operational use.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, suspend, or terminate any such permitted parking if it determines that such action is necessary to address safety concerns, traffic operations, or compliance with applicable regulations.

This exception shall apply only to the specific area described herein and shall not be construed as permitting or authorizing parking on any other public street within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 30 day of June, 2026.

Property Name(s): Valley Small Business Placement LLP

d/b/a: Bob + Dave's Lawn & Landscape Inc

By: [Signature]

Printed Name: Robert R Koehler

Title: OWNER

# NOTARY ACKNOWLEDGMENT

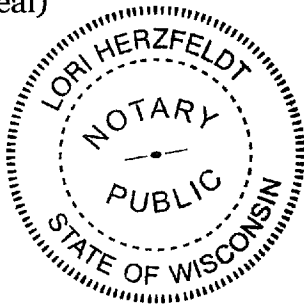
State of Wisconsin  
Outagamie County

Personally came before me this 30 day of June,  
2026, the above-named Robert Koehler to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Lori Herzfeldt

My Commission (expires/is permanent): 12/25/29

(Seal)



**CONSENT AND VOTE OF PROPERTY OWNER  
FOR AMENDMENT TO PROTECTIVE COVENANTS  
FOR KAUKAUNA INDUSTRIAL PARK**

Property Name(s): Van Deraa Investments LLC

d/b/a: ENTERPRISE ELECTRIC

Property Address: 1040 Driessen Drive, 1060 Driessen Drive, & 1039 Driessen Drive, Kaukauna, WI 54130

Legal Description (or Lot/Parcel Number): 322091906, 322091905, & 322091901

WHEREAS, the undersigned is the owner of the above-described property subject to the Protective Covenants for Kaukauna Industrial Park recorded in Outagamie County, Wisconsin (the "Protective Covenants"); and

WHEREAS, the Protective Covenants provide that they may be amended upon approval of the required percentage of property owners; and

WHEREAS, pursuant to the Protective Covenants for Kaukauna Industrial Park, each property is allocated a voting interest based upon the number of acres comprising such property, and the above-described property is entitled to **one (1) vote(s)**;

WHEREAS, the terms of the proposed Amendment to the Protective Covenants for Kaukauna Industrial Park (the "Amendment") are set forth herein below.

**PROPOSED AMENDMENT TO PROTECTIVE COVENANTS**

**16. Limited Exception for Outdoor Storage.** Notwithstanding the provisions of these Protective Covenants relating to building setbacks, landscaping, and outdoor storage, the City of Kaukauna may, at its discretion, approve the placement of fencing and the use of outdoor storage areas on property owned by Team Industries within the South Industrial Park.

Any such fencing and/or storage shall be permitted only upon approval by the City of Kaukauna and pursuant to a written agreement with the City, and shall be subject to all conditions, restrictions, and requirements established by the City, including but, not limited to, requirements for screening, materials, setbacks, location, and operational use.

The City of Kaukauna reserves the right, at any time and in its sole discretion, to modify, restrict, or prohibit such fencing or storage if it determines that such action is necessary to address safety, aesthetic, or operational concerns, or to ensure compliance with applicable regulations.

Notwithstanding the foregoing, no fencing, storage, or other improvements shall be permitted in any area that interferes with required vision clearance, sight lines, or traffic visibility, as determined by the City of Kaukauna.

This exception shall apply only to property owned by Team Industries and shall not be construed as permitting or authorizing similar fencing or storage conditions on other properties within the subdivision.

Except as expressly provided herein, all other provisions of these Protective Covenants shall remain in full force and effect.

NOW, THEREFORE, the undersigned hereby casts the vote indicated below with respect to the proposed Amendment.

☒ FOR APPROVAL – The undersigned hereby votes in favor of and consents to the adoption of the Amendment to the Protective Covenants.

☐ AGAINST APPROVAL – The undersigned votes against the proposed Amendment.

(Check one)

The undersigned certifies that they are authorized to execute this Consent on behalf of the property owner. The undersigned authorizes this Consent to be used to determine whether the required approval threshold for adoption of the Amendment has been met, and to be included with the official records of the Amendment.

Dated this 29 day of JUNE, 2026.

Property Name(s): VAN DERAA INVESTMENTS LLC

d/b/a: ENTERPRISE ELECTRIC

By: Ryan Van Deraa

Printed Name: Ryan Van Deraa

Title: OWNER

NOTARY ACKNOWLEDGMENT

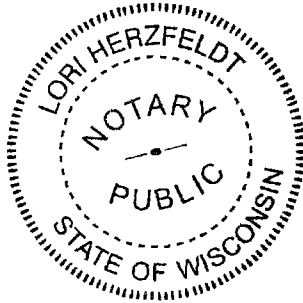
State of Wisconsin  
Outagamie County

Personally came before me this 29 day of June,  
2026, the above-named Ryan Vanderaa to me known to  
be the person(s) who executed the foregoing instrument and acknowledged the  
same.

Notary Public, State of Wisconsin: Lori Herzfeldt

My Commission (expires/is permanent): 12/25/29

(Seal)



## **Exhibit A**

| <b>Parcel Numbers:</b> |
|------------------------|
| 322090800              |
| 322090900              |
| 322091000              |
| 322091001              |
| 322091002              |
| 322091200              |
| 322091300              |
| 322091400              |
| 322091500              |
| 322091501              |
| 322091600              |
| 322091601              |
| 322091602              |
| 322091701              |
| 322091702              |
| 322091800              |
| 322091901              |
| 322091902              |
| 322091903              |
| 322091905              |
| 322091906              |
| 322092001              |
| 322092002              |
| 322092100              |
| 322092101              |
| 322092102              |
| 322092200              |
| 322092201              |
| 322092300              |
| 322092400              |
| 322092401              |
| 322092501              |
| 322092503              |
| 322092506              |
| 322092600              |
| 322092601              |
| 322092602              |
| 322092701              |
| 322092702              |
| 322092800              |
| 322092801              |
| 322092802              |
| 322092803              |
| 322092804              |