Document Number	**WILDLIFE ACRES SUBDIVISION** **RESTRICTIVE COVENANTS**	DOC# 855853 Recorded SEP. 14, 2005 AT 11:17AM Patricia Kraus PATRICIA KRAUS REGISTER OF DEEDS FOND DU LAC COUNTY Fee Amount: $47.00
Return Address:	Attorney Robert V. Edgarton Edgarton, St. Peter, Petak, & Rosenfeldt P. O. Box 1276 Fond du Lac, WI 54936-1276	
Parcel I.D. Number:		Recording Area

WILDLIFE ACRES SUBDIVISION
RESTRICTIVE COVENANTS

Affecting the following real estate located in the City of Fond du Lac, Fond du Lac County, Wisconsin:

Lots One (1) through Forty-Four (44) and Out Lots One (1), Two (2) and Three (3) of Wildlife Acres Subdivision located in the City of Fond du Lac, Fond du Lac County, Wisconsin:

RECITALS:

A. Definitions: Except as expressly defined herein, those definitions attached hereto as **Exhibit "A"** shall be deemed incorporated by reference. All other Recitals will also be incorporated by reference.

B. That the Developer, Wildlife Acres Limited Partnership, wishes to impose certain restrictions upon future development and use of the Subdivision so that the investment of the purchasers will be protected and so that the maintenance and integrity of the Out Lots and Drainage Facility will be provided for.

C. Both the Developer and all other Owners agree that the terms hereof are reasonable and equitable and that by virtue of taking title to any Lot located in the Subdivision all Owners will be bound by each and every provision herein contained.

IT IS, THEREFORE, AGREED THAT THE FOLLOWING RESTRICTIONS SHALL BE IMPOSED UPON EACH AND ALL OF THE LOTS WITHIN THE SUBDIVISION:

1. **ARCHITECTURAL CONTROL COMMITTEE.**

The provisions hereof will, unless expressly stated otherwise, be administered by an Architectural Control Committee. The word "Architectural" shall not, however, limit the Architectural Control Committee as to its authority as to the provisions contained herein which may be other than architectural in nature.

The Architectural Control Committee shall initially consist of three (3) members appointed by the General Partner of the Developer, RonMark Land Co. RonMark Land Co. may delegate the function of the Architectural Control Committee to an individual or business association provided that such representative shall observe the terms herein.

At the option of the Developer, the Developer may at any time provide notice to the Board of Directors of the Association (see Exhibit "A") that it has elected to relinquish responsibility under the terms of these Restrictive Covenants and in such case an Architectural Control Committee consisting of three (3) members shall be appointed by the Board of Directors of the Association. Members of the Board of Directors of the Association may also serve on the Architectural Control Committee.

2. APPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE.

In addition to any specific provisions or restrictions hereinafter contained, no building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan shall have been approved in writing by the Architectural Control Committee.

In making its determination, the Architectural Control Committee may take into account such things as the quality of workmanship, the materials to be used, the harmony of external design and color with existing structures, the topography of the land, the intended landscaping, the applicable zoning, and such other reasonable considerations which, in the discretion of the Architectural Control Committee are relevant in making its decision.

The terms contained herein and the authority granted to the Architectural Control Committee are in addition to, and may be in excess of, applicable building codes or ordinances of any municipal or governing authority. However, any Owner must comply with all applicable codes and ordinances of said governing authorities, as well as the provisions of these Restrictive Covenants and as well as the terms and provisions of the recorded Out Lot Maintenance and Use Agreement, the terms of which are incorporated by reference.

No construction on any Lot of any residence, multi-family dwelling, or commercial structure shall be commenced with approval at least fifteen (15) days in advance by the Architectural Control Committee. Such approval must be in writing.

In connection with an application for approval, the Owner shall submit to the Architectural Control Committee such documents as the Architectural Control Committee may reasonably request. By way of example, and not by way of limitation, these documents may include site plan, landscaping and grading plan, elevation showing front, back and sides of the building, floor plans, and specifications as to color and materials to be used in connection with construction of any improvements.

Any party who has signed a binding contract for purchase of a Lot may apply to the Architectural Control Committee for approval of proposed development upon a Lot in the same manner as is the case with an Owner set forth in the preceding paragraph.

In the event approval in writing is granted by the Architectural Control Committee for construction of improvements upon a Lot, all such improvements shall be made in accord with the information and documentation which was submitted in connection with the application for approval and no changes shall be made without the further written approval of the Architectural Control Committee.

The Architectural Control Committee's approval shall not relieve any prospective purchaser or Owner of the obligation to comply with all other applicable laws, codes or ordinances and the terms of the Out Lot Maintenance and Use Agreement.

3. USE OF LOTS.

With the exception of Lots 1 and 2, all Lots shall be used only for residential purposes. Residential purposes will include single family, duplex, multi-family or condominiums.

Lots 1 and 2, currently Commercially-Zoned Parcels, if later zoned Residential shall thereafter be used for residential purposes only with such land use change being more specifically defined in Paragraph 4, which follows.

4. **RECONSTITUTION OF MULTI-FAMILY OR COMMERCIALLY-ZONED PARCELS.**

In the event that any of the Lots, which are originally zoned and intended for more Multi-Family or Commercially-Zoned use are converted by rezoning to Single Family Residential use, then all the restrictions applying to single family residences, as contained herein, shall be applicable including rights afforded lot owners in the Out Lot Maintenance and Use Agreement. Those parcels which are defined as Multi-Family Parcels and Commercially-Zoned Parcels may be converted to single family residential use according to the provisions contained herein. For purposes of this paragraph, "Single Family Residential" shall mean a traditional one-family residence, duplexes, and condominiums which are intended for residential dwelling.

The Developer and any future Owners of these parcels shall be accorded the following flexibility:

a. *Conversion of Multi-Family to Single Residential Use.*

In the event that all or any portion of the Multi-Family Parcel is changed to Single Family Residential, then a revision shall be made to the Allocation Table so that the rezoned Single Family Residential property is treated materially the same with respect to dues, assessments, votes in the affairs of the Association and Restrictive Covenants as is the case with other Residential Lots.

b. *Conversion of Commercially-Zoned Parcels, Lots 1 and 2, to Single Family Residential Use.*

In the event that the Owner of Lot 1 or Lot 2 obtains rezoning as to all or any portion of said Lots, then the Allocation Table shall be amended so that the portion which has been zoned Residential is treated materially similar to other Residential Parcels in the Subdivision with respect to dues, assessments, votes in the affairs of the Association and Restrictive Covenants. In addition, upon such rezoning, the portion which is rezoned to Residential shall thereafter be accorded rights in the Out Lots in the same manner as is the case with other Residential Lots.

c. *Adjustment of Allocation Table.*

In the event of conversion and rezoning per Paragraph 4.a. or 4.b. above, application will be made to the Association by the Owner obtaining such rezoning or by any officer of the Association requesting that the Allocation Table be amended as to dues and vote in the affairs of the Association. If the Owner and the Association are unable to agree after a period of twenty (20) days on such amendment, then the Owner and the Association agree to submit a determination of the revision of the Allocation Table to binding arbitration pursuant to the Rules of the American Arbitration Association.

5. **RESTRICTIONS AS TO SIZE OF BUILDINGS OR DWELLINGS.**

The usable floor square feet of living space in any single family dwelling above the exterior finished grade and exclusive of any porches, finished basement levels, and garages but including three-season and four-season rooms, shall not be less than the following:

a. *Type 1 Lots – Pond Lot Owners as Defined in Exhibit "A"*

Useable square feet as determined above shall be not less than the following:

i. Ranch style dwelling shall have a minimum of one thousand six hundred (1,600) square feet.

ii. Two story dwelling shall have not less than two thousand four hundred (2,400) square feet.

iii. Cape Cod type dwelling shall have not less than one thousand six hundred (1,600) square feet on the first floor level. Upper levels of a Cape Cod type structure may be finished at the time of initial construction or remain unfinished.

iv. Raised ranch or multi-level dwellings may, at the option of the Architectural Control Committee be considered as ranch style or two-story dwellings. A level of the home other than the basement will be considered one which has not less than four (4) feet of such level visible above grade from the front of the residence. As part of the authority of the Architectural Control Committee, the Architectural Control Committee may classify such raised ranch or multi-level dwelling as a ranch style dwelling or a two-story dwelling applying the appropriate square footage requirements relating thereto. .

b. *Type 2 Lots – Off Pond Lot Owners as Defined in Exhibit "A"*

The provisions set forth in the preceding paragraph shall apply except that the required useable square footage of dwelling area shall be not less than the following:

i. Ranch style dwelling shall have not less than one thousand five hundred (1,500) square feet.

ii. Two story dwelling shall have not less than two thousand (2,000) square feet.

iii. Cape Cod type dwelling shall have not less than one thousand five hundred (1,500) square feet on the first floor.

iv. Raised ranch or multi-level dwelling s may, at the option of the Architectural Control Committee be considered as ranch style or two-story dwellings. A level of the home other than the basement will be considered one which has not less than four (4) feet of such level visible above grade from the front of the residence. As part of the authority of the Architectural Control Committee, the Architectural Control Committee may classify such raised ranch or multi-level dwelling as a ranch style dwelling or a two-story dwelling applying the appropriate square footage requirements relating thereto. .

c. *Type 3 Lots – Duplex Owners and Pond Condominium Lots as Defined in Exhibit "A"*

These Lots shall be subject to the following building restrictions: Each residential dwelling area shall have not less than the following useable square footage:

i. Pond Condominium Lots, Lots 9 and 18, shall, as to each duplex structure, have the following useable square footage requirements:

Each duplex building shall meet the useable finished square footage area in one of the following manners:

a) the total first floor finished usable area shall be three thousand two hundred (3,200) square feet or more; or

b) not less than two thousand seven hundred (2,700) finished usable square feet of floor space shall be on the first level and [if the first level does not have usable square feet of floor space which equals or exceeds three thousand two hundred (3,200) square feet] then each duplex living unit shall also have not less than two hundred fifty (250) square feet of finished living area in the Walkout Basement. For purposes of these Restrictive Covenants, the Walkout Basement will mean those structures where the topography of the land upon which they are located is such that the finished floor of the basement is equal to the finished exterior grade immediately adjacent thereto. Provided, however, no duplex living unit shall have less than one thousand one hundred (1,100) square feet of useable finished living square footage on the first floor.

ii. As to Duplex Lots 4, 5, 6, 7 and 8, the total finished living area on the first floor for each duplex unit shall in aggregate be not less than two thousand eight hundred (2,800) square feet but need not be equal so long as neither duplex unit has a first floor finished living area which is less than one thousand one hundred (1,100) square feet.

iii. As to Duplex Lots 28, 29, 30, 31, 32, 33, 34 and 35, the total finished living area on the first floor for each duplex unit shall in aggregate be not less than two thousand six hundred (2,600) square feet but need not be equal so long as neither duplex unit has a first floor finished living area which is less than one thousand one hundred (1,100) square feet.

In making its determination, the Architectural Control Committee will not take into account any basement or below grade areas with the exception of finished Walkout Basement areas. However, sunrooms or enclosed porches may be included at the discretion of the Architectural Control Committee.

d. *Type 4 Lots – Multi-Family Parcels (Lots 3 and 40 as Defined in Exhibit "A"*

Multi-family structures built on these Lots shall be compatible in quality and design with the other residential Lots located within the Subdivision in the discretion of the Architectural Control Committee. In the event Lot 3 is re-zoned or otherwise developed in a manner so as to have one or more duplex structures constructed on said Lot 3, then those requirements set

forth as to duplex structures in Paragraph 5.c.ii. above shall apply. (Duplex Lots 4, 5, 6, 7 and 8). Lot 40 is intentionally omitted from this provision.

e. *Type 5 Lots – Commercially-Zoned Parcels.(Lots 1 and 2) as Defined in Exhibit "A"*

In the discretion of the Architectural Control Committee, approval will be granted given consideration to the compatibility of the development of these Lots with the balance of the Subdivision.

6. **GARAGES.**

Each residential dwelling constructed on any single family or duplex lot shall include provisions for an attached two (2) car garage. In no event shall any residential dwelling have a garage which is larger than a three (3) car garage.

7. **FENCES AND OTHER OUT BUILDINGS.**

No uncoated galvanized chain link fences shall be permitted. Natural fences, such as hedges or wood fences, may be approved in the sole discretion of the Architectural Control Committee. No fence, however, may be over four (4) feet in height and all must be at least forty percent (40%) visually open. No fence shall be allowed which adversely affects the Drainage Facility.

Out buildings or accessory buildings must be approved by the Architectural Control Committee, which approval shall be in its sole discretion. This would include such things as gazebos or children's play structures. No detached garages, temporary buildings, or accessory buildings shall be allowed with the exception of decorative structures, such as gazebos. Requests to construct any decorative structures shall be subject to the sole discretion of the Architectural Control Committee.

8. **EXTERIOR OF BUILDINGS.**

The exterior of any natural wood buildings shall be stained with a non-transparent stain or paint within one (1) year of construction of the building. No natural weathering exterior material, including logs or log siding, shall be placed on any building located within the Subdivision. The roof pitch shall be 5/12 or greater and any chimneys and exterior flues shall be enclosed unless otherwise approved in writing by the Architectural Control Committee. As to those Lots which are intended for residential use, the Architectural Control Committee may, in its discretion, require the use in part of brick, stone or other similar materials. All exterior materials shall be subject to review in the manner provided in these Restrictive Covenants with such review being by the Architectural Control Committee.

9. **COMPLETION OF A DWELLING.**

All residential buildings shall be completed not later than one (1) year from date of commencement of construction. Commencement of construction shall mean visible excavation. No temporary dwellings are allowed. No housing which is deemed to be manufactured housing in the discretion of the Architectural Control Committee shall be allowed permitted in writing. In making its

determination, the Architectural Control Committee shall presume that any residential structure which is transported across public highways into the Subdivision in five (5) components or less is considered manufactured housing. Residences commonly referred to as log homes, A-frames, or earth homes shall not be permitted and no existing home shall be moved from another location to the Subdivision.

10. **LANDSCAPING.**

Each of the Lots shall be landscaped within one (1) year from the commencement of construction of the dwelling. As part of the approval process, the Architectural Control Committee reserves the right to require details to be submitted with respect to landscaping plans and there shall be no material deviation from any landscaping plans which are approved by the Architectural Control Committee.

Construction and landscaping shall be done in a manner which shall minimize any run off to the Pond and the Architectural Control Committee shall have the right to require silt screening or other appropriate measures which it deems necessary or advisable in its discretion in this regard.

The Lots which surround the Pond, being specifically Lots 9 through 23 inclusive, shall not, within one hundred (100) feet of the Pond plant any species of trees as follows: Oaks, Maples, Elms, or Willows.

With the following exception, the landscape plan for each single family residential Lot shall provide for at least two (2) shade trees with a minimum diameter of one (1) inch. Any landscaping materials, including trees which die shall be promptly replaced.

Natural areas, subject to landscape approval by the Architectural Control Committee, are encouraged provided that they shall be kept free of noxious weeds and comply; with all applicable ordinances of the Governing Body.

11. **USE OF FERTILIZERS.**

Use of fertilizers to enhance landscaping shall be subject to review by the Architectural Control Committee annually. The Architectural Control Committee shall have the authority to restrict use of fertilizers based upon the condition of the Pond and the corresponding maintenance cost to Lot Owners resulting from the use of fertilizer and/or the type of fertilizer.

On Lots 9 through 23 inclusive, fertilizer is discouraged but if used 16-0-8 is recommended.

12. **EXCESS MATERIAL.**

In the event there is excess topsoil or fill as a result of construction on any Lot within the Subdivision, the Architectural Control Committee or the Developer may designate that any such material be deposited at the Lot Owner's expense within the Subdivision. In the absence of such direction by the Architectural Control Committee or the Developer, it shall be the responsibility of the Lot Owner to dispose of any such excess material promptly in connection with the construction process.

13. DRIVEWAYS AND APPROACHES.

Except as otherwise permitted in writing by the Architectural Control Committee, all driveways and approaches of single family and duplex lots shall be surfaced with concrete, asphalt or brick within one (1) year of commencement of construction of the structure containing the dwelling. Provided, however, the Architectural Control Committee may permit the paving of approaches to be delayed until a time not later than six (6) months after completion of the finished public street.

14. RURAL SECTION / CULVERTS.

This Subdivision is being developed in what is commonly referred to as a "rural section" meaning that a portion of the front of each of the Lots in the interior of the Subdivision will be designed to function as part of the Drainage Facility. Each driveway servicing either single family residential lot, duplex lot, condominium lot, or multi-family lot, shall have a culvert designed to carry water under the completed driveway which accesses the public street which shall be a minimum of twenty-four (24) feet in length and have a diameter of eighteen (18) inches.

The plans for any such culverts shall be subject to written approval of the Architectural Control Committee but they must be constructed of corrugated metal, have a prefabricated apron end wall or suitable alternative on each end, extend not less than two (2) feet beyond the driveway which is being serviced by that culvert and installed in a manner to not adversely affect the function of the Drainage Facility.

15. EXTERIOR MAINTENANCE.

The Owner of each Lot, including residential lots and the Commercially-Zoned Parcels, shall maintain the exterior of all structures and driveways in a good state of repair and shall properly maintain all trees and shrubs and other landscaping.

All grass clippings, fallen branches, brush, and other yard waste shall be promptly removed from the Lot. Placement of any such materials on Out Lots, in the Pond, or in a manner which could be reasonably anticipated to result in storm water carrying such materials to the Pond is prohibited.

16. ANIMALS.

No animals, poultry, pigeons, livestock, or other similar or dissimilar animals may be kept, raised or bred on any Lot except that an Owner may have a combination of up to four (4) dogs and/or cats. Small household pets, such as fish or birds shall, in addition, be permitted so long as they otherwise conform to these Restrictive Covenants including those which require that there be no nuisance created.

Any such pets shall be kept within the confines of the Lot except when on a leash and under direct control or supervision of the Owner. No such pet shall be permitted to be maintained if it creates a nuisance to other Lot Owners.

Each Lot Owner maintaining any such pets shall be responsible for disposing of the waste from such animal and it shall be strictly prohibited to dispose of any such waste on any Out Lot.

17. **LIABILITY.**

Neither the Developer, the General Partner, nor the Architectural Control Committee make any warranties representing the water quality or content on the Pond.

Each Lot Owner or guest or invitees of any Lot Owner shall use the Pond at their own risk, the same being considered a recreational facility subject to the recreational immunity provisions of the Wisconsin Statutes.

18. **ASSOCIATION.**

In addition to the restrictions and provisions herein contained, each Lot Owner shall be entitled to, and shall be required to, become a member of the Association and abide by the rules and regulations adopted pursuant to the Association, except that no such rule or regulation shall materially affect the use or enjoyment of those Lot Owners which abut the Pond or which adversely affect the function of the Drainage Facility.

19. **CLOTHESLINES.**

Clotheslines are permitted, but the Architectural Control Committee reserve the right to require that they be concealed by hedges, lattice work, or other screening. Any such clothes lines or drying devices shall be retractable or portable and must be placed out of site when not in use.

20. **POOLS AND SPAS**

No above ground swimming pools shall be allowed on any of the Lots. Jacuzzis or hot tubs located on or below the surface of a deck are permitted. In-ground pools are not permitted. Portable blow-up type children's pools less than eight (8) feet in diameter are permitted if not left outside for a period longer than two (2) weeks.

21. **GARBAGE AND RECYCLABLES.**

Garbage which is or is not recyclable shall be kept in properly covered containers or inside sealed bags and not stored outside except during period of pickup by a waste disposal agency. Garbage and recyclables shall not be placed on the curb more than twenty-four (24) hours prior to designated pick up time and any empty garbage or refuse containers shall be removed from the curb within twenty-four (24) hours of such pick up.

22. **UNDERGROUND UTILITIES.**

All utilities or related services, including gas, electrical, telephone, cable television, and other utility lines or cables servicing the Lots shall be underground and those easements which

are provided per the Plat of the Subdivision or which may have been granted by the Developer and recorded.

Easements shall be graded within six (6) inches of the grade specified by the utility or related company installing such services and thereafter the grade shall not be altered by more than six (6) inches plus or minus without the written consent of the party installing such facilities. During periods of construction, fill piles or mounds of dirt shall not be permitted within the easement areas.

23. **ADDITIONAL EASEMENTS.**

Easements for installation and maintenance of the Drainage Facility, in addition to the utilities, are reserved over the areas either shown on the Plat or as part of the Drainage Facility. These easements, if not shown on the Plat, shall be as shown on the plans and specifications defined in the Drainage Facility. No structure, planting or other materials shall be permitted to remain in an easement area which would damage or interfere with any of the utilities or change the direction or flow or retard the flow of any portion of the Drainage Facility. Any easement area shall continuously maintained by the Owner of each Lot. The Owner of each Lot shall comply with all drainage plans in the Drainage Facility which has been approved by the City of Fond du Lac as Governing Authority.

24. **ANTENNAS, SATELLITE DISHES AND OTHER EQUIPMENT.**

No ham radio antennas, radio towers, or other similar equipment shall be permitted on any Single Family Residential Lot or Duplex Lot. Television antennas are not prohibited, but shall be subject to the approval of the Architectural Control Committee as to style and location as set froth below. No satellite television receiving dish shall be located on any residential Duplex Lot which exceeds two (2) feet in diameter and then shall not be visible from the street. No other mechanical or electrical equipment or apparatus which is larger than two (2) feet in height or two (2) feet in width may be installed, operated or stored within outside view on any Lot.

Notwithstanding the above, all such facilities shall be subject to the written approval of the Architectural Control Committee before installation.

25. **SIGNAGE.**

No signs shall be displayed within public view with the exception of the following:

a. Signs of the Developer or its representatives advertising sale of Lots, whether improved or unimproved;

b. Signs of a builder which advertise newly constructed dwellings for sale;

c. Signs used for the Parade of Homes or similar purposes provided they shall be of short duration;

d. One (1) sign of not more than eight (8) square feet used by the Owner of a Lot or a realtor to advertise the Lot and improvements for rent or sale; or

e. Temporary signs not exceeding four (4) square feet advertising such things as garage sales, rummage sales, or household sales provided that they shall not be displayed for more than forty-eight (48) hours before any such sale and shall be removed within twelve (12) hours thereafter.

Notwithstanding the exceptions to signage, the Architectural Control Committee reserves the right to approve the color and copy contained on any such signs.

26. **ALTERNATIVE ENERGY DEVICES.**

Unless expressly approved by the Architectural Control Committee in writing, no alternative energy devices, such as solar panels or sun collecting devices (other than passive solar), windmills, or vertical turbines, shall be allowed on any Lot. Energy Now or gas-powered back up power is allowed subject to approval of the Architectural Control Committee. Geothermal use of the Pond shall be permitted by Owners of residences, Duplexes, or Condominiums surrounding the Pond. An easement is hereby granted in perpetuity for the benefit of such Owners but subject to the condition that the Architectural Control Committee shall approve in writing any such geothermal applications prior to their installation.

27. **NUISANCES.**

No noxious or offensive activity shall be carried on upon any of the Lots, nor shall anything be done which may become an annoyance or nuisance within the Subdivision. The presence of Commercial or Multi-Family dwellings shall not, in and of itself, create a nuisance.

28. **FIRE PITS.**

Lot Owners will be allowed to install exterior fire pits provided they must conform and be installed in a manner which is in compliance with all applicable laws, codes, and ordinances. By way of example, they must be constructed with a minimum three (3) foot border of concrete or masonry construction and be in the rear yard of any Lot. Provided, however, the Architectural Control Committee shall have the authority to make reasonable additional rules and regulations concerning the location and appearance of such fire pits. Any permission granted herein shall, however, be subject to restrictions of the Governing Authority or any other parties authorized to impose land use restrictions.

29. **VEHICLE RESTRICTIONS.**

No inoperable, partially dismantled, wrecked, junk, discarded or unlicensed motor vehicle shall be allowed to remain on any of the Lots outside of a garage for a period of longer than seven (7) days.

No commercial vehicles, other than a pick up truck having a load capacity of less than one ton or a standard sized van, may be parked on any residential lot or on the public streets located within the Subdivision other than those vehicles which are making infrequent trade deliveries. It is specifically the intent of this restriction, by way of example, to prohibit the presence of cargo vans, box trucks, semi-tractors, dump trucks, or other large commercial vehicles which presence detracts from the residential nature of the residential lots located within the Subdivision.

30. **OUTSIDE STORAGE OF CERTAIN ITEMS PROHIBITED.**

No construction equipment, mobile home, motor home, camper, removable camper top, trailer, fishing shanty, boat or snowmobile on or off a trailer, or other item of similar nature shall be permitted on any Residential Lot for more than two (2) weeks unless kept in a garage and completely enclosed from view except when the garage door is open for access shall be allowed. For the benefit of the Subdivision, it is agreed any long term storage or exposure of such personal property is not in the best interest of those owning residential lots.

Piers anchored to the Pond bottom are not allowed. Floating piers anchored or attached to a Lot which adjoins the Pond shall be permitted provided they are removed by November 1 and these shall be also subject to rules or regulations contained in the Out Lot Maintenance and Use Agreement.

31. **TERM, AMENDMENT, ENFORCEABILITY AND SEVERABILITY.**

The Restrictive Covenants shall be deemed covenants which run with the land in perpetuity provided that:

They may be amended by a document signed by eighty percent (80%) of the then Owners of all Lots located in the Subdivision with the exception of Lots 1, 2, 3, and 40 and by not less than fifty percent (50%) of the Owners other than the Developer. Any mortgage holder or lien holder shall not be required to sign or consent to such amendment. Such amendment shall designate a representative of the Architectural Control Committee to record an Affidavit stating the requisite number of votes have been obtained and specifying the amendments to these Restrictive Covenants.

The Architectural Control Committee or any Owner of any Lot other than Lots 1 and 2 shall be entitled to enforce the terms of these Restrictive Covenants in any manner provided by law including injunction. Such enforcement may, at the option of the Architectural Control Committee, be undertaken by the Architectural Control Committee.

In the event any provision contained in these Restrictive Covenants shall be deemed invalid or unenforceable, the same shall be deemed deleted and the remaining provisions shall remain enforceable.

In the event of an action by any Lot Owner or by the Architectural Control Committee to enforce these Restrictive Covenants, then all costs associated therewith, including a reasonable attorneys fee, shall be paid by the non-prevailing party or parties.

32. **BINDING EFFECT.**

These Restrictive Covenants shall be binding upon the parties, their heirs, successors and assigns. As used herein, the term "Purchaser" will mean those acquiring Lots form the Owner as well as parties who may thereafter purchase or have an interest in the Lots.

33. **PARAGRAPH TITLES.**

Paragraph titles are provided for convenience only and shall not be construed as expanding or limiting the provisions of the Restrictive Covenants.

34. **DEVELOPER EASEMENTS.**

In addition to the easements shown on the recorded Plat of the Subdivision, the Developer reserves the right to grant additional easements prior to sale of Lots in furtherance of the development of the Subdivision. This may include, but not be limited to, a public sanitary sewer main easement affecting Lot 8 and Out Lot 1 and Out Lot 2. However, following sale by the Developer to a subsequent owner, the Developer's right to grant such easements shall be terminated.

DATED this 12th day of September, 2005.

WILDLIFE ACRES LIMITED PARTNERSHIP
By: RONMARK LAND CO., General Partner

By _____
Mark A. Weber, President

Attest: _____
Ronald Widell, Secretary

STATE OF WISCONSIN)
) ss.
FOND DU LACCOUNTY)

Personally came before me this 12th day of September, 2005, the above named, Mark A. Weber and Ronald Widell, known to me to be the persons who executed the foregoing instrument, acknowledged the same, and is authorized to sign on behalf of said entity.

_____
Robert V. Edgarton
Notary Public, State of Wisconsin
My Commission is Permanent.

THIS INSTRUMENT DRAFTED BY:

ROBERT V. EDGARTON (#1011146)
ATTORNEY AT LAW

EXHIBIT "A"

DEFINITIONS

Wildlife Acres Subdivision

"Developer" will mean Wildlife Acres Limited Partnership

"***General Partner"***: will mean RonMark Land Co., the general partner of the Developer.

"***Owner***" will mean any party, including the Developer, holding title to any of the Lots within the Subdivision, together with any other party taking any interest therein whether by conveyance or otherwise by virtue of said Owner.

"***Subdivision***" will mean that subdivision under applicable laws which has created a mixed-use development known as Wildlife Acres Subdivision and will also mean a small parcel intended as a "vision triangle" which was acquired by the Developer and defined as the Certified Survey Map below.

"***Plat***" will mean the plat by which the Subdivision was created and is identified. A reduced copy of the same being attached hereto as Exhibit "A".

"***Lots***" will mean those subdivided parcels of real estate located within the Subdivision other than Out Lots.

"***Certified Survey Map Lot***" will mean that parcel of real estate not located within the Subdivision, but contiguous thereto, identified as Out Lot 1 being located generally on the northeasterly corner of Lot 2 and more particularly described in Certified Survey Map #6894 recorded in Volume 48 of Certified Survey Maps, pages 91 and 91A.

"***Out Lots***" will mean those subdivided portions of the Subdivision other than Lots numbered Out Lot 1, Out Lot 2, and Out Lot 3. (Please Note: The Certified Survey Map Lot defined in the preceding paragraph is not defined as an Out Lot for the reason that it is not located within the Subdivision.)

"***Pond Lots***" will mean Lots 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, and 23 of the Subdivision and as are identified on the Plat. These are single family residential lots.

"***Off Pond Lot Owners***" will mean the owners of those single family residential lots within the Subdivision as shown on the Plat being specifically Lots 24, 25, 26, 27, 36, 37, 38, 39, 41, 42, 43 and 44.

"***Duplex Owners***" will mean the owners of those lots which will be zoned in a manner which will allow construction of duplexes which may or may not be converted to condominiums and these being specifically Lots 4, 5, 6, 7, 8, 28, 29, 30, 31, 32, 33, 34, and 35 as shown on the Plat.

"***Pond Condominium Lots***" will mean the owners of Lots 9 and 18 of the Subdivision as shown on the Plat. These Lots will be reserved for condominium purposes.

"***Multi-Family Parcels***" will mean Lots 3 and 40 which are planned for multi-family development. The Developer reserves the right to subdivide Lot 40 provided that approval of the Association is obtained in the manner provided in its Bylaws and provided that any such subdivided lots shall be governed by the Restrictive Covenants recorded to control development of the Subdivision.

"***Commercially-Zoned Parcels***" will mean Lots 1 and 2 of the Subdivision as shown on the Plat. In addition, the Certified Survey Map Lot defined above shall be considered a part of Lot 2 and shall be conveyed by the Developer or all successors together with Lot 2 or if Lot 2 is subdivided in any manner with a portion of Lot 2 as though it had been a part of Wildlife Acres. The Developer or successor reserves the right to develop these parcels in a condominium format and reserves the right to subdivide these parcels provided that the approval of the Association is obtained in the manner provided in the Bylaws and provided that the Restrictive Covenants shall continue to apply to any parcel so created.

"***Pond***" will mean that portion of the Drainage Facility located upon Out Lot 2 and is known as Lili's Pond which is an amenity to be used in conformance with the Out Lot Maintenance and Use Agreement and Restrictive Covenants and is part of the Drainage Facility as hereinafter defined.

"***Out Lot 1***" will mean that Out Lot within the Subdivision so identified on the Plat. which will be used as a walking trail and an access to Out Lot 2 for those individuals, and subject to those restrictions affecting the use thereof. Out Lot 1 lies east of Lot 8.

"***Out Lot 2***" will mean that portion of the Subdivision so identified on the Plat and consists of an access to and from the Pond, as well as the Pond and accompanying elements of the Drainage Facility.

"***Out Lot 3***" will mean that portion of the Subdivision so designated which will be used for a walking trail. Out Lot 3 lies north of Lots 31, 32 and 40.

"***Out Lots***" may be used on occasion for convenience to refer to Out Lot 1, Out Lot 2, and Out Lot 3.

"***Out Lot Maintenance and Use Agreement***" will mean that recorded document which will control the use of the Out Lots and responsibility for maintenance of the Drainage Facility.

"***Association***" will mean the non-profit, non-stock corporation formed under Chapter 181 of the Wisconsin Statutes known as "Wildlife Acres Owners' Association, Inc. By virtue of the Out Lot Maintenance and Use Agreement, all lot owners will be entitled to become members and be required to become members of the Association.

"***Drainage Facility***" will collectively mean those elements or features located within the Subdivision which are set forth in documents filed with the City of Fond du Lac in connection with approval of the Plat of the Subdivision. These documents have been prepared on behalf of the Developer by MSA Professional Services, Inc. ("MSA") and are referred to by MSA as Project No. 191943 and which consist, among other things, of the Drainage and Landscaping Plan for the Subdivision, the provisions for the Pond and for Storm Water Management, and other mechanical systems which are associated with the Drainage Facility including a well, aerator, and outflow structures. A more detailed description of the Drainage Facility can be obtained by referring to said MSA plans and documents filed with the City of Fond du Lac.

"***Amenities***" will mean structures or features which may be added by the Developer, at Developer's option, within the Out Lots for the benefit of those owners or guests and invitees of owners with the exception of the Commercially-Zoned Parcels. Examples of Amenities which may be provided by the Developer are benches and a gazebo.

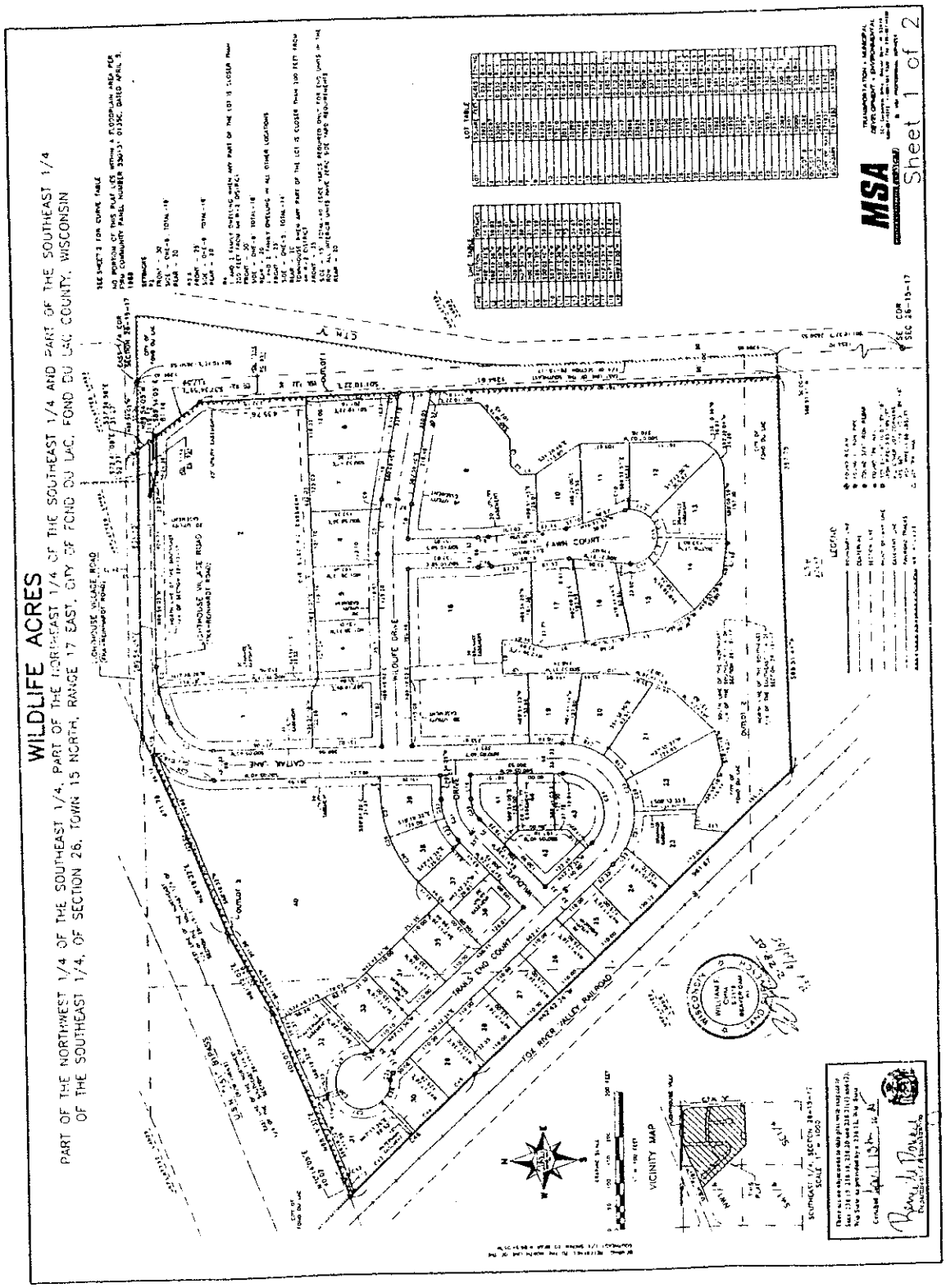
"***Restrictive Covenants***" will mean that document which is recorded and affects the development of the Subdivision in the manner stated therein.

"***Governing Authority***" will mean the City of Fond du Lac or any other political subdivision of the State of Wisconsin or designee thereof having the legal authority to govern management and control of the Storm Water Management Facility and use of the Out Lots in the event the Association shall not perform these obligations in accord with the plans for the Drainage Facility and/or in the event the use of the Out Lots or maintenance of the Out Lots is not in conformance with applicable laws, codes, and ordinances.

"***Subdivision Identification Sign***" will mean that sign which will be installed by the Developer at or near the entrance to the Subdivision identifying the Subdivision and which will be placed within the right of way subject to the benefits and burdens set forth in a certain document entitled "Revocable Occupancy Permit" recorded as Document No. 847163 on May 20, 2005 at the office of the Register of Deed in and for Fond du Lac County, Wisconsin. All terms are incorporated by reference. This identification sign shall, upon installation, become the property of the Association to be maintained by it in the same case as the Amenities.

"***Lighted Commercial Sign***" will mean that lighted commercial sign which may be installed in the right of way adjacent to the Subdivision pursuant to the Revocable Occupancy Permit and subject to other terms and conditions contained therein, the same being recorded May 20, 2005 as Document No. 847163 in the office of the Register of Deeds in and for Fond du Lac County, Wisconsin.

Exhibit "A1"


WILDLIFE ACRES
PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 26, TOWN 15 NORTH, RANGE 17 EAST, CITY OF FOND DU LAC, FOND DU LAC COUNTY, WISCONSIN
MSA
Sheet 1 of 2
LAWN COURT
WILDLIFE DRIVE
FAWN END COURT
FOX RIVER VALLEY RAILROAD
VICINITY MAP

WILDLIFE ACRES

PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 26, TOWN 15 NORTH, RANGE 17 EAST, CITY OF FOND DU LAC, FOND DU LAC COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, William F. Ohm, Registered Land Surveyor of the State of Wisconsin, hereby certify that I surveyed, divided and mapped Wildlife Acres, in the City of Fond du Lac, County of Fond du Lac, and State of Wisconsin.

That I have made such survey, land division and plat by the direction of Mark Weber, agent for owner, Wildlife Acres Limited Partnership, owner of said land.

Lands being part of the Northwest 1/4 of the Southeast 1/4, part of the Northeast 1/4 of the Southeast 1/4 and part of the Southeast 1/4 of the Southeast 1/4, all in Section 26, Town 15 North, Range 17 East, City of Fond du Lac, Fond du Lac County, Wisconsin. This parcel being more particularly described as follows:

COMMENCING at the East 1/4 corner of said Section 26; thence along the north line of said Northeast 1/4 of the Southeast 1/4, N88°54'05"W, 1350.03 feet to the Northeast corner of lands deeded for right-of-way of Lighthouse Drive/Road formerly known as Rainbarrel Road in Volume 732 of Records on Page 851 in the Fond du Lac County Register of Deeds Office, said point being the POINT OF REAL BEGINNING of lands to be described; thence, along said right-of-way of Lighthouse Drive/Road shown as Rainbarrel Road as described in Volume 732, Page 851, S37°34'58"E, 31.27 feet to the Northeast corner of lands deeded for right-of-way of Lighthouse Village Road formerly known as Rainbarrel Road in Volume 1114 of Records on Page 851 in said Register of Deeds; thence, along the north line of said Volume 1114, Page 851, N88°54'05"W, 119.93 feet to the northeast corner of said Volume 1114, Page 851; thence, along the Southeasterly line of Volume 1114, Page 851, S72°41'08"E, 92.21 feet to the South right-of-way of Lighthouse Village Road formerly known as Rainbarrel Road as described in said Volume 1114, Page 851; thence, along said South right-of-way, S66°34'05"E, 81.14 feet to the westerly right-of-way of CTH "V" as recorded in said Volume 732, Page 851; thence, along said westerly right-of-way as recorded in Volume 732, Page 851, S37°34'58"E, 117.58 feet to the west right-of-way of CTH "V" as recorded in said Volume 1114, Page 851; thence, along said West right-of-way as recorded in Volume 1114, Page 851, S01°10'22"E, 1284.61 feet to the northline of Certified Survey Map No. 3817 as recorded in Volume 20 of Certified Surveys on Page 38 in said Register of Deeds; thence, along the North line of said Certified Survey Map No. 3817, S89°51'41"W, 897.75 feet to the northeasterly right-of-way of Fox Road/Valley Revised; thence along said right-of-way, N42°42'34"W, 381.87 feet to a longarc curve to the left having a radius of 11500.19 feet and a chord which bears N42°38'44"W, a chord distance of 382.76 feet; thence, along the arc of said curve, 382.77 feet and through a central angle of 01°54'20" to the Southeasterly right-of-way of USH "151" Bypass; thence, along said right-of-way of USH "151" Bypass the following courses:

1) N73°11'05"E, 60.02 feet;
2) N68°18'32"E, 400.21 feet;
3) thence, N81°12'02"E, 201.36 feet;
4) thence, N86°18'32"E, 673.76 feet to the intersection of said right-of-way with the North line of the Southeast 1/4 of said Section 26; thence, along said North line, S89°54'05"E, 831.10 feet to said Northwest corner of lands deeded in Volume 732, Page 851 as right-of-way for Rainbarrel Road and the POINT OF REAL BEGINNING.

Said parcel contains 1,816,278 square feet or 41.690 acres, more or less.
Bearings referenced to the North line of the Southeast 1/4 shown to bear N89°54'05"E.

I further certify that this plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the City of Fond du Lac in surveying, dividing and mapping the same.

Dated this 23th day of February, 2005.
REVISED THIS 15TH DAY OF APRIL, 2005

William F. Ohm, Registered Land Surveyor S-2578
MSA Professional Services
201 Corporate Drive
Beaver Dam, Wisconsin 53916

WISCONSIN WILLIAM F. OHM S-2578 BEAVER DAM WI LAND SURVEYOR

CURVE TABLE

CURVE	DELTA	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH	TANGENT
C1	12°58'49"	N74°45'55"E	1500.00	339.65	338.91	N81°16'20"E
C2	08°11'51"	N83°37'08"E	1500.00	214.61	214.43	N79°31'13"E
C3	21°10'27"	N78°17'47"E	200.00	73.90	73.50	S89°53'00"E
C4	33°12'51"	N26°11'34"E	100.00	57.98	57.18	N42°47'59"E
C5	09°10'11"	S88°29'49"E	583.00	93.32	93.23	N83°34'05"E
C6	01°49'51"	S87°39'49"E	583.00	37.31	37.30	N88°34'05"E
C7	13°04'18"	S82°06'49"E	583.00	132.98	132.71	S89°38'58"E
C8	10°11'17"	N83°11'07"E	617.00	109.69	109.55	S89°16'16"E
C9	21°45'19"	N73°21'18"E	617.00	234.27	232.88	S89°09'26"E
C10	04°28'44"	S81°39'43"E	45.00	35.17	35.01	N83°03'55"E
C11	90°00'00"	S44°54'05"E	20.00	31.42	28.28	S89°54'05"E
C12	19°31'51"	S35°53'09"E	20.00	6.82	6.79	S45°53'04"E
C13	44°53'39"	N64°48'57"E	50.00	39.18	38.18	N42°21'48"E
C14	19°28'55"	N26°48'57"E	50.00	16.99	16.91	N36°33'25"E
C15	08°12'39"	S87°48'05"W	583.00	83.56	83.49	S83°41'45"W
C16	13°04'18"	S82°06'49"W	583.00	132.98	132.71	S89°38'58"W
C17	10°11'17"	S83°11'07"W	617.00	109.69	109.55	S89°16'16"W
C18	21°45'19"	S73°21'18"W	617.00	234.27	232.88	S89°09'26"W
C19	17°02'31"	S75°23'49"W	583.00	173.39	172.76	S83°54'55"W
C20	10°12'19"	N73°34'39"W	583.00	103.87	103.73	S78°40'49"W
C21	10°12'19"	N63°22'20"W	583.00	103.87	103.73	S68°28'30"W
C22	11°37'56"	N52°39'49"W	583.00	118.34	118.15	S57°58'47"W
C23	11°37'56"	S64°17'45"W	155.53	31.57	31.51	S58°28'47"W
C24	11°37'56"	S52°39'49"W	155.53	31.57	31.51	S46°49'51"W
C25	44°53'39"	S64°48'57"W	50.00	39.18	38.18	S42°21'48"W
C26	19°28'55"	S26°48'57"W	50.00	16.99	16.91	S36°33'25"W
C27	11°37'56"	S64°17'45"W	155.53	31.57	31.51	S58°28'47"W
C28	11°37'56"	S52°39'49"W	155.53	31.57	31.51	S46°49'51"W
C29	11°37'56"	S40°41'53"W	155.53	31.57	31.51	S35°10'55"W
C30	11°37'56"	S28°43'57"W	155.53	31.57	31.51	S23°31'59"W
C31	11°37'56"	S16°46'01"W	155.53	31.57	31.51	S11°53'03"W
C32	11°37'56"	S04°48'05"W	155.53	31.57	31.51	S00°14'07"E
C33	11°37'56"	S07°09'51"E	155.53	31.57	31.51	S19°01'47"E
C34	11°37'56"	S18°57'47"E	155.53	31.57	31.51	S30°49'43"E
C35	11°37'56"	S30°45'43"E	155.53	31.57	31.51	S42°37'39"E
C36	11°37'56"	S42°33'39"E	155.53	31.57	31.51	S54°25'35"E
C37	11°37'56"	S54°21'35"E	155.53	31.57	31.51	S66°13'31"E
C38	11°37'56"	S66°09'31"E	155.53	31.57	31.51	S78°01'27"E
C39	11°37'56"	S77°57'27"E	155.53	31.57	31.51	S89°49'23"E
C40	11°37'56"	N89°45'23"E	155.53	31.57	31.51	N78°22'41"E
C41	11°37'56"	N78°07'45"E	155.53	31.57	31.51	N66°34'45"E
C42	11°37'56"	N66°15'49"E	155.53	31.57	31.51	N54°46'49"E
C43	11°37'56"	N54°23'53"E	155.53	31.57	31.51	N42°58'53"E
C44	11°37'56"	N42°31'57"E	155.53	31.57	31.51	N31°10'57"E
C45	11°37'56"	N30°40'01"E	155.53	31.57	31.51	N19°23'01"E
C46	11°37'56"	N18°48'05"E	155.53	31.57	31.51	N07°35'05"E
C47	11°37'56"	N06°56'09"E	155.53	31.57	31.51	N04°12'47"W
C48	11°37'56"	N18°48'05"E	155.53	31.57	31.51	N16°00'43"W
C49	11°37'56"	N30°40'01"E	155.53	31.57	31.51	N27°48'39"W
C50	11°37'56"	N42°31'57"E	155.53	31.57	31.51	N39°36'35"W
C51	11°37'56"	N54°23'53"E	155.53	31.57	31.51	N51°24'31"W
C52	11°37'56"	N66°15'49"E	155.53	31.57	31.51	N63°12'27"W
C53	11°37'56"	N78°07'45"E	155.53	31.57	31.51	N75°00'23"W
C54	11°37'56"	N89°45'23"E	155.53	31.57	31.51	N86°48'19"W
C55	11°37'56"	S78°22'41"E	155.53	31.57	31.51	S81°23'45"E
C56	11°37'56"	S66°34'45"E	155.53	31.57	31.51	S69°35'49"E
C57	11°37'56"	S54°46'49"E	155.53	31.57	31.51	S57°47'53"E
C58	11°37'56"	S42°58'53"E	155.53	31.57	31.51	S45°59'57"E
C59	11°37'56"	S31°10'57"E	155.53	31.57	31.51	S34°12'01"E
C60	11°37'56"	S19°23'01"E	155.53	31.57	31.51	S22°24'05"E
C61	11°37'56"	S07°35'05"E	155.53	31.57	31.51	S10°36'09"E
C62	90°00'00"	S44°54'05"E	1500.00	2356.19	2121.32	S89°54'05"E
C63	20°34'19"	S34°36'56"E	1150.00	412.91	410.71	S24°19'46"E
C64	20°34'19"	S13°57'23"E	1150.00	412.91	410.71	S03°42'36"E
C65	20°34'19"	S06°48'50"W	1150.00	412.91	410.71	S17°05'26"W
C66	01°41'43"	S17°31'48"W	1150.00	34.05	34.05	S16°40'56"W

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

Wildlife Acres Limited Partnership, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that it has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Wildlife Acres Limited Partnership does further certify that this plat is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection:

WISCONSIN DEPARTMENT OF ADMINISTRATION
CITY OF FOND DU LAC
FOND DU LAC COUNTY PLANNING
DEPARTMENT OF TRANSPORTATION

In witness whereof, the said Wildlife Acres Limited Partnership has caused these presents to be signed by Mark Weber, its agent, and Sandra Lee, its secretary, and its corporate seal to be hereunto affixed on this 22nd day of March, 2005.

In the presence of:

Wildlife Acres Limited Partnership

Mark Weber, Agent
Wildlife Acres Limited Partnership

Sandra Lee, Secretary
Wildlife Acres Limited Partnership

STATE OF WISCONSIN)
FOND DU LAC COUNTY) ss

Personally came before me this 22nd day of March, 2005 Mark Weber and Sandra Lee to me known to be the persons who executed the foregoing instrument and to me known to be such Agent and Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public, State of Wisconsin
My commission expires Indefinite

CERTIFICATE OF CITY TREASURER

STATE OF WISCONSIN)
FOND DU LAC COUNTY) ss

I, Hal Hartman, being duly elected, qualified and acting City Treasurer of the City of Fond du Lac, do hereby certify that in accordance with the records in my office there are no unpaid taxes or unpaid special assessments as of March 29, 2005 on any of the land included in the plat of Wildlife Acres.

April 28, 2005
Date

Hal Hartman, Director of Administration

CERTIFICATE OF COUNTY TREASURER

STATE OF WISCONSIN)
FOND DU LAC COUNTY) ss

I, Aileen Dann, being the duly elected, qualified and acting Treasurer of the County of Fond du Lac, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of March 29, 2005 date affecting the lands included in the plat of Wildlife Acres.

4-28-05
Date

Aileen Dann, County Treasurer

CITY OF FOND DU LAC PLAN COMMISSION CERTIFICATE

STATE OF WISCONSIN)
FOND DU LAC COUNTY) ss

APPROVED this 17th day of May, 2005
by the City of Fond du Lac Plan Commission.

Mark Lentz, Chairman

Teresa Hoffman, Recording Secretary

COMMON COUNCIL RESOLUTION

Resolved that the plat of Wildlife Acres in the City of Fond du Lac, Wisconsin, Wildlife Acres Limited Partnership, owner be and the same is hereby approved by the Common Council.

Lowell Kirsch, President - Council

I hereby certify that the foregoing is a true copy of a resolution duly adopted by the Common Council of the City of Fond du Lac, Wisconsin, on the 24th day of August, 2005.

Theresa Hoffman, City Clerk

Utility Easement Provisions

An easement for electric and communications is hereby granted by Wildlife Acres Limited Partnership, Mark Weber, agent for owner, Grantors, to SBC Ameritech Communications and Alliant Utilities, Grantees their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy for such purposes as the same is now or may hereafter be used and for sounds and signals, in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each of the platted lots and to place engagements thereon, all as shown on this plat, with the right to trim or cut down trees, brush and roots as be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or aerial ground facilities, nor to any vegetation or to any trees, brush or roots which may be in any way disturbed in the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the said marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without the written consent of grantees. The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Dated April 13th, 2005

Department of Administration

REGISTER OF DEEDS

RECEIVED FOR RECORDING THIS _____ DAY OF _____, 2005,
AT _____ M. AND RECORDED IN VOLUME _____ OF PLATS
ON PAGE _____ AS DOCUMENT NUMBER _____

_____
Patricia Arnold-Register of Deeds Fond Du Lac County, Wisconsin

MSA PROFESSIONAL SERVICES
TRANSPORTATION • MUNICIPAL
DEVELOPMENT • ENVIRONMENTAL

Sheet 2 of 2