592142

DJ LAND COMPANY

TO

THE PUBLIC

PROTECTIVE COVENANTS

THE MEADOWLANDS VILLAGE

THIS INDENTURE, made this 30th day of April, 1996, by DJ Land Company, having title to a tract of real estate designated and platted as Meadowlands Village.

WHEREAS, the owner of the lands hereinafter described is desirous of imposing restrictive covenants thereon to insure an orderly and harmonious development thereof by protecting said property through the recording of covenants.

IT IS THEREFORE AGREED, that each sale and subsequent use of the following lots shall be subject to the following covenants and restrictions which shall run with the land:

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the owner thereof hereinabove named does hereby impose and charge the following described property with the covenants, agreements and restrictions hereinafter set out, lying and being situated in the City of Fond du Lac, County of Fond du Lac, State of Wisconsin, to-wit:

Lots 1 through 138 inclusive, Lots 162, 164, 166, 168, 169, and 312, Meadowlands Village, City of Fond du Lac, Fond du Lac County, Wisconsin.

ARCHITECTURAL CONTROL. No building or structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan of the lot showing the location of all such structures or improvements and the initial landscape plan shall have been approved in writing by the Architectural Control Committee.

In making its determination, the Architectural Control Committee shall 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, finish grade elevations, the intended landscaping and any other reasonable considerations which the Control Committee shall deem relevant.

It is intended that the Architectural Control Committee will have authority to review such plans and specifications, and this authority is in excess and in addition to applicable building codes and/or ordinances.

Prior to commencement of construction of any structure on any lot, one copy of the plans, specifications and initial landscape plan showing the proposed locations of the building, shall be submitted to the Architectural Control Committee.

After submission of the above required information, the Architectural Control Committee shall have fifteen (15) days within which to notify the owner of acceptance, rejection, or conditional acceptance of the proposed improvements to the subject premises. Acceptance must be by the majority of the Control Committee. Acceptance shall be limited to the plans, specifications and other information actually submitted. There shall be no substantial or consequential variation by the owner unless written approvals for such variation are obtained from the Control Committee.

The Architectural Control Committee's approval or disapproval shall be in writing in a document which can be recorded and signed by one member of the Committee. The Committee shall retain one copy of all approved plans and specifications until construction of the dwelling is completed.

If requested to do so, the Control Committee will review plans of a prospective purchaser of a lot and render a decision prior to closing in accord with these procedures. In the event such plans and specifications are approved or conditionally approved, the prospective purchaser shall be entitled to thereafter rely on such approval.

ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee is composed of three (3) active employees or officers of DJ Land Company. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. A majority of the Committee may designate a representative to act for it.

At any time after more than 75% of the lots have been sold, the owners of 50% or more of the described lots may call a meeting for the purpose of electing members of the Architectural Control Committee. Written notice of such meeting shall be mailed to all owners not less than five (5) days prior to the meeting. At such meeting any property owner may be proposed for membership on the Control Committee and on majority vote shall be elected to the Control Committee until three (3) have been elected. Property owners may have one vote per lot. At such meeting one or all of the Control Committee may be replaced.

Any vacancy shall be filled by appointment of a successor by the remaining (2) members. Such successor shall serve until replaced by election as provided above.

1. RESIDENTIAL USE. The property shall be used for single family residential purpose and multi-family lots as specifically stated below:

2. BUILDING SIZE. The following are additional covenants and restrictions which may not be waived by the Architectural Control Committee, and shall not be amended, except as provided in Paragraph 31 following:

(a) Single-Story Dwellings shall have no less than 1150 square feet. Multi-Story Dwellings shall have no less than 1600 square feet, and Two-Story Dwellings shall have no less than 1600 square feet.

(b) The basement shall not be included in determining the amount of square footage. Normal closets and hallways shall be included. The Control Committee, at its option, may or may not include lower levels of multi-level homes. The Control Committee, at its option, may consider and allow exceptions to square footage requirements for dwellings with tuck-under garages.

(c) The garage and open porches shall not be included in determining the amount of square footage.

(d) This applies to:
R-2 zoned lots, being:
Lots 12-112 inclusive
Lots 117-138 inclusive
Lot 312

R-3.5 zoned lots, being:
Lot 11
Lots 113-116 inclusive
Lots 162

R-4.0 zoned lots, being:
Lots 1-10 inclusive
Lots 164, 166, 168, 169

Lots zoned R-3.5 and R-4.0 shall be controlled and conform with the City of Fond du Lac's zoning codes and City of Fond du Lac's site plan review, but are subject to approval by the Architectural Control Committee as herein established. Dwelling square foot requirements listed for single family dwellings do not apply to R-3.5 and R-4.0 zoned lots but are subject to the approval of the Control Committee.

3. GARAGES. The plans for any dwelling in the R-2 zoning shall include the construction of a two car or more attached garage to be completed before occupancy of home. This requirement may be waived for compelling construction reasons by the Control Committee. Construction of any additional attached garage shall first be approved in writing by the Control Committee.

4. BUILDING CONSTRUCTION. Structures shall have a roof pitch of no less than 5/12 pitch.

5. EXTERIOR OF BUILDINGS. Within one (1) year of construction the exterior of all buildings with natural wood shall be stained or painted. There shall be no natural weathering of siding on the exterior of any building.

6. BUILDING COMPLETION. Within one (1) year after commencement of construction of any dwelling the exterior of the dwelling shall be completed according to the plans and specifications.

7. TEMPORARY DWELLINGS. No person shall live in any basement unless the exterior of the dwelling above the ground has been completed in accordance with the plans and specifications for said dwelling; no structure of a temporary character, tent, garage or other outbuilding shall be used as a residence, either temporarily or permanently; no house trailer or travel trailer shall be parked outside any lot at any time, except a trailer used by a Real Estate Broker in connection with the sale of said lots or a construction trailer used by contractors during construction only.

8. NUMBER OF BUILDINGS. No building shall be located on a lot except a dwelling with attached garage (minimum two car); providing, however the Architectural Control Committee shall have the right to authorize another building, outbuildings, garden sheds in its sole discretion, with such restrictions, conditions and limitations as it may deem appropriate.

9. BUILDING LOCATION. The building setback line, measured from the street right of way, shall be 30 feet, unless a variance is approved in writing from the Architectural Control Committee.

10. ON-SITE CONSTRUCTION. No structures of any kind shall be moved onto any lot without approval in writing of the Architectural Control Committee.

11. EXCESS EXCAVATION DIRT. All excess dirt from any excavation, or otherwise, shall at the option of the developer be deposited on lots in the subdivision, at a site designated by the developer at no expense to the developer, or shall be removed from the subdivision by the homeowner.

12. DRIVEWAYS AND SIDEWALKS. Within one (1) year after completion of construction of the dwelling, sidewalks (if required by city code) and concrete driveways shall be completed.

13. LAWN AND TREES. Within one (1) year after completion of construction of the dwelling, the following shall be completed:

(a) The lawn shall be sodded or seeded and thereafter maintained as a mowed lawn.

(b) Trees shall be planted so that there will be at least two (2) shade trees in addition to city requirement for trees on terraces on each lot. Trees shall be a minimum of one (1) inch in diameter. If any of the required trees dies, it shall be promptly replaced.

14. BERM. The Developer will be responsible for constructing a berm on the properties adjoining Rienzi Road. The Developer will be responsible for the initial landscaping. The homeowners will be responsible for continuing upkeep and plant replacement. If any of the berm landscaping dies, it shall be promptly replaced by the homeowner. Any plantings may not exceed a height of 10 feet at maturity. Any changes to the initial landscape plan shall first be approved in writing by the Architectural Control Committee.

15. ANTENNAS AND SATELLITE DISHES. No antennas or satellite dishes (antennas usually in the shape of dishes) shall be located on any lot excepting only if approved by the Architectural Control Committee with such restrictions, conditions and limitations as it may deem appropriate. This shall also include any type of communication or Ham radio antennas or towers.

16. SOLAR PANELS AND EQUIPMENT. No solar panels or equipment are allowed.

17. SWIMMING POOLS, FENCES AND WASHLINES. No swimming pools, fences or washlines shall be permitted on any lot excepting only if approved by the Architectural Control Committee with such restrictions, conditions and limitations as it may deem appropriate.

18. GAMES AND PLAY STRUCTURES. Any fixed games and play structures excluding all basketball hoops and backboards shall be located at the rear of the dwelling, or on the inside portion of corner lots within the setback lines. Construction of playhouses, play gyms, platforms, dog houses and kennels, shall first be approved in writing by the Architectural Control Committee.

19. WINDOW AIR CONDITIONING UNITS. No window or wall air conditioning units shall be permitted.

20. WRECKED OR DISCARDED VEHICLES. No partially dismantled, non-operating, wrecked, junked or discarded vehicles shall be allowed within outside view on the subject property.

21. AUTOMOBILES. No more than two (2) automobiles, boats and/or trucks can routinely be parked outside of a garage or anywhere on said premises.

22. TRUCKS. No trucks with a load capacity over 3/4 ton in weight or exceeding 22 feet in length or 7 feet in height, are to be garaged or parked anywhere on said premises, except for parking in the ordinary course of making trade deliveries. In addition, vehicles of any size may be barred by the Control Committee in the event they deem the keeping of a particular vehicle is unsightly and/or not in accord with the best interests of the neighborhood.

23. RECREATIONAL EQUIPMENT. No boats, snowmobiles, campers, travel trailers, motorcycles, lawn mowers, tractors, or any other such equipment shall be stored within outside view on the subject property.

24. ANIMALS. No animals, poultry, pigeons or livestock shall be raised, bred or kept on said premises, except that any property owner may maintain a maximum of two dogs or two cats, as household pets and provided the same are not bred or maintained for any commercial purpose.

25. USE OF PREMISES. The premises shall be used in accordance with zoning in effect. No noxious or offensive activity shall be carried on upon said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The premises shall be kept in a clean and orderly condition and free from any accumulations of brush, trash, or other materials. Lawns and landscaping shall be maintained in a manner consistent with other described lots.

26. UTILITIES. All utilities installed after May 1, 1995 shall be underground and easements necessary for installation and maintenance along lot lines shall be given by property owners, provided such easement shall not interfere with the normal use of the property. This shall include cable television. Easements for the installation and maintenance of utilities are reserved as shown on the Plat; said easements are also reserved for the installation and maintenance of underground cable TV. Easements for drainage facilities are reserved over all areas shown on the Plat as easements for Public Utilities. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for improvements for which a public authority or utility company is responsible. The storm drainage and grading plan for said plat heretofore approved by the City of Fond du Lac shall be complied with by all owners.

The Architectural Control Committee shall have the right, at any time, to determine the direction of the drainage flowage and require the lot owner to grade same accordingly at the expense of the lot owner, providing such determination does not conflict with drainage and grading plan.

27. SIGNS. No signs of any kind shall be displayed to the public view except:

(a) builder may use signs to advertise the property during the construction and sales period;

(b) developer may use signs for the sale of lots and homes in the plat, including billboard signs identifying the plat;

(c) developers may erect signs or monuments bearing the name of the subdivision at the entrances to the subdivision;

(d) in the case of the resale of property one (1) sign of not more than eight (8) square feet may be erected advertising the property for sale.

28. ENFORCEABILITY. The Control Committee, and any successors thereto, and the owners of any property located within the described real estate shall have the right to prevent or stop any violation of the foregoing restrictions by any legal remedy available against the parties responsible for such violations. These remedies to include, but not be limited to, an action for injunction for specific performance, or any action for damages resulting from such violations. In the event that a court shall find that the property owner was in violation of one (1) or more of the restrictions or covenants contained herein, the party seeking to enforce these restrictive covenants shall be entitled to all costs and disbursements associated with such legal action, including reasonably necessary attorneys fees.

It is agreed that these covenants are of critical importance to owners of unique parcels of real estate and that an action for damages may not be an adequate remedy. It is specifically agreed that the Control Committee (or Homeowners Association) or property owners who may be aggrieved by a party violating the terms of this Agreement shall, at such party or parties' option, be awarded the remedy of injunction and/or specific performance to enforce the terms of this Agreement. An order of enforcement may include an order for removal of improvements which have been made to the real estate in violation of this Agreement. It is specifically agreed that the Committee or homeowner acting on behalf of the Committee to enforce rights under this Agreement may apply to a court of competent jurisdiction for enforcement of the terms hereunder. If such court shall grant relief in favor of the Committee or prevailing homeowner for acts in violation of these covenants, then it is specifically agreed that such judgment shall also include reasonably necessary attorneys fees, costs and disbursements associated with bringing such action as provided above.

29. DURATION OF RESTRICTIONS. The restrictions and covenants contained in this Agreement shall extend in perpetuity.

30. SEVERABILITY. In the event that any provision herein contained shall at any time be deemed invalid, such provision shall be considered to be severed from the Agreement, with all of the remaining restrictions and covenants to be in full force and effect, and enforceable as outlined in Paragraph 28 above.

31. AMENDMENT. The restrictions herein contained may be amended, subject to the following:

(a) Such amendment shall be in writing.

(b) It shall be signed by 85% of the then owners (one vote per lot).

(c) The amendment or memorandum thereof shall be recorded.

32. LIABILITY OF CONTROL COMMITTEE. Members of the Control Committee, or any party acting on its behalf, shall not be liable to any property owner for malfeasance or misfeasance in such capacity unless such actions cause actual damage and are found to be willful and malicious and/or in bad faith.

Dated this 30th day of APRIL, 1996.

By: Donald S. Jones
Owner

STATE OF WISCONSIN)
)SS
FOND DU LAC COUNTY)

Personally came before me this 30th day of April, 1996, the above named, to me known to be the person who executed the foregoing instrument and acknowledge the same.

BRENDA A. VIXMER NOTARY PUBLIC STATE OF WISCONSIN

Brenda A Vixmer
Notary Public
My commission expires 2-22-98

RECEIVED FOR RECORD
VOL 1262 PAGE 56-63
96 MAY -1 AM 8:21
Mary A. Brickle
REGISTER OF DEEDS
FOND DU LAC COUNTY, WI

return to:
DJ Land Co. 24
P.O. Box 1106
Fond du Lac Wi. 54936-1106

679593

678860
Document Number

AFFIDAVIT OF CORRECTION

RECEIVED FOR RECORD
VOL 1470 PAGE 828-829
99 SEP 16 AM 11:32
REGISTER OF DEEDS
FOND DU LAC COUNTY, WI

(TYPE OR PRINT CLEARLY IN BLACK OR RED INK)

AFFIANT, JAMES ROBERTS, hereby swears or affirms that a certain document recorded on the 27TH day of AUGUST, 1999 (year) in volume 1467, page 851-859, as document number 677390 which was recorded in FOND DU LAC County, State of Wisconsin, contained the following error (if more space is needed, please attach addendum):

INCLUDED LOTS PREVIOUSLY SOLD AND LOT NUMBERS THAT DON'T EXIST IN MEADOWLANDS VILLAGE

AFFIANT makes this Affidavit for the purpose of correcting the above document as follows (if more space is needed, please attach addendum):

DELETE LOTS 368, 369, 370, 371 AND 372(PREVIOUSLY CONVEYED)

DELETE LOTS 378-384, INCLUSIVE,(LOTS DON'T EXIST IN MEADOWLANDS VILLAGE

DELETE OUTLOTS 1,2,3 AND 4 OF CSM 5377, IN VOL. 33 OF CSM ON PAGES 98,98A, 98B AND 98C BEING A PART OF COUNTRY LANE AND LOTS 364,365,366 AND 367

Recording Area

Name and Return Address 12-
GTS
11385

Parcel Identification Number (PIN)

AFFIANT is the (check one):

- ☐ Drafter of the document being corrected.
- ☒ Owner of the property described in the document being corrected.
- ☐ Other (explain: _____).

The original document (in part or whole) ☐ is ☒ is not attached to this Affidavit (if original document is not attached, please attach legal description and names of grantors and grantees).

Signed: James Roberts
* James Roberts

State of Wisconsin)
) ss.
County of Fond du Lac

Subscribed and sworn to (or affirmed) before me this 15th day of September, 1999.
Beth A Ruddy
* Beth A. Ruddy
Notary Public, State of Wisconsin
My Commission (expires) (is): 4/28/02

THIS AFFIDAVIT OF CORRECTION IS BEING RE-RECORDED TO DELETE AN ADDITIONAL TWO LOTS THAT WERE PREVIOUSLY SOLD. THE DELETED LOTS ARE LOTS 170 AND 171.

THIS INSTRUMENT WAS DRAFTED BY:
James Roberts

VOL 1473 PAGE 206

This instrument ☐ is ☒ is not (check one) a conveyance of real property as per s. 77.21(1) Wisconsin Statutes.
(A Wisconsin Real Estate Transfer Return is required for instruments that do convey real property.)

*Names of persons signing in any capacity must be typed or printed below their signature.

677390

Document Number

Document Title

Protective Covenants to Meadowlands Village
Phase 2 & 3
by: J & V Roberts Investments, Inc.

Lots 139 through 161, inclusive,
Lots 182 through 384, inclusive,
Lots 163, 165, 167 and Lots 170 through 181
inclusive
Meadowlands Village, City of Fond du Lac,
Fond du Lac County.

RECEIVED FOR RECORD
VOL 1467 PAGE 851-859
99 AUG 27 AM 11:43
Mary A. Brickle
REGISTER OF DEEDS
FOND DU LAC COUNTY, WI

Recording Area

Name and Return Address

J & V Roberts Investments
255 S. Main Street
Fond du Lac, WI 54935

Parcel Identification Number (PIN)

RECEIVED FOR RECORD
RE-RECORDED
V. 1473 Pg. 206-207
99 OCT -1 PM 1:20
Mary A. Brickle
REGISTER OF DEEDS
FOND DU LAC COUNTY, WI

VOL 1473 PAGE 207

VOL 1470 PAGE 829

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA 2/99

215-32 (2/99)

RECEIVED FOR RECORD
VOL 1470 PAGE 828-829
99 SEP 16 AM 11:32
Mary [illegible]
REGISTER OF DEEDS
FOND DU LAC COUNTY, WI

678560
Document Number

AFFIDAVIT OF CORRECTION

(TYPE OR PRINT CLEARLY IN BLACK OR RED INK)

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Recording Area

Name and Return Address 12-
GTS
11385

Parcel Identification Number (PIN)

AFFIANT is the (check one):

- ☐ Drafter of the document being corrected.
- ☒ Owner of the property described in the document being corrected.
- ☐ Other (explain: _____).

The original document (in part or whole) ☐ is ☒ is not attached to this Affidavit (if original document is not attached, please attach legal description and names of grantors and grantees).

Signed: James Roberts
* James Roberts

State of Wisconsin)
) ss.
County of Fond du Lac

Subscribed and sworn to (or affirmed) before me this 15th day of September, 1999.
Beth A Ruddy
* Beth A. Ruddy
Notary Public, State of Wisconsin
My Commission (expires) ~~(is)~~: 4/28/02.

THIS INSTRUMENT WAS DRAFTED BY:
James Roberts

This instrument ☐ is ☒ is not (check one) a conveyance of real property as per s. 77.21(1) Wisconsin Statutes.
(A Wisconsin Real Estate Transfer Return is required for instruments that do convey real property.)

*Names of persons signing in any capacity must be typed or printed below their signature.

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Phase 2 & 3
by: J & V Roberts Investments, Inc.

Lots 139 through 161, inclusive,
Lots 182 through 384, inclusive,
Lots 163, 165, 167 and Lots 170 through 181
inclusive
Meadowlands Village, City of Fond du Lac,
Fond du Lac County.

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VOL 1467 PAGE 851-859
99 AUG 27 AM 11:43
Mary A. Brickle
REGISTER OF DEEDS
FOND DU LAC COUNTY, WI

Recording Area

Name and Return Address

J & V Roberts Investments
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Fond du Lac, WI 54935

Parcel Identification Number (PIN)

VOL 1470 PAGE 829

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215-32 (2/99)

677390

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by: J & V Roberts Investments, Inc.

Lots 139 through 161, inclusive,
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99 AUG 27 AM 11:43
Mary Ann Priebe
REGISTER OF DEEDS
FOND DU LAC COUNTY, WI

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255 S. Main Street
Fond du Lac, WI 54935

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215-32 (2/99)

PHASE 2 & 3

J & V ROBERTS INVESTMENTS INC

TO

THE PUBLIC

PROTECTIVE COVENANTS

THE MEADOWLANDS VILLAGE

THIS INDENTURE, made this 27th day of August, 1999, by J & V Roberts Investments Inc, having title to a tract of real estate designated and platted as Meadowlands Village.

WHEREAS, the owner of the lands hereinafter described is desirous of imposing restrictive covenants thereon to insure an orderly and harmonious development thereof by protecting said property through the recording of covenants.

IT IS THEREFORE AGREED, that each sale and subsequent use of the following lots shall be subject to the following covenants and restrictions which shall run with the land:

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the owner thereof hereinabove named does hereby impose and charge the following described property with the covenants, agreements and restrictions hereinafter set out, lying and being situated in the City of Fond du Lac, County of Fond du Lac, State of Wisconsin, to-wit:

Lots 139 through 161 inclusive, Lots 182 through 384 inclusive, Lots 163, 165, 167 and Lots 170 through 181 inclusive, Meadowlands Village, City of Fond du Lac, Fond du Lac County, Wisconsin.

ARCHITECTURAL CONTROL. No building or structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan of the lot showing the location of all such structures or improvements and the initial landscape plan shall have been approved in writing by the Architectural Control Committee.

In making its determination, the Architectural Control Committee shall 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, finish grade elevations, the intended landscaping and any other reasonable considerations which the Control Committee shall deem relevant.

It is intended that the Architectural Control Committee will have authority to review such plans and specifications, and this authority is in excess and in addition to applicable building codes and/or ordinances.

Prior to commencement of construction of any structure on any lot, one copy of the plans specifications and initial landscape plan showing the proposed locations of the building, shall be submitted to the Architectural Control Committee.

After submission of the above required information, the Architectural Control Committee shall have fifteen (15) days within which to notify the owner of acceptance, rejection, or conditional acceptance of the proposed improvements to the subject premises. Acceptance must be by the majority of the Control Committee, Acceptance shall be limited to the plans, specifications and other information actually submitted. There shall be no substantial or consequential variation by the owner unless written approvals for such variation are obtained from the Control Committee.

The Architectural Control Committee's approval or disapproval shall be in writing in a document which can be recorded and signed by one member of the committee. The Committee shall retain one copy of all approved plans and specifications until construction of the dwelling is completed.

If requested to do so, the Control Committee will review plans of a prospective purchaser of a lot and render a decision prior to closing in accord with these procedures. In the event such plans and specifications are approved or conditionally approved, the perspective purchaser shall be entitled to thereafter rely on such approval.

ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee is composed of three (3) active employees or officers of J & V Roberts Investment Inc. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. A majority of the Committee may designate a representative to act for it.

At any time after more than 75% of the lots have been sold, the owners of 50% or more of the described lots may call a meeting for the purpose of electing members of the Architectural Control Committee. Written notice of such meeting shall be mailed to all owners not less then five (5) days prior to the meeting. At such meeting any property owner may be proposed for membership on the Control Committee and on majority vote shall be elected to the Control Committee until three (3) have been elected. Property owners may have one vote per lot. At such meeting one or all of the Control Committee may be replaced.

Any vacancy shall be filled by appointment of a successor by the remaining two (2) members. Such successor shall serve until replaced by election as provided above.

1. RESIDENTIAL USE. The property shall be used for single family residential purpose and multi-family lots as specifically stated below:

2. BUILDING SIZE. The following are additional covenants and restrictions which may not be waived by the Architectural Control Committee, and shall not be amended, except as provided in paragraph 31 following:

   (a) Single-Story Dwellings shall have no less than 1150 square feet. Multi-Story Dwellings shall have no less than 1600 square feet, and Two-Story Dwellings shall have not less than 1600 square feet.

EXCEPTION:
Lots 139-141 inclusive, 201-203 inclusive, 204-206 inclusive, 245-247 inclusive & 248-250 inclusive shall have no less than 1100 square feet on Single-Story Dwellings and no less than 1400 square feet on Multi-Story and/or Two-Story Dwellings.

(b) The basement shall not be included in determining the amount of square footage. Normal closets and hallways shall be included. The Control Committee, at its option may or may not include lower levels of multi-level homes. The Control Committee, at its option, may consider and allow exceptions to square footage requirements for dwellings with tuck-under garages.

(c) The garage and open porches shall not be included in determining the amount of square footage.

(d) This applies to:

R-2 zoned lots, being:	Lots 139-161 inclusive & Lots 182-384 inclusive
R-3.5 zoned lot, being:	Lot 163
R-4.0 zoned lots, being:	Lots 165, 167, & 170-181 inclusive

Lots zoned R-3.5 and R-4.0 shall be controlled and conform with the City of Fond du Lac's zoning codes and City of Fond du Lac's site plan review, but are subject to approval by the Architectural Control Committee as herein established. Dwelling square foot requirements listed for single family dwellings do not apply to R-3.5 and R-4.0 zoned lots but are subject to the approval of the Control Committee.

3. GARAGES. The plans for any dwelling in the R-2 zoning shall include the construction of a two car or more attached garage to be completed before occupancy of home. This requirement may be waived for compelling construction reasons by the Control Committee Construction of any additional attached garage shall first be approved in writing by the Control Committee.

4. BUILDING CONSTRUCTION. Structures shall have a roof pitch of no less than 5/12 pitch.

5. EXTERIOR OF BUILDINGS. Within one (1) year of construction the exterior of all building with natural wood shall be stained or painted. There shall be no natural weathering of siding on the exterior of any building.

6. BUILDING COMPLETION. Within one (1) year after commencement of construction of any dwelling the exterior of the dwelling shall be completed according to the plans and specifications.

7. TEMPORARY DWELLINGS. No person shall live in any basement unless the exterior of the dwelling above the ground has been completed in accordance with the plans and specifications for said dwelling; no structure of a temporary character, tent, garage or other outbuilding shall be used as a residence, either temporarily or permanently; no house trailer or travel trailer shall be parked outside any lot at any time, except a trailer used by a Real Estate Broker in connection with the sale of said lots or a construction trailer used by contractors during construction only.

8. NUMBER OF BUILDINGS. No building shall be located on a lot except a dwelling with attached garage (minimum two car); providing, however the Architectural Control Committee shall have the right to authorize another building, outbuildings, garden sheds in its sole discretion, with such restrictions, conditions and limitations as it may deem appropriate.

9. BUILDING LOCATION. The building setback line, measured from the street right of way, shall be 30 feet, unless a variance is approved in writing from the Architectural Control Committee.

10. ON-SITE CONSTRUCTION. No structures of any kind shall be moved onto any lot without approval in writing of the Architectural Control Committee.

11. EXCESS EXCAVATION DIRT. All excess dirt from any excavation, or otherwise, shall at the option of the developer be deposited on lots in the subdivision, at a site designated by the developer at no expense to the developer, or shall be removed from the subdivision by the homeowner.

12. DRIVEWAYS AND SIDEWALKS. Within one (1) year after completion of construction of the dwelling, sidewalks (if required by city code) and concrete driveways shall be completed.

13. LAWN AND TREES. Within one (1) year after completion of construction of the dwelling, the following shall be completed.:

    (a) The lawn shall be sodded or seeded and thereafter maintained as a mowed lawn.

    (b) Trees shall be planted so that there will be at least two (2) shade trees in addition to city requirement for trees on terraces on each lot. Trees shall be a minimum of one (1) inch in diameter. If any of the required trees dies, it shall be promptly replaced.

14. BERM. The Developer will be responsible for constructing a berm on the properties adjoining Rienzi Road. The Developer will be responsible for the initial landscaping. The homeowners will be responsible for continuing upkeep and plant replacement. If any of the berm landscaping dies, it shall be promptly replaced by the homeowner. Any changes to the initial landscape plan shall first be approved in writing by the Architectural Control Committee.

15. ANTENNAS AND SATELLITE DISHES. No antennas or satellite dishes (antennas usually in the shape of dishes) shall be located on any lot excepting only if approved by the Architectural Control Committee with such restrictions, conditions and limitations as it may deem appropriate. This shall also include any type of communication of Ham radio antennas or towers.

16. SOLAR PANELS AND EQUIPMENT. No solar panels or equipment are allowed.

17. SWIMMING POOLS, FENCES AND WASHLINES. No swimming pools, fences or washlines shall be permitted on any lot excepting only if approved by the Architectural Control Committee with such restrictions, conditions and limitations as it may deem appropriate.

18. GAMES AND PLAY STRUCTURES. Any fixed games and play structures excluding all basketball hoops and back boards shall be located at the rear of the dwelling, or on the inside portion of corner lots within the setback lines. Construction of playhouses, play gyms, platforms, dog houses and kennels, shall first be approved in writing by the Architectural Control Committee.

19. WINDOW AIR CONDITIONING UNITS. No window or wall air conditioning units shall be permitted.

20. WRECKED OR DISCARDED VEHICLES. No partially dismantled, non-operating wrecked, junked or discarded vehicles shall be allowed within outside view on the subject property.

21. AUTOMOBILES. No more than two (2) automobiles, boats and/or trucks can routinely be parked outside of a garage or anywhere on said premises.

22. TRUCKS. No trucks with a load capacity over ¾ ton in weight or exceeding 22 feet in length or 7 feet in height, are to be garaged or parked anywhere on said premises, except for parking in ordinary course of making trade deliveries. In addition, vehicles of any size may be barred by the Control Committee in the event they deem the keeping of a particular vehicle is unsightly and/or not in accord with the best interest of the neighborhood.

23. RECREATIONAL EQUIPMENT. No boats, snowmobiles, campers, travel trailers, motorcycles, lawn mowers, tractors, or any other such equipment shall be stored within outside view on the subject property.

24. ANIMALS. No animals, poultry, pigeons or livestock shall be raised, bred or kept on said premises, except that any property owner may maintain a maximum of two dogs or two cats, as household pets and provided the same are not bred or maintained for any commercial purpose.

25. USE OF PREMISES. The premises shall be used in accordance with zoning in effect. No noxious or offensive activity shall be carried on upon said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The premises shall be kept in clean and orderly condition and free from any accumulations of brush, trash, or other materials. Lawns and landscaping shall be maintained in a manner consistent with other described lots.

26. UTILITIES. All utilities installed after May 1, 1995 shall be underground and easements necessary for installation and maintenance along lot lines shall be given by property owners, provided such easement shall not interfere with the normal use of the property. This shall included cable television. Easements for the installation and maintenance of utilities are reserved as shown on the Plat; said easements are also reserved for the installation and maintenance of underground cable TV. Easements for drainage facilities are reserved over all areas shown on the Plat as easements for Public Utilities. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for improvements for which a public authority or utility company is responsible. The storm drainage and grading plan for said plat heretofore approved by the City of Fond du Lac shall be compiled with by all owners.

The Architectural Control Committee shall have the right, at any time, to determine the direction of the drainage flowage and require the lot owner to grade same accordingly at the expense of the lot owner, providing such determination does not conflict with drainage and grading plan.

27. SIGNS. No signs of any kind shall be displayed to the public view except:

(a) builder may use signs to advertise the property during the construction and sales period;

(b) developer may use signs for the sale of lots and homes in the plat, including billboard signs identifying the plat;

(c) developers may erect signs or monuments bearing the name of the subdivision at the entrances to the subdivision;

(d) in the case of the resale of property one (1) sign of not more than eight (8) square feet may be erected advertising the property for sale.

28. ENFORCEABILITY. The Control Committee, and any successors thereto, and the owners of any property located within the described real estate shall have the right to prevent or stop any violation of the foregoing restrictions by any legal remedy available against the parties responsible for such violations. These remedies to include, but not be limited to, an action for injunction for specific performance, or any action for damages resulting from such violations. In the event that a court shall find that the property owner was in violation of one (1) or more of the restrictions or covenants contained herein, the party seeking to enforce these restrictive covenants shall be entitled to all costs and disbursements associated with such legal action, including reasonably necessary attorneys fees.

It is agreed that these covenants are of critical importance to owners of unique parcels of real estate and that an action for damages may not be an adequate remedy. It is specifically agreed that the Control Committee (or Homeowners Association) or property owners who may be aggrieved by a party violating the terms of this Agreement shall, at such party or parties' option, be awarded the remedy of injunction and/or specific performance to enforce the terms of this Agreement. An order of enforcement may include an order for removal of improvements which have been made to the real estate in violation of this Agreement. It is specifically agreed that the Committee or homeowner acting on behalf of the Committee to enforce rights under this Agreement may apply to a court of competent jurisdiction for enforcement of the terms hereunder. If such court shall grant relief in favor of the Committee or prevailing homeowner for acts in violation of these covenants, then it is specifically agreed that such judgement shall also include reasonably necessary attorneys fees, costs and disbursements associated with bringing such action as provided above.

29. DURATION OF RESTRICTIONS. The restrictions and covenants contained in this Agreement shall extend in perpetuity.

30. SEVERABILITY. In the event that any provision herein contained shall at any time be deemed invalid, such provision shall be considered to be severed from the Agreement, with all of the remaining restrictions and covenants to be in full force and effect, and enforceable as outlined in Paragraph 28 above.

31. AMENDMENT. The restrictions herein contained may be amended, subject to the following:

(a) Such amendment shall be in writing.

(b) It shall be signed by 85% of the then owners (one vote per lot).

(c) The amendment or memorandum thereof shall be recorded.

32. LIABILITY OF CONTROL COMMITTEE. Members of the Control Committee, or any party acting on its behalf, shall not be liable to any property owner for malfeasance or misfeasance in such capacity unless such actions cause actual damage and are found to be willful and malicious and/or in bad faith.

Dated this 27th day of August, 1999

By: _____
Owner

Signed and sworn before me
this 27th day of August, 1999.

_____
Notary Public, State of Wisconsin
My commission is permanent.

Drafted by J & V Roberts Investments Inc.