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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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Mary A. Briatte

REGISTER OF DEEDS
FOND DU LAC COUNTY, WI

STONEY CREEK HEIGHTS SUBDIVISION

Record this document with the Register of Deeds

Name and Return Address:

GUENTHER & HAZA, LTD.
140 East Main Street
Campbellsport WI 53010-0440

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THIS DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS for Stoney Creek Heights Subdivision, was made on the date stated below, by Charles Lichtensteiger ("Developer").

WHEREAS, Developer is the owner of certain real property in Fond du Lac County, Wisconsin, that will be developed as a residential subdivision, described as follows:

> Stoney Creek Heights Subdivision, as recorded in Volume 14 of Plats on Pages 61 and 62, as Document No. 641483.

NOW THEREFORE, Developer declares that all of the property described in this instrument shall be held, sold and conveyed, subject to the following easements, restrictions, covenants and conditions. The easements, restrictions, covenants and conditions shall run with the real property, and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to benefit each owner.

1. PURPOSE.

The purpose of these restrictions is to provide for the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community.

> A.} These restrictions thereby provide to each site owner, the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of the site than is necessary to ensure the same advantages to the other site owners.

2. LAND USE AND BUILDINGS.

A.} All lots will be used for single family dwellings only.

B.} All homes shall not exceed two and one-half (2 1/2) stories in height.

C.} All homes shall have, at a minimum, an attached two car garage, but not more than a four (4) car attached garage.

D.} All homes must have a roof with a minimum of 6/12 pitch.

E.} No building shall be moved onto any lot. Homes must be stick built on site. Pre-fabricated, component built, modular housing, log homes, or parts thereof, shall not be permitted on any lot.

F.} Brick or stone must be under all front entry doors, between sill and concrete stoop.

G.} Landscaping shall be completed no later than one (1) year from the date construction commences.

H.} Each lot owner, shall, within one (1) year of occupancy or residence, either asphalt, concrete or pave their entire driveway, sidewalk and parking areas. Lot owners are prohibited from maintaining driveway, parking or sidewalk areas with gravel, stone, sand or like material, except as reasonably necessary in preparing same in the process of asphalting, concreting or paving.

I.} The owners of Lot 1, Lot 2, Lot 3, Lot 4 and Lot 22, shall be solely responsible for the maintenance of the grass along State Highway 67, surrounding the retention pond and abutting Shale Avenue on the South to State Highway 67. In the event that a homeowner's association is formed, then said homeowner's association shall be responsible for maintaining those area's not owned by the owner's specified herein.

3. NUISANCES.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.

4. SIGNS.

No signs of any kind shall be displayed to the public view on any lot, with the exception of the following;

A.} One sign of not more than five square feet for advertising the property for sale.

B.} One sign of not more than ten (10) square feet used by a builder to advertise the property during the construction and sales period. Developer

shall have the right to erect a larger sign when advertising the subdivision, or the construction company or financing company for the subdivision.

5. SET-BACKS.

All buildings must be set back in conformity to the Town of Auburn Ordinances and Codes. The Developer reserves the right to require buildings to be set back on owner lots so as to conform with the set back of other residences and structures.

6. BASEMENT AND GARAGE CONCRETE.

All homes and garages shall have basements or standard four-foot (4') masonry frost walls.

7. COMPLETION.

Construction of all building structures must be completed within nine (9) months of commencement of construction. Construction commences when building materials arrive on site or excavating begins, whichever is first. All homes and garages shall be completed before home is occupied, in accordance with Town of Auburn Ordinances.

8. USED BUILDINGS.

No used building, of any type or dimension, shall be moved onto any lot.

9. EASEMENTS.

Easements for the installation and maintenance of utilities and drainage facilities are reserved within the dedicated roadways, drainage ways, and areas shown on the recorded plat.

10. MINIMUM FLOOR PLAN SIZE.

The following shall be the minimum floor areas for homes to be constructed.

A.} No ranch or bi-level residence shall have less than 1,750 square feet of living area.

B.} All other residences must have at least 2000 square feet of living area.

C.} Finished basements, garages, sun porches, and open porches are not included in computing the living area.

11. MINIMUM AND MAXIMUM GRADES.

Finished grades have been established. All foundation grades must be adhered to. Grades will be given to the land purchaser at the time of the lot sale, or by calling the Developer.

12. FENCES AND WALLS.

Any fence erected or placed facing any street within the subdivision, or extended along the side of the lot toward the front or street side beyond the front wall of the residence, will not exceed four (4) feet in height, and will be constructed of wood. Foliage or hedge fences are permitted facing any street to a maximum height of four (4) feet, and on the side of the lot to a maximum of four (4) feet. No metal yard fences are allowed. Any fence will need prior approval from the Town of Auburn and the Developer. The Town and the Developer must take into consideration the type of fence and the other property owners' concerns in the entire subdivision.

13. PETS, LIVESTOCK AND POULTRY.

No animals, livestock, poultry fowl, reptiles, or pigeons, of any kind, shall be raised, or bred, or kept on any lot, with the exception of a dog or a cat, which shall be limited in number to a total of two (2) in any one household, or fish, a parakeet, or a hamster, provided that said pets are not kept, bred, or maintained for any commercial purpose. However, nothing contained herein shall be construed to permit the keeping of any dog, cat, or other pet, which shall in any way constitute a nuisance.

14. ACCESSORY BUILDING.

One (1) accessory building is allowed per lot. An accessory building shall not exceed Thirty-two (32) feet in width or depth. The building shall be constructed of a minimum 2 X 4 construction, or have a shingled roof with a minimum 4/12 pitch or of gambrel type design, with harmonious siding, trims and shingles, matching the style and color utilized on the residence.

15. CAMPERS, RECREATIONAL VEHICLES, BOATS, TRAILERS AND GARDEN TRACTORS, EQUIPMENT & TRAILERS.

All of the aforementioned vehicles must be stored inside. No school buses, commercial trucks, semi-tractors and/or trailers, shall be parked anywhere within the boundaries of Stoney Creek Heights Subdivision, except in connection with construction or lot improvements. Any unlicensed vehicles are to be stored in a building or garage. Only one (1) licensed vehicle is permitted to be parked on the lot owner's driveway without being parked in a building or garage.

16. DIVISION OF LOTS.

No lots shall be re-subdivided to create a larger number of lots, and not more than one (1) residence shall be erected or constructed upon any lot.

17. EXCESS MATERIAL.

Excess fill and material shall not be removed from the subdivision without the consent of the Developer. Owners are permitted to place excess fill and material on lot, as approved by the Developer.

18. CONSTRUCTION OF RESIDENCE.

All residences must be constructed by the Developer or his assigns. Construction must be commenced within two (2) years of closing on the sale of the lot from the Developer. It is the intention that all residences, within Stoney Creek Heights Subdivision, be harmonious in appeal, and therefore Developer reserves the right to require or restrict structure style, type or material utilized.

19. DESIGNATED AGENT.

Developer may, from time to time, designate an agent whom will fulfill Developers duties hereunder. Lots' owners shall be notified, in writing, of the name, address and telephone number of said designated agent, thereafter all matters shall be presented to, and decided by, said designed agent of the Developer.

20. TERMS.

The covenants and restrictions herein contained, shall remain in effect for a period of Twenty-five (25) years from the date they are recorded in the Office of the Register of Deeds for Fond du Lac County, Wisconsin, and thereafter, shall continue automatically in effect for additional periods of five (5) years, unless terminated or otherwise limited or enlarged by duly recording an instrument executed and acknowledged in accordance with the requirements and procedures set forth in the following paragraphs.

21. MEMBERSHIP.

The Developer, or once Developer has sold all lots, a majority of the then lot owners, may form the "Stoney Creek Heights Subdivision Home Owners Association". As such time, and upon Notice to all property owners hereunder, each and every owner shall become a member of said Association, and be subject to the provisions of the Association agreement therein.

22. AMENDMENT.

These covenants and restrictions, may be removed, modified, annulled, waived, changed and/or removed at any time, and in any manner, by a written declaration setting forth such amendments or changes, which has been executed by the owners of at least 75% of the lots in said plat, in such form as to entitle it to be recorded in the Office of the Register of Deeds for Fond du Lac County, Wisconsin; provided however, that such amendments or changes to be effective shall require the written approval, in recordable form of the original platters, so long as they own any of the lots in their plat. The Developer reserves the right to remove, modify, annul, waive, and/or change, at any time, and in any manner, the foregoing covenants.

23. SEVERABILITY.

Invalidation of any one of these covenants or restrictions, by Judgment or Court Order, shall in no way affect any of the other provisions, which shall remain in full force and effect.

24. DEVELOPER LIABILITY.

Developer shall not be held personally liable to the owners for a mistake in judgment, or for any other acts or omissions of any nature whatsoever, while acting in its official capacity, except for any acts or omissions found by a Court to constitute gross negligence.

25. RIGHT TO RE-PURCHASE.

In the event that a lot owner fails to construct a residence as required under paragraph 18, the lot owner must sell the lot back to the Developer at the price the lot owner paid for same. This must take place within thirty (30) days of the expiration of the time set forth in paragraph 18. Lot owner shall transfer lot by Warranty Deed. In the event that a lot owner desires to sell their unimproved lot, they shall first notify the Developer of such intent, in writing. The Developer shall have Thirty (30) days after receipt of written notice, to pay to the lot owner the price the lot owner paid for their lot, at which time the lot owner shall deliver an executed Warranty Deed transferring same to the Developer. After the expiration of the Thirty (30) day notice, the lot owner may sell the lot to the public.

26. ENFORCEMENT.

Enforcement of these covenants and restrictions shall be proceedings at law, or in equity against any person or persons violating or attempting to violate, any covenant or restriction, to restrain a violation or to recover damages. Breach of any of the foregoing covenants shall give rise to a right of action in favor of the undersigned, and their successors and assigns, including the costs and attorney's fees incurred to enforce any remedy to the extent not prohibited by law.

27. SUCCESSORS.

These covenants shall be binding upon and inure to the benefit of and be enforceable by the present and future property owners, their heirs, personal representatives, successors and assigns.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, is executed by Charles Lichtensteiger and Rhonda Lichtensteiger, the owners of Stoney Creek Heights Subdivision. In addition to this document, we advise all interested parties to obtain a copy of all applicable Town of Auburn Ordinances.

IN WITNESS WHEREOF, the Developer has signed and sealed this instrument this the 27th day of October, 1998.

STONEY CREEK HEIGHTS SUBDIVISION

Charles Lichtensteiger

Rhonda Lichtensteiger

STATE OF WISCONSIN }
}SS
COUNTY OF FOND DU LAC }

Personally came before me the 27th day of October, 1998, the above named CHARLES LICHTENSTEIGER and RHONDA LICHTENSTEIGER, to me known to be the persons whom executed the foregoing instrument.

MICHAEL D. HAZA
Notary Public, State of Wisconsin
My Commission is permanent.

MICHAEL D. HAZA NOTARY PUBLIC STATE OF WISCONSIN

Drafted by:

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