

37/15

DOC# 836829

Return to:

Front Edge Inc.  
316 E. Main Street  
Waupun WI 53963

Recording Area:

Recorded  
DEC. 10, 2004 AT 09:12AM



SALLY BARBEAU  
REGISTER OF DEEDS  
FOND DU LAC COUNTY  
Fee Amount: \$39.00

DECLARATION OF PROTECTIVE COVENANTS  
FOR FAIRWAY ESTATES AND WOODLAND HILLS SUBDIVISIONS  
WAUPUN, WISCONSIN

WHEREAS, Front Edge Inc., an Illinois Corporation is the owner of the following described real estate:

**Fairway Estates**

**COMMENCING** at the East ¼ corner of said Section 31; thence, along the South line of the Northeast ¼ of said Section 31, N.89°50'43"W., 1,455.51 feet to the **POINT OF BEGINNING**; thence, continuing along said South line, N.89°50'43"W., 525.79 feet to the Northeast corner of the Northwest ¼ of the Northwest ¼ of the Southeast ¼ of said Section 31; thence, along the East line of said Northwest ¼ of the Northwest ¼ of the Southeast ¼, S.02°17'39"W., 653.48 feet; thence, along the North line of Park Estates and along its extension Easterly, N.89°46'12"W., 1,930.70 feet to a point on the Easterly right-of-way of C.T.H. "MMM"; thence, along said Easterly right-of-way, N.02°16'10"E., 648.52 feet; thence, continuing along said Easterly right-of-way, N.02°16'31"E., 549.30 feet; thence N.89°54'10"E., 1,272.60 feet to a point on the East line of the Northwest ¼ of said Section 31; thence, along said East line, N.02°28'48"E., 161.85 feet to a point that bears S.02°28'48"W., 43.43 feet, more or less, from the thread

of the Rock River, the beginning of a meander line; thence, along said meander line, all the angle of points of which lie approximately 25 feet from said thread, the following courses:

- 1) N.88°51'35"E., 203.28 feet;
- 2) S.69°54'49"E., 125.21 feet;
- 3) S.35°46'53"E., 117.27 feet;
- 4) S.44°11'36"E., 162.95 feet;
- 5) S.59°00'30"E., 289.89 feet;
- 6) S.88°31'17"E., 255.40 feet;
- 7) S.45°29'48"E., 109.04 feet;

8) S.16°53'06"E., 244.26 feet to a point that bears N.89°50'43"W., 36.88 feet from said thread of the Rock River, the **POINT OF BEGINNING. INCLUDING** all lands lying between said meander line and said thread of the Rock River, between side parcel line extended, and all riparian rights thereto.

Said parcel contains 2,564,511 square feet or 58.8731 acres, more or less.

The bearings are oriented to the South line of the Northeast ¼ of said Section 31, assumed to bear N.89°50'43"W.

### **Woodland Hills**

**COMMENCING** at the East ¼ corner of said Section 31; thence, along the South line of the Northeast ¼ of said Section 31, N.89°50'43"W., 872.38 feet to the **POINT OF BEGINNING**; thence, continuing along said South line, N.89°50'43"W., 504.26 feet to a point that bears S.89°50'43"E., 41.99 feet, more or less, from the thread of the Rock River, the beginning of a meander line; thence, along said meander line the following courses:

- 1) N.00°09'17"E., 42.19 feet;
- 2) N.18°15'02"W., 222.68 feet;
- 3) N.39°32'33"W., 141.11 feet;
- 4) N.68°32'28"W., 73.60 feet;
- 5) N.86°49'37"W., 265.84 feet;
- 6) N.49°01'46"W., 604.57 feet;
- 7) N.85°31'58"W., 173.61 feet;
- 8) S.83°52'04"W., 108.36 feet to a point on the West line of the Northeast ¼ of said Section 31 that bears N.02°28'48"E., 41.97 feet, more or less, from said thread of the Rock River, the end of said meander line;

thence, along said West line, N.02°28'48"E., 512.94 feet; thence, along the North line of the Southwest ¼ of the Northeast ¼ of said Section 31, S.89°57'01"E., 1,311.25 feet; thence, along the East line of said Southwest ¼ of the Northeast ¼, S.02°03'24"W., 657.40 feet; thence S.89°53'51"E., 445.35 feet to the Northwest corner of Edgewood 2 subdivision; thence, along the West lines of Edgewood 1 and said Edgewood 2, S.01°45'47"W., 657.70 feet to the **POINT OF BEGINNING.**

Said parcel contains 1,413,937 square feet or 32.460 acres, more or less.  
The bearings are oriented to the South line of the Northeast ¼ of said Section 31,  
assumed to bear N.89°50'43"W.

And WHEREAS, Front Edge Inc. desires to insure the orderly development and use of  
the Subdivision for the benefit of all future owners thereof.

NOW, THEREFORE, be it known that Front Edge Inc. does hereby disclose these  
restrictive covenants on the development and use of the Subdivisions; to wit:

1. STRUCTURES PERMITTED. On lots zoned for residential purposes, no  
structure or structures (including satellite dishes greater than twenty (20) inches in  
diameter), shall be erected, altered, placed or permitted to remain upon any lot  
except a residential dwelling and accessory structures as listed below. For  
purposes of this paragraph, "may" is permissive and not directive. Approvals  
referred to herein are by the Architectural Control Committee defined in Paragraph  
2, and are in addition to any governmental approval that may be required. The  
following accessory structures are permitted as provided below:
  - A. A dog house may be approved based on the plans for the dog house being  
submitted showing placement, fencing and landscaping in a manner, which  
compliments the residence and subdivision.
  - B. Fences may be approved based on the plans for the fence, including fence  
material and any related landscaping, being submitted showing placement  
in a manner which compliments the residence and subdivision. No fence,  
wall, hedge or shrub will be permitted on any area embodied within corner  
triangles (formed by the intersection of two street property lines and the  
lines joining such lines at points thirty (30) feet from such intersection) that  
exceeds 2 ½ feet in height. The corner triangles are also known as vision  
triangles and are regulated by Waupun municipal ordinance. The more  
restrictive provision would control.
  - C. No more than one attractive accessory building designed and constructed  
to resemble the house in style and building materials may be approved for  
storage of recreational vehicles and usual homeowner equipment only. It  
shall not exceed 200 square feet of floor surface area. The top plate height  
of the sidewalls shall not exceed 9 feet.
  - D. Exterior antennas, satellite dishes not greater than twenty (20) inches in  
diameter and similar devices of all types may be approved based on the  
location and placement in a manner which is concealed from street view.
2. ARCHITECTURAL CONTROL. No structure shall be erected, altered, or placed

upon any lot unless and until the building plans, specifications and plot plans showing the location of such structure have been submitted and have been approved, in writing, as to the materials to be used in construction, the conformity and harmony of external design and color of the structure to be erected, with the existing or contemplated structures, and the location of the structure to be erected with respect to lot lines by an Architectural Committee composed of Robert E. Hendricks, Doug Duer and Kathy Hendricks, any one member of the committee may approve. The Architectural Control Committee shall not be responsible for the review of construction means or methods and shall not be responsible for code compliance, structural integrity, safety or warranty. The decisions of this committee are to be made in the committee's sole and absolute discretion, decisions are binding on all parties and are not subject to review by any Court. Further, that the parties indemnify and hold the committee harmless with regard to decisions made in good faith under these Protective Covenants. A duplicate copy of the above plans and specifications as submitted and approved shall be provided for the permanent file of the Architectural Control Committee.

- A. The committee shall have the right to refuse or approve any such plan or specifications which, in the exclusive judgment of a majority of its members, are not in conformity with these restrictions or are not desirable aesthetically, or for any other reasons. In passing upon such plan and specifications, the committee may take into consideration the suitability of the proposed building or other structures, its design, elevation and the materials of which it is to be constructed on the proposed site; the harmony thereof with the surrounding buildings, and the view from the adjacent property. All decisions of the committee on said matter shall be final and binding. The committee shall have the right to waive minor infractions or deviations from these restrictions in case of hardship.
- B. In the event the Architectural Control Committee, or its designated representative, fails to act upon any plans, specification or other written requests for approval within 30 days after submission of all plans, specifications and other documents as may be requested by said committee, the requested approval shall thereby automatically be granted, such that no rights shall thereafter exist to enforce these declarations insofar as any such approval is required hereunder.
- C. All plans, specifications and other requests for approval are to be submitted to Kathy Hendricks at the Front Edge office at 316 E. Main Street, Waupun WI or any other address that the Developer or Committee designates so the Architectural Control Committee may act upon them.

In the event of the death or resignation of any members of said committee, the remaining member or members shall have full authority to appoint by majority vote a successor member or members to serve on the committee and, pending such appointment, to approve or disapprove any plans, specifications or plat plan as herein provided. None of the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this provision.

Upon sale by the Developer of sixty percent (60%) of the lots within the subdivision, the authority of the Architectural Committee shall automatically vest in the home owners association as they deem appropriate; except that authority for the approval of the building plans, specifications and plat plans for the initial home construction, subsequent additions to initial construction, modifications of structures and any construction other than initial construction on all the lots, as described in the first paragraph of #2 above, will remain the authority of the original Architectural Committee. Upon sale of all the lots within the subdivision by the Developer, the full authority of the Architectural Committee shall automatically vest in the homeowners association, as they deem appropriate.

3. CONSTRUCTION. Construction is required to begin within two (2) years of the purchase of any lot. The developer upon the written request of the lot owner may grant a temporary extension of this provision. All structures on any lot in said subdivisions shall be enclosed and under roof with the finished exterior materials in place within one (1) year after the commencement of construction.
4. BUILDING LOCATIONS. Setbacks, height restrictions and locations of all structures shall be as regulated by the zoning ordinances of the City of Waupun. Setbacks are noted on the final plat. In the event that they are different than those set by the City of Waupun the more restrictive provision shall apply.
5. BUILDING TYPE AND SIZE. All lots in the Subdivision that are zoned R1 Single Family are restricted to the erection of a one-story, story and one-half or two story building with an attached garage that accommodate a minimum of 2 cars and a maximum of 4 cars. It is recommended that garages have side entrance overhead doors wherever possible.
  - A. All homes shall be a minimum of one thousand five hundred (1500) square feet.
  - B. The exterior of the front of all homes shall be at least 20% all natural products, cedar siding, brick or stone and approved by the Architectural Committee. Manufactured wood products, cultured stone or cultured brick products are not permitted.
  - C. Any concrete exposed more than one (1) foot above grade must be covered in a material to compliment the exterior of the home and to look uniform.
  - D. All roofs on the main structures shall have a minimum pitch of six (6) feet in height for each twelve (12) feet in length, except for rear dormers on a story and one-half residence, and except for porch overhangs and garage roofs, where such pitch is not feasible. Dimensional shingles are required for all roofs.

- E. No manufactured homes or manufactured dwellings are allowed.
  - F. On lots zoned R2 Single Family or Two Family are restricted to the above restrictions with the exception that the minimum square footage per unit is lowered to one thousand three hundred (1300) square feet.
  - G. No lot shall be re-subdivided in order to construct an additional home.
6. ELEVATION AND GRADING. Each parcel shall be graded according to the final grading plan as submitted to the City of Waupun. Seller guarantees no soil conditions.
  7. GARAGES. All garages shall be built at the same time as the private dwelling and shall be large enough to accommodate a minimum of two (2) cars but not more than four (4) cars. It is recommended that garages have side entrance overhead doors whenever possible. Absolutely no boat, camper trailer, mobile home, motor home, trailers of any kind or trucks over one ton may be parked on any lot outside of the garage or within the Subdivision perimeters for more than seventy-two (72) hours except for trucks delivering materials or merchandise or used during construction or remodeling periods. The use of or storage of snowmobiles, minibikes, all-terrain vehicles, inoperable vehicles or recreation vehicles other than golf carts are PROHIBITED on any lot, driveway, parking area, or open space within the Subdivision, except for use on the road areas for the sole purpose of entering and/or leaving the subdivision for necessary travel (as contrasted with recreational use). All-terrain vehicles are permitted for maintenance use.
  8. 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 any annoyance or nuisance to the neighborhood. Trash, garbage or other waste shall not be kept except in sanitary containers which shall be properly screened from public view. No building may be occupied until it has been substantially completed in accordance with the plans and specifications submitted to an approval by Developer and an occupancy permit obtained from the City. No hunting or shooting of firearms is allowed within the subdivisions.
  9. EXTERIOR DEVICES. All air conditioners, solar heating units and similar devices shall be located in side or rear yards, shall be concealed from street view and be located in a manner approved by the Architectural Control Committee.
  10. SWIMMING POOLS/FENCES. Swimming pools are permitted if they meet the City ordinances and specifications, and plans for said pools are approved by the Architectural Committee, which plans shall denote design, offsets, landscape treatment and fencing proposed. Fences may be approved based on the plans for the fence, including fence material and any related landscaping, being submitted showing placement in a manner which compliments the residence and subdivision.

No fence, wall, hedge or shrub will be permitted on any area embodied within corner triangles (formed by the intersection of two street property lines and the lines joining such lines at points thirty (30) feet from such intersection) that exceeds 2 ½ feet in height. No fence shall extend closer to the road than the rear elevation of the residence.

11. ELECTRIC YARD LIGHTS. For purposes of safety, each property owner is required to install an electric front yard light on each platted residential lot. The yard light should be installed prior to occupancy. Photo eyes are allowed on the lights. However, overhead dusk to dawn yard lights are not permitted.
12. MAILBOXES. All mailboxes should have a newspaper slot/box as well as a mail receptacle. This is to avoid the different colored newspaper tubes.
13. LANDSCAPING/DRIVEWAYS. Lots shall be landscaped and seeded or sodded within a maximum of 8 months after completion of a dwelling thereon. All homeowners are required to include the planting of at least 5 trees in the landscaping of their lot. All driveway culverts shall be 12" in diameter except for Lots 41 and 42 in Fairway Estates, which shall be 15" in diameter. These culvert sizes are a requirement that must be followed. All end walls for driveways shall be concrete. The hard surface of concrete (driveway), asphalt or similar material shall be installed upon the completion and occupancy of the home. Prior to any tree removal, trees are to be marked by the homeowner and approved for removal by the Architectural Control Committee.
14. ENFORCEMENT. The restrictions and covenants contained herein may be enforced by any lot owner by proceedings at law or in equity against any person or persons violating or attempting to violate the same. The proceeding may seek to recover damages and /or demand compliance, provided however, that no actions shall be commenced after two (2) years from the date on which the violation first occurred. The Association is a party in interest and may bring action for any violations.
15. TELEPHONE, NATURAL GAS, CABLE TELEVISION AND ELECTRIC SERVICE. All telephone, natural gas, cable television and electric service to any building on any lot shall be underground from the underground utilities system.
16. TERM. These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for a period of twenty-five years (25) from the date of this Declaration of Restrictive Covenants is recorded, and shall be automatically renewed for three (3) additional 25 year terms unless, at the expiration of a term, a termination amendment is recorded in compliance with Paragraph 17 hereof.
17. SEVERABILITY. Invalidity of any provision of this Declaration, regardless of

how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

18. AMENDMENTS TO DECLARATION. This Declaration may be annulled, waived, changed, modified or amended at any time by written Declaration setting forth said change, executed by the owners of at least sixty (60) percent of the lots in the subdivisions (sixty (60) percent of the votes in the Association); provided, however, that any such action must also be approved in writing by the Developer so long as the Developer owns any parcel or lot in the Subdivisions. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall become effective only upon due recording with the Office of the Register of Deeds for Fond du Lac County, Wisconsin.
19. RECREATIONAL TRAIL. A recreational trail for the use and enjoyment of all residents of Waupun and the residents of the Subdivisions shall be constructed by the Developer within the Common Areas. No wheeled or motorized vehicles are permitted on the trail except when used for authorized trail maintenance. In order to assure the privacy and security of the adjoining residents, use of the trail shall be limited to the time period of Dawn to Dusk.
20. ASPHALT RECREATION/CART PATH. An asphalt recreation/cart path will be constructed along County MMM for use by residents of both Fairway Estates and Woodland Hills as well as residents and visitors of Waupun and the Fond du Lac County Park. The path is to be used for walking, running, bicycling and for the use of motorized golf carts. Golf carts are the only motorized use allowed. The Homeowners Association will be responsible for maintenance of the entire path, from the South edge of Fairway Estates to the Rock River Bridge on County MMM.
21. BERMS LOCATED ALONG COUNTY MMM. Landscaped Berms located along the East side of County MMM are to be maintained by the Homeowners Association. These berms are located in and along Lot #1, 33, 34, 45 and Outlot #5. There are recorded easements for this purpose for these lots.
22. CONFLICTS BETWEEN RESTRICTIONS AND ZONING OR BUILDING REGULATIONS. In the event of any conflict between these restrictions and the City of Waupun's zoning and building regulations, the stricter provision shall apply.
23. OCCUPANCY. No residence shall be occupied prior to the completion of the exterior surfacing of the dwelling, the lot finished to rough grade and an occupancy permit being issued by the City.
24. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose,

nor exceed the limited number allowed by the City. All homeowners are required to clean up after their animals.

25. WASTE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Dumping on vacant lots or lands is not allowed.
26. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.
27. ELEVATED TANKS. No elevated tanks or fuel tanks of any kind shall be erected, placed or permitted on any part of such premises.
28. DRAINAGE EASEMENT PROTECTION. Lot owners are responsible to maintain all private easements adjacent to their property at the approved grades and free of obstructions, which may impede the flow of storm water. Adjacent lot owners may not alter the approved grade of or place any obstruction within a public storm water drain easement.
29. OUTLOT MAINTENANCE. Each of the seventy six (76) lot owners (Lots 1 – 46 Fairway Estates and Lots 1 – 31 Woodland Hills) will own a 1/76<sup>th</sup> undivided interest in all outlots except Outlot #2 and #7 on Fairway Estates and except Outlot #3 in Woodland Hills, regardless of whether the said interest appears on the face of the deed. Outlot interest shall be appurtenant to ownership of the lot and may not be transferred separately from the lot to which it pertains. Thus, each lot owner shall be responsible for 1/76<sup>th</sup> of the maintenance, which will be handled through the owner's association described below.
30. COMMON AREA MAINTENANCE. Proper landscaping, including landscaping of all entrances, boulevards, traffic islands and the Outlots is a mutual benefit of present and future Owners. Landscaping of these areas shall be properly maintained at all times by the Owners or by the Homeowner's Association described below. The Association will be responsible for maintaining the landscaping and signs at the entrance areas installed by the Developer. Should the Homeowner's Association fail to maintain the landscaping as required herein, the City may take remedial steps and assess any special charges. Any maintenance required for the Outlots except Outlot #2 and #7 on Fairway Estates and except Outlot #3 in Woodland Hills, Landscaped Berms along County MMM, Asphalt Recreation/Cart Path along County MMM and the Nature Trails will be the responsibility of the Homeowner's Association described below.
31. RESTRICTION VIOLATIONS. Any Owner violating the restrictions contained herein shall be personally liable for and shall reimburse Developer and the Association for all costs and expenses, including attorney's fees, incurred by Developer or the Association in enforcing the restrictions contained in this

Declaration. The foregoing shall be in addition to any other rights or remedies, which may be available to Developer.

32. CITY ENFORCEMENT. In the event the City determines that Common Area landscaping is not being maintained in accordance with this Declaration and that the public interest requires compliance, the City may ensure compliance in the manner described below by taking action and levying charges against the Association or the Owners.
33. GOLF CARTS. Golf carts are allowed in Fairway Estates and on the recreation/cart path along County MMM for transportation to and from Rock River Country Club. Access is not available for golf carts from Woodland Hills.
34. OWNER'S ASSOCIATION.
  1. An Owner's Association formed as a Wisconsin, Non Stock Corporation, consisting of stock of the owners of land in Fairway Estates and Woodland Hills Subdivisions (herein referred to individually as "Owner" and collectively as "Owners"), for purposes of managing and controlling subdivision Common Areas (as defined below) and performing other duties as set forth therein for the common benefit of the Owners. The Association shall be known as "Nature Trails Homeowner's Association, Inc." The Association will be governed by Bylaws, the terms of which shall be consistent with these Restrictions.
  2. The term "Common Area" shall include the following areas:
    - (a) Outlot 1 and 2 in Woodland Hills Subdivision
    - (b) Outlots 1, 3, 4 and 5 in Fairway Estates Subdivision
    - (c) Landscaped and sign areas at entrances
    - (d) Landscaped areas in cul-de-sacs
    - (e) Nature trails (except for the existing City Trail that runs along the Rock River)
    - (f) Asphalt recreation/cart path along County MMM
    - (g) Landscaped Berms along County MMM
  3. The Association shall be governed by a Committee consisting of a minimum of three and maximum of five members, hereinafter referred to as the "Committee" which shall be solely responsible for the activities of the Association. The initial members of the Committee shall be Robert E. Hendricks, Doug Duer and Kathy Hendricks.
  4. To qualify as a member of the Committee, a person must be either an Owner or a designated partner, member or officer of a partnership, limited liability company or corporation or the personal representative, heir, assign or attorney-in-fact of an individual owner.

5. Each Owner shall be entitled to vote in person or by proxy in elections for selecting members of the Committee. Owners shall have one vote for each lot owned.
6. The term of office of the initial members of the Committee shall commence upon the execution hereof and shall continue until the owners association is turned over to the lot owners as outlined in Paragraph 5 above. Thereafter, the term of office members of the Committee shall be for staggered three-year terms. At the time of the first election, three members will be elected, one for a one-year term, one for a two-year term and one for a three-year term. Each subsequent year thereafter, one new member will be elected for a three-year term. If any member of the Committee shall die, resign, be unable to act or cease to be qualified to be a member, the unexpired term of such member shall be filled by special election, (or appointment by Developer, if applicable, pursuant to the terms of Paragraph 5 above).
7. All meetings of the Committee shall be open to Owners and held upon not less than three days prior written notice to all of the Owners. Two members of the Committee shall constitute a quorum if the committee has three members and three members of the Committee shall constitute a quorum if the committee has four or five members. Actions of the Committee shall be taken by majority vote.
8. The Committee shall have the following duties:
  - (a) To provide for the maintenance of improvements in the Common Areas, unless designated to be maintained by specific Lot Owners in the deed restrictions. Regardless of who is responsible to maintain, any capital repairs beyond normal maintenance items would be cared for by the association.
  - (b) To establish dates and procedures for the election of members of the Committee.
  - (c) To promulgate operating procedures for the conduct of the Association and Committee's affairs.
9. The Committee shall have the following powers:
  - (a) To take such action as may be necessary to cause the Common Areas to be maintained, repaired, landscaped (where appropriate) and kept in good, clean attractive condition.
  - (b) To enter into contracts and to employ agents, attorneys, or for others for purposes of discharging its duties and responsibilities hereunder.

- (c) To develop a budget, and levy and collect assessments in accordance with the provisions of Paragraph 10 below.
- (d) To create committees, including but not limited to, an Architectural Control Committee which shall have the functions as set forth in these deed restrictions.

10. The Committee shall levy and collect assessments in accordance with the following:

- (a) The Owners of each lot shall be subject to a general annual charge or Assessments equal to his pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations. The pro rata share of an Owner of a lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be 76. Said costs shall include but not be limited to taxes, insurance, repair, replacement and additions to the improvements made to the Common Area; equipment; materials; labor; management and supervision thereof; and all costs for the Association reasonably incurred in conducting its affairs and enforcing the provisions of this Owner's Association.

- (1) Assessments by a Lot Owner become due and payable upon acceptance or delivery of a deed by a Purchaser, which conveys any lot in the development. For any partial, the amount of the annual assessment owned by a Lot Owner shall be based upon said annual assessment divided by 365 and multiplied by the number of days remaining in the year to which said annual assessment applies.

- (2) The amount of the annual assessment shall be obtained by equal assessments against the Owner of each Lot. Subsequent to the first conveyance of a Lot by the Developer to a purchaser, Developer shall have the option of either paying annual assessments to the Association for each lot owned by Developer or on the same basis as any other Lot owner; by paying to the Association the difference between the aggregate amount of the annual assessments assessed against all Lot Owners (including Developer) and the actual annual expenses incurred by the Association; provided, however, that Developer may make payments into the reserve accounts established by the Association for each Lot owned by the Developer on the same basis as all other Lot Owners.

- (b) Assessments shall be approved at a duly convened meeting of the Committee.

- (c) Written notice of an assessment shall be personally delivered to each owner subject to the assessment or delivered by regular mail addressed to the last known address of such Owner.
  - (d) Assessments shall become due and payable 45 days after the mailing or personal delivery of the notice, as the case may be.
  - (e) Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, and such unpaid assessments and the interest thereon shall constitute a continuing lien on the real estate against which it was assessed until they have been paid in full. The assessments and interest thereon shall also be the personal obligation of any current or subsequent Owner of the lot against which the assessment was made.
  - (f) The Committee may record a document with the Register of Deeds in Fond du Lac County, Wisconsin, giving notice of lien for any such unpaid assessment and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document shall be borne by the affected Owner.
  - (g) Upon application by any Owner, any member of the Committee may, without calling a meeting of the Committee, provide to such Owner a statement in recordable form certifying (1) that the signer is a duly elected or appointed member of the Committee and (2) as to the existence of any unpaid assessments or other amounts due to the Association. Such statement shall be binding upon the Committee and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding assessments or other amounts due to the Association.
  - (h) Any lien for assessment may be foreclosed by a suit brought by the Committee, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property.
11. Members of the Committee shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the member or agents or employees of the Committee. The Association shall indemnify and hold the members of the Committee harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.
12. Failure of the Association or the Committee to enforce any provisions contained

in this document, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or acquiescence in any subsequent violation.

- 13. The Developer shall have the sole right to initially enforce the provisions of this declaration by proceedings at law and/or in equity to restrain and/or recover damages for any violation or threatened violation of any provision hereof. If any Lot Owner shall file a written petition with the Developer for commencement of legal proceedings to restrain and/or recover damages for any violation of this Declaration and Developer thereafter fails to act upon or refuses to act in accordance with such petition within a period of 45 days after filing, then such Lot Owner may commence any action or proceeding within a period of six months after filing such petition to restrain and/or to recover damages for any violation or threatened violation of this Declaration as described in such petition. At such point that all lots have been sold these rights of the Developer shall be transferred to the Association. The developer has the option to transfer these rights at an earlier time if he so chooses.
- 14. If the Committee shall fail to discharge its duties under this document within 60 days of written demand by the City, the City may discharge the duties of the Committee. The costs the City incurred in connection therewith shall be charged to the Owners by adding to each Owner's real estate tax statement a charge equal to such Owner's pro rata share (the same as such Owner's share of annual assessments as provided in subparagraph 10 (a) above of such costs.

In witness whereof, the undersigned have executed this Declaration of Restrictive Covenants this 12 day of October, 2004.

FRONT EDGE INC.

  
Robert E. Hendricks

STATE OF WISCONSIN    )  
                                  ) SS.  
FOND DU LAC COUNTY    )

Personally came before me the above named Robert E. Hendricks, to be known to be the person who executed the foregoing and acknowledged the same.

Kathleen K. Hendricks

Notary Public, Fond du Lac County, WI

My commission expires: 5-29-05.

This document was drafted by:  
Kathleen K. Hendricks