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**WHITE PINE HEIGHTS PHASE 2 SUBDIVISION**  
**Declaration of Covenants, Conditions and Restrictions**  
**City of Fond du Lac, Fond du Lac County, WI**

This DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS for Lots 59 through 83 of White Pine Heights - Phase 2 Subdivision, a part of the Northeast ¼ of Section 26, Town 15 North, Range 17 East, City of Fond du Lac, Fond du Lac County, Wisconsin, as recorded in Volume 14 of Plats on pages 102-103 as Document No. 697978 is made by White Pine Resources, a general partnership, by all of its partners, namely, David M. Hechimovich, Gregory J. Hechimovich, Dennis C. Hechimovich, Mark G. Hechimovich, and Timothy L. Hechimovich, or their assigns, hereafter referred to collectively as "Developer."

WHEREAS, Developer is the owner of certain real property in the City of Fond du Lac, Fond du Lac County, Wisconsin, that will be developed as a residential subdivision, being Lots 59 through 83 of White Pine Heights - Phase 2 Subdivision described above.

References herein to "lot," "lots," "lot owners," or "purchaser," or similar terms shall refer to the same with respect to the above-described property.

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.**

- a. 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, and high quality exterior design.
- b. These restrictions thereby provide to each site owner the full benefit and enjoyment of such owner's home, with no greater restriction on the free and undisturbed use of the site than is necessary to insure the same advantages to the other lot owners.

**2. Land Use and Buildings**

- a. All lots will be used for single family dwellings only. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling.
- b. All homes shall not exceed two and one-half stories in height.

- c. All homes shall have at a minimum an attached two car garage but not more than a three car garage.
- d. All homes must have a roof with a minimum of 6/12 pitch (6 inches of rise to 12 inches of run).
- e. No building shall be moved onto any lot.
- f. Landscaping shall be completed per City of Fond du Lac ordinances. The building inspector may vary this ordinance.

### **3. Architectural Control.**

No building 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 landscape and drainage plan shall have been approved in writing by the Control Committee.

In making its determination, the 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 and any other reasonable considerations which the Control Committee, in its discretion, shall deem relevant.

The Control Committee may, in its discretion, require any or all residences to have exterior elevation deemed appropriate by the Control Committee.

The Control Committee shall have the authority and discretion to review all relevant information concerning intended use of each lot, including building plans, specifications and grading plans. The restrictions contained herein, and the authority of the 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 purchaser must comply with all applicable codes and ordinances, as well as the provisions of these Restrictive Covenants.

After submission of the required information by a purchaser (or prospective purchaser), the 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 in writing, and shall be limited to the plans, specifications and other information actually submitted. There shall be no substantial or consequential variation by the purchaser from approved plans unless written approval for such variation is obtained from the Control Committee.

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 as though such part were a purchaser. In the event such plans and specifications are approved or

conditionally approved, the prospective purchaser shall be entitled to thereafter rely on such approval or conditional approval.

The square footage requirements set forth herein are minimum square footage requirements. The Control Committee reserves, at its discretion, the right to require homes to have additional square footage.

The Control Committee shall be composed as follows:

- a. Initially, the Control Committee shall be the Developer.
- b. Upon sale of one hundred percent (100%) of the lots in the above-described property to purchasers, the following provisions shall apply:

Any lot owner may call a meeting for purposes of electing members of the Control Committee. At any such meeting, any lot owner may be proposed for membership on the Control Committee and upon receiving a majority vote of those attending any such meeting, such person shall be elected to the Control Committee until three (3) persons have been so elected. Notice of any meeting to elect Control Committee members shall be given by regular U.S. mail or personal delivery to all lot owners, not less than ten (10) days before any meeting. Thereafter if any vacancy shall thereafter arise, the remaining members of the Control Committee may appoint a third member, except that any lot owner may call a meeting to elect members to the Control Committee pursuant to the above election procedure. Elections may take place not more than once every two years. Action by the Control Committee shall become effective upon majority vote of the committee; the Control Committee shall maintain a written record of all actions taken.

4. **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.

5. **Signs.** No sign of any kind shall be displayed to the public view on any lot except;

- a. One sign of not more than five square feet for advertising or professional use.
- b. One sign of not more than ten square feet used by a builder to advertise the property during the construction and sales period. Control Committee shall have the right to erect larger signs when advertising the subdivision.

6. **Setbacks.** All lots must comply with City of Fond du Lac ordinances, for front, rear, and side yard setbacks.

7. **Basement and Garage Concrete.** All homes and garages shall have

basements or standard four-foot masonry frost walls.

**8. Completion.** Construction of all building structures must be completed within twelve (12) months of initiation of construction. Construction initiates when building materials arrive on site or excavating begins. All homes and garages shall be completed before home is occupied in accordance with City of Fond du Lac ordinances.

**9. Used Buildings.** No used building shall be moved onto any lot.

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

**11. Minimum Floor Plan Size.** The following shall be the minimum floor areas for homes to be constructed.

- a. The ground floor of a one-story house shall be a minimum of 1,400 square feet, exclusive of the garage.
- b. The ground floor of a one and a half, two or two and one half-story house shall be a minimum of 900 square feet, exclusive of the garage. Total square footage of both floors shall be a minimum of 1,600 square feet.
- c. The lower floor of a split level, tri-level or quad shall be a minimum of 500 square feet. Above ground floor area shall be a minimum of 1,000 square feet.
- d. No house will be less than 1,400 square feet.
- e. Finished basements, garages, and open porches are not included in computing floor areas.

**12. Minimum and Maximum Grades.** Finished grades have been established on the "Site Design Plan." All foundation grades must be adhered to. Grades will be given to the lot purchaser by the City of Fond du Lac.

The final grade established by the Developer on the utility easements shall not be altered by more than six (6) inches by the Developer, the developer's agent, or by subsequent owners of the lots on which such utility easements are located, except with written consent of the utility or utilities involved.

**13. 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 (4) feet in height and will be constructed of wood. Foliage

or hedge fences are permitted facing any street to a maximum height of (4) feet, and on the side of lot to a maximum height of (4) feet. No metal yard fences are allowed. Any fence will need prior approval from the applicable board or committee of the City of Fond du Lac and the Control Committee. The City and the Control Committee will take into consideration the type of fence and the other property owners concerns.

**14. 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, a cat, or a rabbit, which shall be limited in number to a total of two in any one household, or goldfish, 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.

**15. Accessory Buildings.** All accessory buildings must be attached to house or garage through the use of a common wall. Buildings must have a concrete floor. The buildings shall be constructed of 2 x 4 construction, or equal, shingled roof with a minimum 6/12 pitch or of gambrel type design, with harmonious siding, roofing and overhangs. These buildings must have a minimum setback per City ordinance and must be approved by Architectural Control Committee.

**16. Campers, Recreational Vehicles, Boats, Trailers and Garden Tractors.** All of the aforementioned vehicles must be stored inside. No school buses, semi tractors and/or trailers shall be parked anywhere within the boundaries of the subdivision.

**17. Division of Lots.** No lots shall be re-subdivided to create a larger number of lots and not more than one residence shall be erected or constructed upon any lot.

**18. Terms.** The covenants and restrictions herein contained, shall be in effect until January 1, 2015, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument terminating or reducing the term shall be executed and recorded in accordance with the requirements and procedures set forth in the following paragraph.

**19. Amendment.** These covenants and restrictions, may be removed, modified, annulled, waived, changed and/or amended at any time and in any manner by a written declaration setting forth such amendment or changes, has been executed by the owners of at least 50% of the lots in said Plat, in such form as to entitle it to be recorded in the Register's Office for Fond du Lac County, Wisconsin; provided, however, that such amendment or changes to be effective shall require the written approval, in recordable form, of the Developer, so long as they, or their assigns, own any of the lots in this Plat.

**20. Enforcement.** Enforcement of these covenants and restrictions shall be by 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.

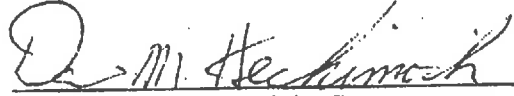
21. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.


22. **Control Committee Liability.** Control Committee 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.

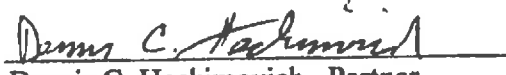
This DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS is executed by Developer, the owner of the above described property, by the undersigned. In addition to this document, Developer advises all interested parties to obtain a copy of all applicable City Ordinances.

In WITNESS WHEREOF, the Control Committee has signed and sealed this instrument this 3rd day of ~~December, 2000~~ January, 2001.


DEVELOPER: White Pine Resources, a general partnership

  
David M. Hechimovich, Partner

  
Gregory J. Hechimovich, Partner

  
Dennis C. Hechimovich, Partner

  
Mark G. Hechimovich, Partner

  
Timothy L. Hechimovich, Partner

NOTARY FOLLOWS ON NEXT PAGE.

