

Windward Estates (7-26-06)

Declaration of Covenants, Conditions and Restrictions Town of Taycheedah & City of Fond du Lac, Fond du Lac County, Wisconsin

This declaration of covenants, conditions and restrictions is for lots 1 through 103 of Windward Estates Subdivision. Lots 1 through 9, lots 40 through 47, and lots 59 through 90 residing in the Town of Taycheedah and lots 10 through 39, lots 48 through 58, and lots 91 through 103 residing in the City of Fond du Lac.

Now, therefore, developer (Windward Estates LLC) 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 benefit each owner.

1. Residential Use

The Lots shall be used only for single family residential purposes. With the exception of lots 12-19 which have been deemed for duplex use. No portion thereof may be used for any business or commercial purpose.

2. Dwelling Size

The floor area of the living space of the dwelling totally above the exterior finished grade, exclusive of open porches and garages, shall not be less than the following:

Town of Taycheedah Lots:

Single-Story Dwellings shall have no less than 1,300 square feet

Multi-Story Dwellings (Bi, Tri-level) shall have no less than 1,300 square feet

Two-Story Dwellings shall have no less than 1,700 square feet

City of Fond du Lac Lots:

Single-Story Dwellings shall have no less than 1,600 square feet

Multi-Story Dwellings (Bi, Tri-Level) shall have no less than 1,600 square feet

Two-Story Dwellings shall have no less than 2,000 square feet

Duplex Dwellings shall have no less than 1,000 square feet per side

The Control Committee does not have authority to waive the Dwelling Size covenant.

3. 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 commercial purpose.

4. Trucks & Vehicles

No truck larger than a three-quarter ton truck shall be parked or garaged anywhere in said subdivision except in the course of making trade deliveries. No trailer or any farm vehicle shall be parked outside. Non operating, junked, or unlicensed vehicles shall not be kept on the subject property

5. Signs

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

- (a) Builder may use signs to advertise the property during 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.

6. Recreational Equipment

No Boats, snowmobiles, campers, travel trailers, motor homes, ATV's, personal watercraft, motorcycles, tractors or any other such equipment shall be stored outside on the subject property or parked for longer than 36 hours on the subject property.

7. Buildings

No buildings shall be moved on to any lot in said subdivision. All buildings shall be of new construction. No building or lot shall have a satellite dish greater than 36 inches and must be located out of view from the front elevation of the house. No rooftop antennas shall be permitted. Towers may not exceed 40 feet in height. No type of communication ham radio antennas will be permitted.

8. Building Completion

Within one year after the acquisition of any lot, the following shall be completed:

- (a) The exterior of the subject dwelling according to the plans and specifications.
- (b) Grading and leveling of the entire lot.

The Control Committee, at their discretion may grant a one-year construction extension in writing.

9. Construction

All construction must meet all state and local codes and ordinances, including grade codes. All homes must have a roof with a minimum 6/12 pitch (6 inches of rise to 12 inches of run). All homes are to be of 2x6 construction with a minimum of 4x8x3/8 OSB sheets at each corner. Within one year of construction the exterior of all buildings with natural wood shall be stained or painted. There should be no weathering of siding on the exterior of any building. All homes are to have a minimum 25% masonry front. The Control Committee, at its option, may require less based on the type of home. The Control Committee must approve all exceptions in writing.

10. Landscaping

Each of the lots shall be landscaped within one year from the completion of construction of the dwelling. At least two shade trees with a minimum diameter of one inch shall be retained or planted within one year from the completion of construction of the dwelling. Any tree which dies shall be promptly replaced with another tree of at least the minimum size required in this paragraph. Natural areas shall be permitted only with the written approval of the Control Committee. The owner of the Lot shall keep any natural areas free of noxious weeds as required by applicable ordinances.

11. Driveways & Approaches

All driveways and approaches shall be surfaced with concrete within one year from the completion of construction of the dwelling. Each driveway approach shall be installed within six months after installation of the finished street.

12. Solar Panels & Air Conditioners

No solar panels or equipment for such panels shall be allowed. No window air conditioning units shall be installed.

13. Fences

Fences cannot exceed 4 feet high and must be of decorative style, 50% open, in the backyard of premises only and no chain link fences except those that are decoratively coated may be used.

14. Garages

No building shall be located on a lot except a dwelling with an attached garage (minimum two car); providing, however the Control Committee shall have the right to authorize in writing other buildings, including, out buildings or garden sheds, in its sole discretion with such restrictions, conditions, and limitations as it may deem appropriate. All detached buildings must comply with various ordinances, including, but not limited to a maximum size of 600 square feet.

15. Dog Kennels

Dog kennels must be in the property owner's back yard behind the home or garage and can not exceed 6 feet by 12 feet and must have shrubs planted on the back and both sides.

16. Easements

Easements for the installation and maintenance of drainage facilities, retention areas, utilities, and cable television are reserved over the areas designated on the plat and within the setback areas of each Lot. Easement drainage facilities required by the Declarant, City of Fond du Lac & Town of Taycheedah, Fond du Lac County are also reserved over the areas designated on the plat and the setback areas of each Lot. The actual location of such easements shall be determined at the time the utilities and/or drainage facilities are installed. No structures, planting, or other materials shall be placed or permitted to remain in an easement area which may damage or interfere with the installation and maintenance of any utility, change the direction of flow in any drainage channel, or obstruct or retard the flow of water in any drainage channel. The easement 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 each Lot shall be approved by the City of Fond du Lac or the Town of Taycheedah and all owners shall comply with such plan. The Control Committee shall have the right, at any time, to determine the direction of the drainage flow and require the owner(s) to grade any drainage easement on a Lot accordingly at the expense of the owner(s); provided such determination does not conflict with the current drainage and grading plan on file with the City of Fond du Lac or Town of Taycheedah.

17. 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.

18. Exterior Maintenance

The owner of each of the Lots shall maintain the exterior of all structures, and all driveways in a good state of repair and shall properly maintain all trees, shrubs, and other landscaping. All grass clippings, fallen branches, brush, and other yard waste shall be promptly removed from the Lot. Yard waste of any type may not be placed on any other Lot within the subdivision. The owner shall take reasonable precautions to avoid the transmission by surface water run-off of nutrients and pollutants including but not limited to pet waste, commercial fertilizers, herbicides, soil sediment, and lawn clippings into the wetlands.

19. Pools, Spas, & Wash Lines

No above ground swimming pools or spas shall be allowed on any of the Lots without the prior written consent of the Control Committee. Wash lines shall be located in the rear of the home, hidden from view from the front elevation of the home, and retractable. The wash line shall be retracted whenever not in use.

20. Games & Play Structures

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

21. Garbage/Recyclables

Garbage, which is not recyclable, shall not be kept in properly covered containers or inside sealed plastic bags. Newspapers, cardboard, and other recyclables shall be sorted, stored, and disposed of in a manner required by applicable recycling rules and regulations. Garbage and recyclables shall not be placed on the curb more than 24 hours prior to the designated pickup time. All empty garbage cans and recycling containers shall be removed from the curb within 24 hours of being emptied.

22. Sidewalks

No sidewalks are required in Windward Estates

23. Control Committee/Enforcement

Should one or more of the restrictive covenants need to be enforced, it shall be the responsibility of the party found in violation of the said covenant(s) to pay all costs, including attorney fees, to make the determination and remedy of said violation. The Control Committee shall be formed to review any alleged violation. The initial committee shall consist of Windward Estates LLC, until such time as 100% of the lots are sold. At that time a committee of three lot owners shall be formed to assume the responsibilities of the Control Committee. Windward Estates LLC shall appoint these three members of the committee. Any plan that is to be built on a Lot must be submitted to the Control Committee for approval, the committee has a period of 10 days to approve or deny said plan.

24. Utilities

All utilities, including but not limited to natural gas, cable television, electric, and sewer shall be buried underground. All City of Fond du Lac lots to have city water, all Town of Taycheedah lots to have well water, to be constructed by the purchaser of the Lot.

25. Front Yard Light

A front yard lamp must be installed on each lot. The yard lamp must be purchased from the developer at cost and installed and maintained by the lot owner.

26. Pond Lots

Owners of lots bordering ponds are responsible for any pond maintenance that should arise; any costs incurred shall be distributed evenly between all owners on that pond, in exchange for sole use and enjoyment of that pond.

27. Duration Of Restrictions

The restrictions and covenants contained in this agreement shall extend in perpetuity.

28. Severability

In the event that any provision herein contained shall at any time be deemed invalid, such provision shall be considered 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 23 above.

29. 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.

30. 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.

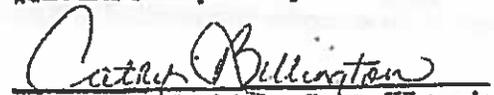
Dated 9-12-06

Windward Estates LLC


Rick Schneider, Member


Nick Mueller, Member

These individuals personally came before me on 9/12/06


Cathy Billington
Notary Public, Fond du Lac County, Wisconsin

My commission expires 11/2/08

This instrument was drafted by Windward Estates LLC