

Prospect Park Declaration of Covenants,
Conditions and Restrictions

This declaration made this ___ day of _____, 2007 by Thomas W. Jungck and Bradley J. Rozanski (hereinafter referred to as "Declarant")

WITNESSETH

WHEREAS, Thomas W. Jungck and Bradley J. Rozanski are the owners of all those lands in the Village of North Fond du Lac, County of Fond du Lac, state of Wisconsin, more particularly described in exhibit A attached hereto and incorporated herein (hereinafter referred to as the "Property") and

WHEREAS the Declarant desires to subject the Property, subject to expansion by inclusion of additional land and phases as provided herein (except dedicated streets and utilities) to the conditions, restrictions, covenants, reservations, and easements hereinafter set forth, for the benefit of the Property (and as may be expanded) as a whole and for the benefit of each Lot Owner.

Declaration

NOW, THEREFORE, the Declarant hereby declares that all the real estate described on attached Exhibit A shall be used, held, sold, and conveyed subject to the following covenants, restrictions, easements, conditions, reservations, liens and encumbrances which shall run with the

land and be binding on all parties having any right, title, or interest in the described real estate or any part thereof their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

Section 1. "ASSOCIATION" shall mean and refer to Prospect Park Home Owners Association Inc. a Wisconsin non-stock, non-profit corporation, created pursuant to this Declaration and pursuant to the laws of the State of Wisconsin.

Section 2. "VILLAGE" shall mean the Village of North Fond du Lac.

Section 3. "OUTLOT" shall mean any area within the subdivision conveyed by the Declarant to the Association and any dedicated street and boulevard or other dedicated area for which the city has not assumed responsibility for maintenance including the cul de sac islands and other areas that it shall be the responsibility of the Association to maintain. Notwithstanding the foregoing, in addition Out Lot shall include those platted lots or parcels or portions thereof serving as water detention areas. For the purposes of this declaration, Out Lot shall refer collectively to all Out Lots and Retention Ponds in the Subdivision and to each particular Out Lot individually.

Section 4. "DECLARANT" shall mean and refer to Thomas W. Jungck or Bradley J. Rozanski as well as any Successor-Declarant.

Section 5. "LOT" shall mean a platted lot or parcel of land within the Subdivision regardless of whether such property is currently

platted or platted at some future time or such other separate lots or parcels which are made a part of the Subdivision. The term "LOT" does not include any Out Lot.

Section 6. "LOT OWNER", "LOT OWNERS", "OWNERS" and "CO-OWNERS" shall mean the holder(s) of a legal or equitable ownership interest in fee simple to a Lot, regardless of the type of tenancy or estate and shall include land contract vendees and vendors but shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.

Section 7. "MEMBER" shall mean and refer to every person or entity which holds a membership in the Association.

Section 8. "SUBDIVISION" shall mean the lands described in the attached Exhibit A, excluding lands now or hereafter dedicated to the Village for which the Village has assumed responsibility for maintenance, and including such parcels of real estate as may be owned by or acquired by the Declarant from time to time and declared by the Declarant to be a part of Prospect Park Subdivision under an instrument executed by the Declarant and recorded in the office of the register of deeds of Fond du Lac County, Wisconsin.

Section 9. "SUCCESSOR DECLARANT" shall mean any person, firm or entity which expressly assumes in writing, all the remaining obligations of the Declarant to the Village under any existing Development Agreements relating to the development of the Subdivision or portions thereof.

ARTICLE TWO

GENERAL PURPOSE

The purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive residential area; to prevent installation of improvements which may adversely affect the aesthetic appearance of a Lot or surrounding area; to ensure the best use and most appropriate development and improvement of each Lot; to protect the value and desirability of the Subdivision; and to otherwise secure mutual enjoyment of benefits for owners and occupants of residential property within the Subdivision.

ARTICLE THREE

THE ASSOCIATION

The Declarant hereby creates and establishes a non-profit incorporated homeowners' association to be known as "Prospect Park Homeowners Association, Inc." with all rights, powers, privileges and obligations as provided in this Declaration. The Association shall exist during the term of this Declaration and shall automatically terminate upon termination of this Declaration.

ARTICLE FOUR

MEMBERSHIP IN THE ASSOCIATION

Section 1. Membership. Each Lot Owner including the Declarant shall be a Member of the Association. For each Lot owned, the Owner thereof shall be entitled to one (1) membership. Membership shall be appurtenant

to and may not be separated from the fee ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Transfer. Membership held by any Owner of a Lot is an appurtenance to such Lot and shall not be transferred, alienated, or pledged in any way, except upon the sale or encumbrance of such Lot, and then only to the purchaser of such Lot. Any attempt to make a transfer except by the sale or the encumbrance of a Lot is void. Reference to the transfer of membership need not be made in an instrument of conveyance or encumbrance of such Lot for the transfer to be effective, and the same shall automatically pass with the title to the Lot.

ARTICLE FIVE

VOTING RIGHT IN THE ASSOCIATION

The Association shall have two classes of voting membership:

Class A: Class A Members shall be all those Lot Owners with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned. The membership in the Association appurtenant to a Lot shall be owned jointly and severally by all Co-Owners of the Lot regardless of the form of tenancy, estate or interest in the Lot. Under no circumstances shall there be more than one vote for each Lot.

Class B: The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned, provided that the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest:

- (a) Ten (10) years from the date of this Declaration of Covenants, Conditions, and Restrictions;
- (b) One Hundred Twenty (120) days after which ninety percent (90%) of the Lots which have been subjected to this Declaration including those Lots subjected by amendment and Lots submitted by annexation shall have been conveyed by Declarant to Owners; or
- (c) The date on which Declarant voluntarily withdraws as the Class B Member by executing and recording with the Register of Deeds of Fond du Lac County, Wisconsin, a written declaration of intent to withdraw, which shall become effective in the manner specified in such declaration of intent.

ARTICLE SIX
PROPERTY RIGHTS

Section 1. Member's Easement of Enjoyment. Every Member shall have a right and easement for ingress and egress over and across and use or enjoyment in and to the Out Lot and such easements shall be appurtenant to and shall pass with the title to every Lot. Said right of easement for ingress and egress over and across and of enjoyment in and to the Out Lot shall be subject to the following provisions:

- (a) The right of the Association, in accordance with the Articles and By-Laws to borrow money for the purposes of improving the Out Lots and facilities thereof and in aid thereof to mortgage said

Out Lot (or a portion thereof).

- (b) The right of the Association to suspend the voting rights of a Member for any period during which any assessment against his Lot remains unpaid and delinquent.
- (c) The right of the Association to declare or grant easements and licenses and to dedicate or transfer all or any part of the Out Lot to which the Association holds title to any public agency, authority or public or private utility for such purposes and subject to such conditions as may be agreed to by the Members. No such declaration or transfer shall be effective unless an instrument has been recorded, signed by the Association and authorized by the assent of at least sixty-seven percent (67%) or more of the total votes collectively held by all classes of Members present in person or by proxy and entitled to vote at a meeting duly called for this purpose at which a quorum is present, written notice of which is mailed to all Members not less than five (5) days nor more than forty (40) days in advance of the meeting, setting forth the purposes of the meeting.
- (d) The right of the Association to establish uniform rules and regulations pertaining to the use of the Out Lot.
- (e) Such other rights as are reserved or created by this Declaration.

Section 2. Access to Lots. The Association and its respective agents, employees and independent contractors shall have the right and license to enter upon any Lot to the extent necessary to exercise any right or responsibility of the Association set forth in this Declaration, as to the Lot or building situated thereon, and shall not be guilty of trespass.

Section 3. Waiver of Use. No member may exempt himself from personal liability for assessments duly levied by the Association nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Out Lot or by abandonment of his Lot.

ARTICLE SEVEN

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot (except the Declarant) is deemed to personally and individually covenant and agree to pay the Association: (1) annual assessments or charges and (2) special assessments and such assessments to be fixed, established and collected as hereinafter provided. The assessments, together with interest thereon, attorney's fees and costs of collection therefor, as in hereafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each assessment together with such interest, costs and reasonable attorneys fee's, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment falls due. All Co-Owners of a Lot shall be jointly and severally liable for all assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot. The personal obligation shall pass to his successors in title accepting a deed to or assignment of beneficial interest in any trust holding title to said Lot. The Declarant and the Lots owned by the Declarant shall not be subject to or responsible at any time for any assessments, annual, special or otherwise.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare and enjoyment of its Members, and in this connection, for the maintenance and improvement of the Out Lot/Retention Ponds and the improvements, landscaping and plant materials and facilities thereon, for the payment of premiums for insurance and to provide funds for the Association to carry on its duties set forth herein or in its Articles of Incorporation or By-Laws.

Section 3. Basis and Maximum of Annual Assessments. Until January 1st of the year immediately following the conveyance of the first Lot by the Declarant to an Owner, the maximum annual assessment may be increased for the coming assessment year permitted shall be as set by the board of Directors of the Association.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot by the Declarant to an Owner, the maximum annual assessment may be increased effective January 1st of each year by the Board of Directors of the Association (at any meetings of the Board of Directors duly convened at least thirty (30) days prior to said January effective date) without a vote of the membership, provided that any such increase shall not be greater than a ten percent (10%) increase over the maximum annually assessment permitted for the year immediately proceeding.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot by the Declarant to an Owner, the annual assessment may be increased for any year by the Board of Directors

of the Association at any time, over the maximum annual assessment permitted for the year immediately proceeding, without the vote of the membership, if the same is necessary to: (i) pay the cost of any increases in real estate taxes for the Out Lot over the prior year, or (ii) pay the cost of increases in premiums for insurance procured by the Association over the prior year.

(c) From and after January 1st of the year immediately following the conveyance of the first Lot by the Declarant to an Owner, the maximum annual assessment may be increased for the coming assessment year only or for all succeeding assessment years effective January 1st of each year by the Board of Directors at any meeting of the Board of Directors (duly convened at least thirty (30) days prior to said January 1st effective date) in an amount greater than provided in subsections (a) or (b) hereof for the coming assessment year provided that any such change shall have the assent of the majority of the votes of each class of Members voting in person or by proxy, at a meeting duly called for such purpose, at which a quorum is present, written notice of which will be sent to all Members not less than ten (10) days nor more than forty (40) days in advance of the meeting, setting forth the purpose of the meeting.

(d) After consideration of future needs and expected expenditures of the Association, the Board of Directors may fix a regular annual assessments permitted or may, in its discretion, require no annual assessment whatsoever for any year, but such action shall not limit or prohibit the Board from fixing assessments for any year(s) following

on the basis of increases in the maximum annual assessments permitted hereunder rather than the actual assessments so fixed.

Section 4. Reasonable Reserves. The Association shall establish and maintain from annual assessments collected hereunder, reasonable reserves for the costs of the maintenance, repair and replacement of the landscaping and plant materials and other improvements located on or constituting the Out Lots and Retention Ponds.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment for the purpose of defraying in full or in part the cost of any construction, reconstruction, repair or maintenance of any improvement on the Out Lot or any maintenance of the Out Lot or Retention Ponds, including the necessary fixtures, personal property and landscaping related thereto, or for the purpose of providing funds to the Association to carry on any of its duties set forth in this Declaration or in its Articles of Incorporation or By-Laws, provided that any such assessment shall have the assent of a majority of the total votes collectively held by all classes of Members voting in person or by proxy at a meeting duly called for this purpose, at which a quorum is present, written notice of which shall be sent to all Members not less than ten (10) days nor more than forty (40) days in advance of the meeting, setting forth the purpose of the meeting. Unless the special assessment specifies that it shall be applicable to the specified number of years, it shall be applicable only to the year enacted.

In addition, special assessments may be made and levied by the Board of Directors against a particular Lot Owner and his, her or their Lot

(without levying against other Lots) for:

(1) costs and expenses (anticipated or incurred) for repair of damage to the Out Lot and other areas for which the Association is responsible caused by or at the direction of the Lot Owner;

(2) costs, expenses, and actual attorneys fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Declaration, Bylaws and Rules and Regulations against the Lot Owner;

(3) interest due on annual or special assessments; and

(4) all other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration.

Section 6. Uniform Rate or Assessment. Annual assessments must be fixed at the uniform rate for all Lots, and may be collected on a monthly basis, or such other basis as set by the Board of Directors.

Section 7. Date of Commencement of Annual Assessment, Due Dates. The annual assessments provided for herein shall commence for any Lot within the Subdivision on the day of the conveyance of such Lot from the Declarant to an Owner and shall be prorated for the month of said conveyance. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed amount of the annual assessment shall be sent to every owner subject thereto. The due dates when said annual assessments and payable shall be established by the Board of Directors.

Section 8. Initial Assessments. At the time of the initial sale of any Lot from Declarant to any owner, such Owner shall pay to Declarant for the use by the Association a sum equal to twice the monthly charge for the annual assessment than in effect. Such sum shall be delivered by Declarant to the Association for use as described in Section 2 of this Article Seven. The Initial Assessment for any Lot shall be levied only upon the sale by Declarant to an Owner and shall not be levied on any subsequent sales of the Lot.

Section 9. Certificate of payment. The Association shall, upon demand, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the annual assessments on a specified Lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Said certificates shall be conclusive evidence that any assessment therein stated to have been paid has in fact been paid.

Section 10. No Assessments on Declarant. Notwithstanding any provision to the contrary, neither the Declarant nor any of the Lots owned by the Declarant shall be subject to or responsible at any time for the assessments, annual, special or otherwise.

ARTICLE EIGHT

EFFECT OF NONPAYMENT OF ASSESSMENTS,

REMEDIES OF ASSOCIATION

Section 1. Delinquency. Any assessment provided for in this Declaration which is not paid when due, shall be delinquent. With respect

to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the Owner to pay a "late charge" in a sum to be determined by the Association and applied uniformly. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of the delinquency at twelve (12%) percent per annum until the assessment is paid in full and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien (provided for in Section 1 of Article Seven hereof) against the Lot, and there shall be added to the amount of such assessment the late charge, interest, the costs of preparing and filing a Complaint in such action and reasonable attorney's fees, and in the event a judgement is obtained, such judgement shall also include interest together with the costs of bringing the action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosures against such Owner for the collection of such delinquent assessments.

Section 2. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or trust deed. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a mortgage or trust deed or any proceedings or deed in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE NINE
EASEMENTS

Section 1. Utility Easements. Notwithstanding any provision to contrary, the Declarant hereby reserves unto itself, the Association, and their successors, assigns and designees without the approval of the Members, the right (i) to create, declare and grant over, above, under and across the Out Lot nonexclusive perpetual utility easements and (ii) to exercise any easements created by any Plat of Subdivision or other instruments for the installation, construction, improvement or removal or reconstruction, replacement, substitution, and maintenance of sewer (storm and sanitary), water, gas, electric Village, master television, telephone antenna, transmission systems, cable television, telephone, and any other easements as may be necessary or desirable in the Declarant's sole judgement to develop, service and maintain the Subdivision. The aforesaid easement shall include reasonable rights of ingress and egress.

Section 2. Reservation of Easement for Declarant's Benefit. Anything contained in the Declaration to the contrary notwithstanding, the Declarant hereby reserves for itself, its agents, employees, contractors, sub-contractors, workmen, materialmen, invitees, and any successor builders an easement under, over and across the Out Lot for the purpose of constructing, completing, repairing, maintaining, inspecting, exhibiting, and selling any Lots then owned by the Declarant and the right to connect any Out Lot with a cul de sac island to other subdivisions or expansions.

Section 3. Water Detention Easements. The Association shall have an easement over, upon, across, and under such portion of all Lots necessary for the maintenance of water detention areas.

ARTICLE TEN

DUTIES AND POWERS OF THE ASSOCIATION

Section 1. General. The Association shall have the powers and duties to pay any real property taxes and other charges assessed against the Out Lot; grant easements where necessary for public utilities over the Out Lot; adopt reasonable rules and regulations controlling and limiting the use of the Out Lot and further adopt rules and regulations supplementing the General Use Restrictions as provided by Article Eleven hereof; maintain such policy or policies of insurance at all times as the Board of Directors deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members, officers and directors; enforce this Declaration; purchase, sell and convey Lots (including the improvements thereon) incidental to foreclosure of a lien for any assessments and to acquire real estate as additional Out Lot; enter and execute contracts, deeds, mortgages, and documents on behalf of the Association which relate to any Out Lot or improvements therefor; incur indebtedness on behalf of the Association and to execute drafts and other negotiable instruments; acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association; commence, prosecute, defend, or be a party to any suit, hearing or proceeding (whether administrative,

legislative, or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association; employ a manager or other persons and contract with independent contractors, managing agents, collection agents and others to perform and effectuate all or any parts of the duties and powers of the Association, if deemed necessary or desirable by the Board of Directors; establish such reserves as may be required hereunder or as the Board of Directors shall from time to time deem necessary or desirable to fulfill and further the purposes of the Association; and exercise any and all other powers necessary to maintain the Out Lot and operate the Association for the mutual use and enjoyment of all Lot Owners.

Section 2. Maintenance. The Association shall maintain, repair and replace the Out Lot, and its elements including, but not limited to landscaping, seeding, signs, grass, trees, shrubs, plantings, pathways, lighting and other improvements located upon the Out Lot and Retention Ponds.

ARTICLE ELEVEN

USE RESTRICTIONS

Section 1. Land Use and Building Types. Lots shall be used for residential purposes only, except the Declarant may maintain sales model homes on Lots owned by the Declarant. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling of the one-floor ranch type or of the one and one-half story split-level type or two story type construction, including a

private garage which must be attached to the principal building. Said garage including roof; shall be of the same material and general design as the principal building.

Section 2. Architectural Control. No building (including without limitation all structures, homes, accessory buildings, and storage sheds) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee, as provided herein, as to quality of workmanship and materials, harmony of external design with existing structures, including color, shape and design, and as to location with respect to topography and finish grade elevation. No fences or walls shall be erected, placed or altered on any Lot nearer to any street than the minimum building set back line unless otherwise approved by the Architectural Control Committee. The Architectural Control Committee shall initially consist of three persons appointed by the Declarant (which may be representatives of the Declarant) to hold office until successors are appointed by the Declarant, the Declarant appointing the Architectural Control Committee until such time as all of the Lots in the Subdivision (as may be expanded) have been sold to Owners by the Declarant, at which time the officers of the Association then in office shall be the members of the Architectural Control Committee. Except for persons appointed by the Declarant, a person must be a Lot Owner or Co-Owner in order to be eligible to serve as a member of the Architectural Control Committee. No member of the Committee shall be entitled to compensation for services rendered in discharging his duty as a member of said Committee. The

Architectural Control Committee shall grant, in writing, its approval or disapproval, within thirty (30) days from the date that plans and specifications are submitted. In the event that no action is taken by said Committee within said thirty (30) days, then said plans and specifications shall be deemed to have been accepted. Nothing contained in this provision is intended to or shall relieve any Owner from obtaining any necessary building permits or approvals from the applicable governmental agency for any construction or alteration on any Lot.

Section 3. Dwelling Size. No main dwelling house of the one floor-ranch type shall be erected or permitted unless the ground floor area of the main structure, exclusive of open porches, decks and garage, shall be not less than 1400 square feet. No main dwelling house of the one and one-half floor type or of the two-floor type shall be erected or permitted on any Lot unless the dwelling house shall contain, exclusive of open porches, decks, and garage not less than 1800 square feet, of which at least 900 square feet shall be located on the first floor.

Section 4. Building Location. For the purposes hereof, the lot line adjoining the street shall be the "front line"; the opposite line shall be the "rear line"; and the other two lot lines shall be the "side lines". No building, deck, or garage shall be erected or permitted nearer than 25 feet to the front line, 35 feet to the rear line, or nearer than 10 feet to either side line. No fence or wall shall be erected, placed or altered on any Lot nearer to the front line of the lot than the aforesaid building line, other than model center fencing on Lots owned by the Declarant.

Section 5. Driveways. Driveways shall be installed on all Lots within

one (1) year after the initial occupancy of any dwelling and a permit for any driveway approach shall be obtained from the Village Engineer of the Village of North Fond du Lac prior to such installation, which shall be subject to the approval and inspection of said Village Engineer. Concrete driveway approaches that are proposed to be installed at the location where sidewalk installation has been postponed shall extend from the back of the curb to right-of-way line. Said approaches shall include provision for installation of sidewalk. All driveways shall be constructed in accordance with the municipal code of the Village of North Fond du Lac.

Section 6. Landscaping. Lots shall have a permanent lawn and be landscaped, seeded or sodded within one (1) year after an Occupancy Permit is granted for said Lot.

Section 7. Signs. No signs or banners of any kind or nature, whether by Owner or agent, shall be placed upon any Lot or residence except the following:

- (a) A professionally constructed sign, of not more than eight square feet, or as governed by applicable Ordinances, which advertises the property for sale, or displaying a Builder or Architect during the construction of residence.
- (b) Such signs as the Declarant or its successors or assigns, designees, or agents may find a reasonably necessary or desirable for the promotion and/or sale of the property within the limits of the North Fond du Lac Zoning Code.

Section 8. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a total of two dogs, cats, or other household pets may be kept, provided that such pets are not permitted outside the Owners Lot unattended.

Section 9. Commercial Activities. No commercial activities of any kind shall be conducted on any Lot or on any portion of the Subdivision. The foregoing restrictions shall not apply to the commercial activities of the Declarant or its agents and designees, or the use or operation of sales offices on any Lots owned by the Declarant.

Section 10. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste; same shall not be kept except in sanitary containers. All equipment for the storage of such material shall be kept in a clean and sanitary condition, and in an inconspicuous place.

Section 11. Nuisances. No noxious, or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 12. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, nor shall any boat, truck, trailer, or recreational vehicle be stored on any Lot except in an enclosed garage.

Section 13. Radio or T.V. Antennae. No radio or television receiving or transmitting antennae or external apparatus or ham radio towers (excluding small satellite dishes) shall be installed on any Lot or building

thereon, except as permitted by the Architectural Control Committee, in the same manner as set forth in Section 2 herein.

Section 14. Fences. No fencing shall be allowed on any Lot without the prior approval of the Architectural Control Committee. In reviewing any request for a fence, the Committee shall take into consideration the height, materials, color and appearance, as well as the goal of preserving the open natural feeling of the Subdivision.

Section 15. Mailbox. All mailboxes and mailbox support posts shall be of uniform size, style, color, appearance and materials as determined by the Architectural Control Committee.

Section 16. Swimming Pools. In-ground and above-ground swimming pools shall be permitted subject to the approval of the Architectural Control Committee. They must be installed in the back yard and meet all Village and County ordinances and specifications.

Section 17. Clothes Lines. Must be installed in the backyard and subject to the approval of the Architectural Control Committee.

Section 18. Maintenance of Easement Areas. Easements for installation and maintenance of the utilities, sewer pipelines and facilities and drainage facilities over each of said Lots, and all pipelines and other facilities located and to be located in said easements are reserved as shown on the recorded Plat of Subdivision or as created in accordance with this Declaration of Covenants, Conditions, and Restrictions and any amendments hereof. Within these easements, no structure, planting or other materials 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 in the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, a private or public utility company or the Association is responsible.

Section 19. Utilities. Electric, telephone and cable television services shall be provided by the installation of underground service lines.

Section 20. Grading. Declarant and Lot Owner shall comply with grading plans as set forth in the Development Agreement dated as of November 14th, 2006 and as filed with the Village Engineer of North Fond du Lac. Maintenance of Lot grade shall be the responsibility of the Lot Owner as of the date of transfer of title of the Lot from the Declarant to the Lot Owner.

Section 21. Public Right of Way. Installation of any improvement upon the public right of way shall be subject to issuance of a permit by the Village of North Fond du Lac or other applicable government agency.

Section 22. Retention Ponds. There shall be no swimming, wading, boating, or activities of any kind in or around the Retention Ponds. No objects of any kind shall be thrown into the Retention Ponds.

ARTICLE TWELVE

INSURANCE

The Association shall obtain and maintain a policy or policies of comprehensive general liability insurance insuring on an occurrence basis the

Association, its Directors, officers, Owners, the Members, and their agents and employees against claims for personal injury, including death and property damage; arising out of any occurrence in connection with the ownership of the Out Lot and Retention Ponds or the occupancy, use, supervision, operation, repair, maintenance or restoration of the Out Lot and/or Retention Ponds, or in connection with any act or omission of or in behalf of the Association, its Board of Directors, officers, committee members, agents or employees within the Subdivision. Such policies shall be in the amount as determined by the Board of Directors of the Association but not less than \$1,000,000.00 for bodily injury, including death, and property damage arising out of a single occurrence, and shall contain a provision that they may not be cancelled without at least thirty (30) days prior to notice to the Association, the Owners, and the first Mortgagees of the Lots; in addition the Association shall obtain and maintain such other insurance in such limits and for each purpose as the Association may, from time to time, deem reasonable and appropriate.

ARTICLE THIRTEEN

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association, and any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the

right to do so thereafter. Breach of any of the covenants shall not defeat or render invalid the lien of any mortgage or trust deed made in good faith and for value as to said Lots or property, or any parts thereof, but such provisions, restrictions or covenants shall be binding and effective against any Owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

Section 2. Severability. Invalidation of any one or more of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, Association, or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns. This Declaration may be amended by an instrument signed by Lot Owners comprising not less than sixty-seven percent (67%) of the total votes collectively held by all classes of Members with the written consent of mortgagees holding at least fifty-one per cent (51%) of the outstanding mortgages on the Lots in the Subdivision. Any such amendment that has the effect of (i) terminating this Declaration or (ii) terminating the legal status of the Association shall require the written consent of mortgagees holding at least sixty-seven per cent (67%) of the outstanding mortgages on the Lots in the Subdivision and the approval of the Village. Notwithstanding the foregoing, in the event the Declarant desires to amend this Declaration; (i) to correct a technical or typographical error or to clarify any provisions herein which are otherwise vague, or (ii)

for the sole purpose of causing the Declaration to comply with form and substance as may be required by either the Federal Housing Administration (FHA) or the Veterans Administration (VA) to enable the sales of Lots from the Subdivision to qualify for the insurance by either such agency of end mortgage loans made to Owners of such Lots, or (iii) as may be required to conform to the published manuals or guidelines of any governmental, quasi-governmental or private agency engaged in the business of the purchase of mortgage loans, including, but not limited to Federal Home Loan Mortgage Corporation (FHLMC) and Federal National Mortgage Association (FNMA) for the purchase of mortgage loans made on Lots in the Subdivision, it may do so by an instrument signed by Declarant without the consents of Owners, mortgagees, FHA, or VA, but shall give notice of any such amendments to all Owners, the FHA, or VA, and all mortgagees of Lots who have requested the same in writing. The failure to give such notice shall not affect the validity or effectiveness of such amendment. In furthance of the foregoing, a power coupled with an interest is hereby reserved to Declarant, as Attorney-in-fact to so amend the Declaration as provided in this Section 3, and each deed, mortgage or other instrument with respect to a Lot and acceptance thereof shall be deemed a grant and acknowledgement of and a consent to such power of said attorney-in-Fact. In addition and notwithstanding any provision to the contrary, this Declaration may be amended by Declarant without the consent of Owners, Mortgagees, Lien-Holders, or any other party for purpose of amending the Declaration in order to submit other Lots, real estate and land to this Declaration as as provided herein. Any amendment must be recorded with

the Register of Deeds of Fond du Lac County. Further, this Declaration may not be amended to impose any liability or responsibility upon the Declarant which is not set forth herein and there shall be no amendment of this Declaration which would impair any of the rights or reservations of the Declarant hereunder. Notwithstanding any provision to the contrary, Sections 5, 14, 15, 16, 17, and 18 of Article Eleven shall not be amended without the approval of the Village.

Section 4. Quorum. Unless otherwise specified to the contrary in any provision of this Declaration, the presence of Members or of proxies entitled to cast thirty percent (30%) of the total votes collectively held by all classes of Members shall constitute a quorum for any meeting of the Members of the Association. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in the ByLaws of the Association and the required quorum at such subsequent meeting shall be fifty percent (50%) of the required quorum of the proceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Future Stages Of Development. The Declarant, its successors and assigns shall have the right at its option, to bring within this Declaration from time to time future stages of development consisting of the real estate which is owned by or may be acquired by the Declarant. Such future stages may be added from time to time in the sole discretion of the Declarant and shall not be bound by this Declaration unless the Declarant records a supplemental or additional declaration or amendment which expressly extends the provisions of this Declaration to each such

future stages. Except with respect to increasing the number of Lot Owners, the number of Lots included in the Subdivision and adding to the Out Lot, such supplemental and additional declaration(s) and amendments shall not revoke, modify or add to the covenants established by this Declaration. It is understood that the Subdivision shall not contain more than 75 Lots upon which a home may be constructed thereon.

Section 6. Term of Declaration. This Declaration (and any amendments) shall be binding for a period of twenty (20) years (from the date on the Declaration is recorded) upon all Lot Owners. Upon the expiration of all of such initial twenty (20) year period, this Declaration shall be automatically renewed for a successive period of ten (10) years and thereafter renewed for successive periods of ten (10) years upon the expiration date of the prior renewal period, unless the Village agrees to said termination or there is recorded an instrument executed by the Lot Owners of at least sixty-seven percent (67%) of all Lots in the Subdivision and mortgagees holding at least sixty-seven percent (67%) of the mortgages on the Lots in the Subdivision terminating this Declaration, in which event this Declaration shall terminate upon the recording of such instrument of termination or expiration of the initial twenty (20) year term, whichever occurs earliest.

Section 7. Non-liability. To the fullest extent permitted by law, the Declarant (or any of its directors, officers, employees, and agents), the Association, the Board of Directors, officers, any Committee or any member thereof shall not be liable to any Lot Owner or any other person or entity for any damage, loss or prejudice suffered or claimed on account of any

decision, approval, or disapproval of drawings or specifications, course of action, act, inaction, omission, error, negligence or the like made in good faith.

Section 8. Disclaimer. Notwithstanding any other provision(s) of this Declaration, the Declarant is under no obligation to any Lot Owner to develop or plat at any time any portion(s) of the Subdivision not already platted as of the date of recording this Declaration.

Section 9. Lot Owner's Lack of Authority to Bind Association. No Lot Owner (other than officers of the Association) shall have any authority to act for the Association or other Lot Owners, as agent or otherwise, nor to bind the Association or the other Lot Owners to contracts, negotiable instruments or other obligations or undertakings of any kind.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal on the date first above written.

Prospect Park Home Owners Association

By: _____
Thomas W. Jungck
Rozanski

By: _____
Bradley J.

By: _____
Karen M. Jungck

By: _____
Sandra L. Rozanski

ACKNOWLEDGEMENT

STATE OF _____)
)SS.
_____ COUNTY

Personally came before me this _____ day of _____, 2007 the above-named people known to me to be the persons whose name is subscribed to the foregoing Declaration of Covenants, Conditions, and Restrictions and he acknowledged that he executed the same for the purpose therein contained.

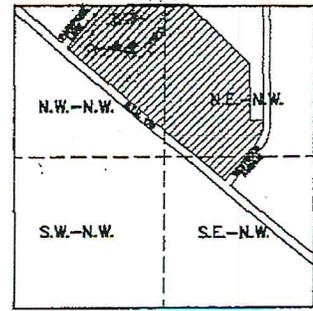
Notary Public
State of _____
_____ County

My commission expires: _____

This document was drafted by:
Thomas W. Jungck
13501 W. Green Meadow Dr
New Berlin, WI 53151

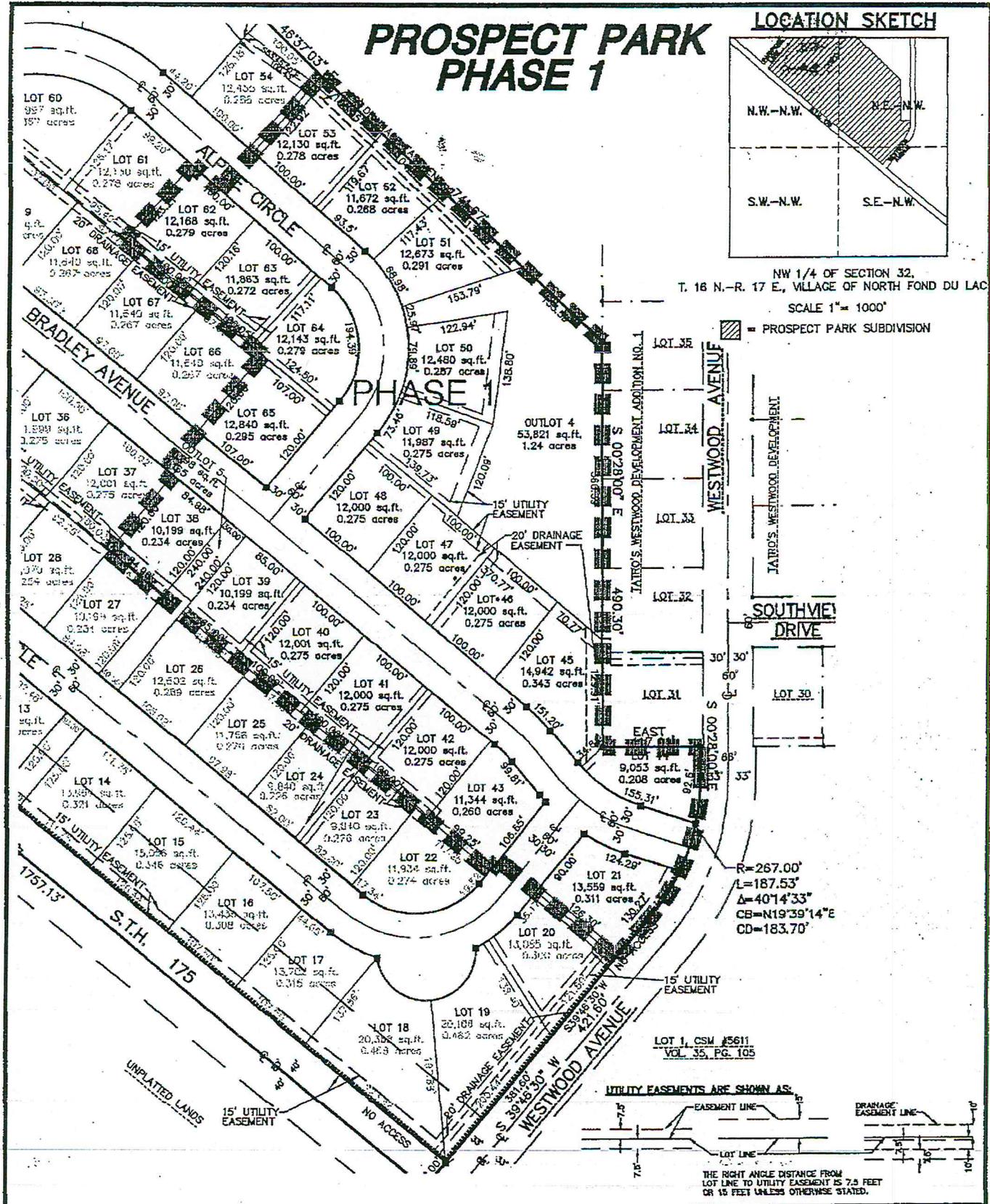
PROSPECT PARK PHASE 1

LOCATION SKETCH



NW 1/4 OF SECTION 32,
T. 16 N.-R. 17 E., VILLAGE OF NORTH FOND DU LAC
SCALE 1" = 1000'

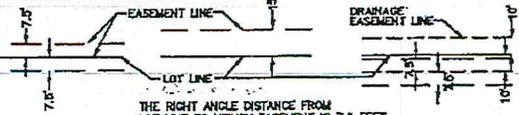
■ = PROSPECT PARK SUBDIVISION



R=267.00'
L=187.53'
Δ=40°14'33"
CB=N19°39'14"E
CD=183.70'

LOT 1, CSM #5611
VOL. 35, PG. 105

UTILITY EASEMENTS ARE SHOWN AS:



THE RIGHT ANGLE DISTANCE FROM LOT LINE TO UTILITY EASEMENT IS 7.5 FEET OR 15 FEET UNLESS OTHERWISE STATED.



EXCEL ENGINEERING INC.
100 CAMELOT DRIVE
FOND DU LAC, WI 54633
PH: (920) 825-9800
FAX: (920) 825-9801

