

**WALNUT HEIGHTS**

Lot #	Price	Sq. Ft.
1	\$30,900	10,117
2 offer	<del>SOLD</del>	10,459
3 offer	<del>SOLD</del>	11,043
4	\$31,900	10,470
5	\$34,900	19,129
6 offer	<del>SOLD</del>	15,255
7 sold	<del>SOLD</del>	11,343
8	\$29,900	12,408
9	\$34,900	13,623
10 offer	<del>SOLD</del>	9,743
11 offer	<del>SOLD</del>	10,681
12 offer	<del>SOLD</del>	10,106
13	\$31,900	10,109

Butterflies Meats Meadows II

Nelson Rd Algoma

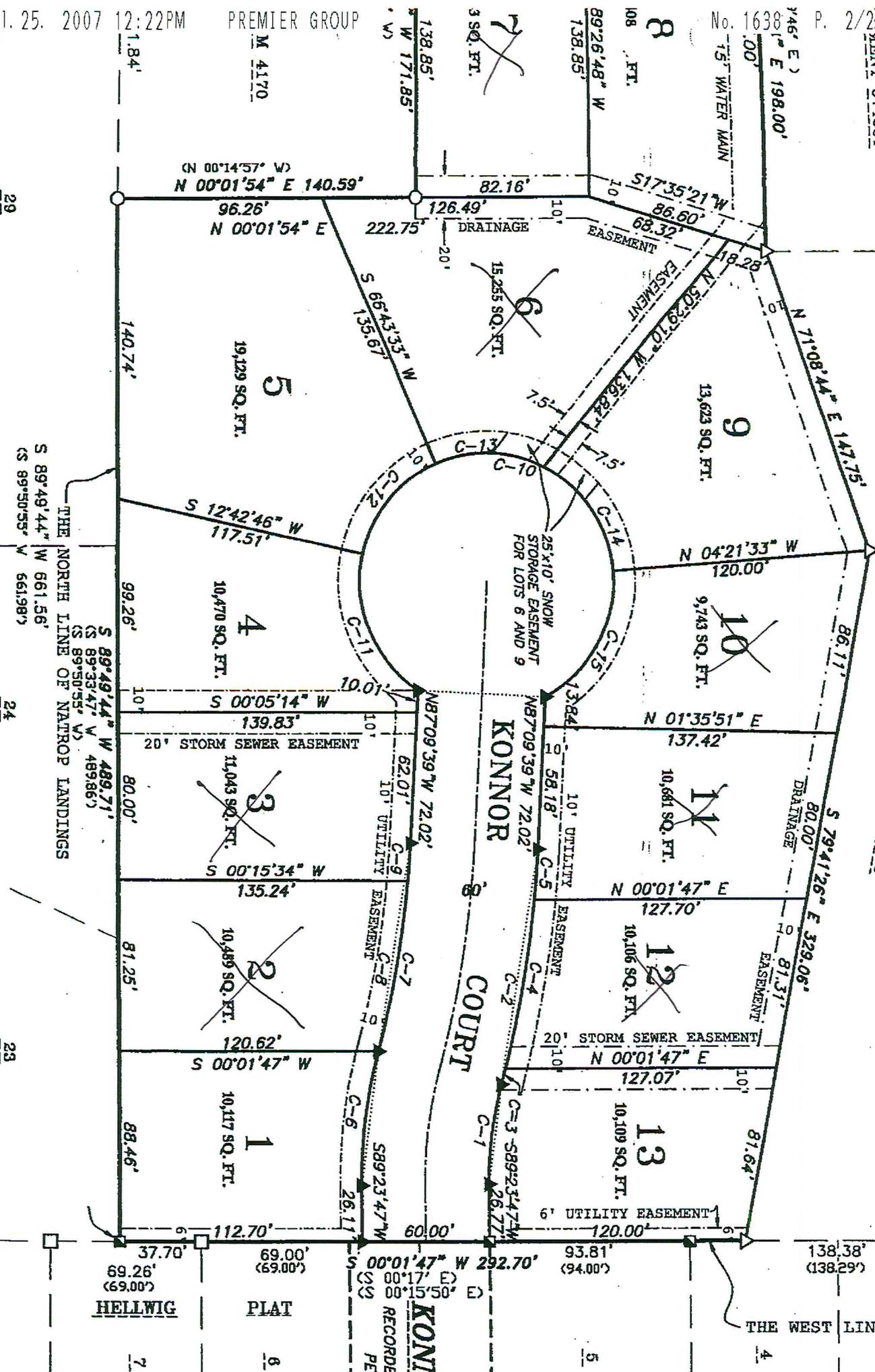
Julie Jones - Family Farm

Tn. of Algoma

Walnut Heights  
 Hwy 21 into Onro  
 left McKinley  
 Konnor Ct. on right  
 2 homes + a foundation

PLATTED LANDS  
PAYMENT 674884

No. 1638  
1" E 198.00'



29

24

23

NATROP

LANDINGS

HELLWIG

PLAT

KONNOR

COURT

KONNOR

LOT 1 CSM 5989

7

8

RECORDED PER

5

4

3

THE WEST LINE OF HEL

THE NORTH LINE OF NATROP LANDINGS

S 89°49'44" W 489.71'  
 (S 89°33'47" W 489.86')  
 (S 89°50'55" W)

S 89°49'44" W 661.56'  
 (S 89°50'55" W 661.98')

(N 00°14'57" W)  
 N 00°01'54" E 140.59'

S 12°42'46" W  
 117.51'

S 00°05'14" W  
 139.83'

20' STORM SEWER EASEMENT

S 00°15'34" W  
 135.24'

S 00°01'47" W

00°01'47" W 292.70'

(S 00°17' E)  
 (S 00°15'50" E)

517°35'21" W  
 86.60'

68.32' EASEMENT

N 50°28'10" W 136.82'

N 04°21'33" W  
 120.00'

N 01°35'51" E  
 137.42'

N 00°01'47" E  
 127.70'

N 00°01'47" E  
 127.07'

6' UTILITY EASEMENT

13,623 SQ. FT.

9,743 SQ. FT.

10,661 SQ. FT.

10,106 SQ. FT.

10,109 SQ. FT.

19,129 SQ. FT.

10,470 SQ. FT.

11,043 SQ. FT.

10,489 SQ. FT.

10,417 SQ. FT.

15,255 SQ. FT.

138.85'  
 W 171.85'

3 SQ. FT.

89°26'48" W  
 138.85'

108 FT.

15" WATER MAIN

198.00'

82.16'

222.75'

S 66°43'33" W  
 135.67'

C-13  
 C-12  
 C-11

C-10  
 C-14  
 C-15

N 87°09'39" W 72.02'

C-9  
 C-8  
 C-7

C-6  
 C-5  
 C-4  
 C-3

S 89°23'47" W  
 26.11'

60.00'

25'x10' SNOW STORAGE EASEMENT FOR LOTS 6 AND 9

N 87°09'39" W 72.02'

C-2  
 C-1

26.77'

26.77'

93.81' (94.00')

138.38' (138.29')

37.70' 69.26' (69.00')

69.00' (69.00')

60.00'

93.81' (94.00')

120.00'

138.38' (138.29')

7

8

RECORDED PER

5

4

3

THE WEST LINE OF HEL

1 PROPERTY OWNER: Walnut Heights LLC Eric Hoffmann Member  
2 PROPERTY ADDRESS:  
3 OWNER HAS OWNED THE PROPERTY FOR \_\_\_\_\_ YEARS.

See Lines 63-70 on reverse side.

4 CIRCLE ONE ANSWER: Explain any "yes" or "unsure" answers in the blank lines following question #21.

- 5 (1) Are you aware of planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property?  yes  no  unsure
- 6 (2) Are you aware of any government agency or court order requiring repair, alteration or correction of any existing condition?  yes  no  unsure
- 7 (3) Are you aware of any completed or pending Property tax reassessment of the Property?  yes  no  unsure
- 8 (4) Are you aware of any land division involving the Property, for which required state or local approvals were not obtained?  yes  no  unsure
- 9 (5) Are you aware of any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal regulations?  yes  no  unsure
- 10 (6) Are you aware of any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation Plan, or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program?  yes  no  unsure
- 11 (7) Are you aware of any boundary disputes or material violation of fence laws (Wis. Stats. Ch. 90) which require the erection and maintenance of legal fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes?  yes  no  unsure
- 12 (8) Are you aware of material violations of environmental rules or other rules or agreements regulating the use of the Property?  yes  no  unsure
- 13 (9) Are you aware of conditions constituting a significant health or safety hazard for occupants of Property?  yes  no  unsure
- 14 (10) Are you aware of underground storage tanks on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil?  yes  no  unsure
- 15 (11) Are you aware of underground storage tanks for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil, previously located on the Property?  yes  no  unsure
- 16 (12) Are you aware of high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property?  yes  no  unsure
- 17 (13) Are you aware of wells on the Property required to be abandoned (Wis. Adm. Code NR 112.26) but which are not abandoned according to state regulations?  yes  no  unsure
- 18 (14) Are you aware of cisterns or septic tanks on the Property?  yes  no  unsure
- 19 (15) Are you aware of subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property?  yes  no  unsure
- 20 (16) Are you aware of a lack of legal vehicular access to the Property from public roads?  yes  no  unsure
- 21 (17) Are you aware of prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program? (Wis. Stats. §94.73).  yes  no  unsure
- 22 (18) Are you aware of any other conditions or occurrences which would significantly increase the cost of development or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence?  yes  no  unsure
- 23 (19) Land sold with the property has been assessed as agricultural land under Wis. Stat. §70.32 (2r) (use-value assessment). \*  yes  no  unsure
- 24 (20) Land sold with the property has been assessed a penalty under Wis. Stat. §70.32(2) (use-value assessment).  yes  no  unsure
- 25 (21) Land sold with the property has been assessed a penalty under Wis. Stat. §70.32 (4) (use-value assessment) which has been deferred.  yes  no  unsure

50 EXPLANATIONS OF "YES" OR "UNSURE" ANSWERS

51 1- Road + Curb + Gutter + Sidewalk to be installed by developer  
52 2- These lots are newly created & will be assessed at a later date

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by phone at 877-234-0085.

53 The Owner certifies that the information in this report is true and correct to the best of Owner's knowledge as of the date below.

54 (X) Eric Hoffmann Member Aug 1, 2006 (X) \_\_\_\_\_  
55 Signature ▲ Date ▲ Signature ▲ Date ▲

56 Broker certifies that Broker has inspected the property and unless otherwise indicated, Broker is not aware of any defects other than those disclosed by this report or of information inconsistent with this report.

58 (X) [Signature] (X) \_\_\_\_\_  
59 Broker ▲ By ▲ Date ▲

60 I acknowledge receipt of a copy of this report.

61 (X) \_\_\_\_\_ (X) \_\_\_\_\_  
62 Buyer's Signature ▲ Buyer's Signature ▲

UTILITY EASEMENT PROVISIONS

LAND DEDICATED

AN EASEMENT FOR ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY ERIC HOFFMANN, GRANTOR, TO

OR OR

SBC ALLIANT ENERGY CHARTER COMMUNICATIONS

GRANTEES,

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED AND FOR SOUNDS AND SIGNALS, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT AREAS" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, OR ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES OR COMMUNICATION FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. BUILDINGS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT AREAS" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES: AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN FOUR INCHES WITHOUT THE WRITTEN CONSENT OF GRANTEES. THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INSURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

C... WITH... Y... ONS IN... IAL... HTS.

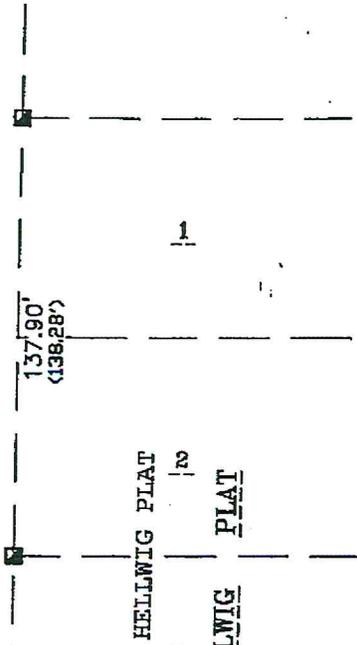
*Eric Hoffmann* 12/11/06  
ERIC HOFFMANN DATE

N  
EIGHTS IN THE CITY OF OMRO, IS  
COMMON COUNCIL OF THE CITY OF

3/2/07  
DATE

HE FOREGOING IS A COPY OF A  
HE COMMON COUNCIL OF THE CITY OF

*Ter* 3/7/07  
DATE



Document Number

**DECLARATION OF  
PROTECTIVE COVENANTS**

**1427959**

**REGISTER'S OFFICE  
WINNEBAGO COUNTY, WI  
RECORDED ON**

**03/07/2007 02:45PM**

**JULIE PAGEL  
REGISTER OF DEEDS**

**RECORDING FEE 31.00**

**TRANSFER FEE**

**# OF PAGES 11**

Recording Area

Name and Return Address

**Attorney Russell J. Reff  
P.O. Box 1190  
Oshkosh, WI 54903-1190**

Parcel Identification Number (PIN)

**This instrument was drafted by:  
Attorney Russell J. Reff, Attorney-at-Law  
217 Cease Avenue, PO Box 1190  
Oshkosh, WI 54903-1190  
(920) 231-8380**

### DECLARATION of PROTECTIVE COVENANTS

This Declaration of Protective Covenants of Walnut Heights, LLC ("Declaration") is made and entered into this \_\_\_\_ day of March, 2007 by Walnut Heights, LLC, a Wisconsin limited liability company ("Declarant"), and is a declaration of conditions, covenants, restrictions, reservations, easements and/or assignments (collectively, "Covenants") for the development of Walnut Heights ("Subdivision"), being Lots 1 through 13 of Walnut Heights Plat (each a "Lot" and collectively, "Lots") in the City of Omro ("City"), as ~~represented by the attached plat~~.

WHEREAS, Declarant is the owner of all of the Lots in the Subdivision; and

WHEREAS, Declarant desires to control the purpose for which the Lots are used, to maintain a high standard of quality with respect to the development and maintenance of the Lots and the structures constructed thereon, and to facilitate the same, to obligate the fee simple owner of each of the Lots, or any part thereof ("Owner" or collectively "Owners") to be bound by the Covenants for the benefit and protection of the investment of each Owner.

NOW, THEREFORE, Declarant, as fee owner of the Lots, by this Declaration establishes and imposes certain Covenants and uses upon such real property and it specifies that the provisions of this Declaration shall constitute Covenants running with the land, which shall be binding upon Declarant, its successors and assigns, and all subsequent Owners and occupants of all or any part of such real property.

1. **SINGLE-FAMILY RESIDENCES.** The Lots shall be used for single-family residential purposes only and shall have not less than a two-car garage attached to the main dwelling. The Architectural Control Committee ("ACC") must approve the location and design of any other outbuilding. No motor vehicle, trailer, basement, tent or shack shall at any time be used as a residence. Each Lot shall be occupied and used only for single-family residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the Subdivision, except for: (i) the incidental use of a Lot for personal business conducted by mail, e-mail and telecommunications, which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any "Rules" (as defined below) relating to such burdens; (ii) the sale of Lots, subject to the other provisions hereof and any Rules related thereto; or (iii) the establishment of offices by Declarant or its agents for sales of Lots. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a Lot as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for permanent living or sleeping for family or guests.
2. **MINIMUM FLOOR AREA.** The residence constructed on a Lot shall have a minimum living area of 980 square feet. Living area is defined as floor area on all levels totally above the exterior finish grade, excluding garages and seasonal

porches. The above minimum floor area requirements may be reduced by the ACC, as provided in Paragraph 4(g), in the event the proposed architectural design and quality of the house is such that it represents an appearance comparable or superior to the appearance of the other houses built in the Subdivision.

3. **RELOCATION OF EXISTING STRUCTURES PROHIBITED.** No building constructed elsewhere shall be moved upon a Lot. No structure, trailer, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot without written approval of the ACC, except for construction trailers during construction on the Lot and sales trailers maintained by Declarant and its successors and assigns.
4. **ARCHITECTURAL CONTROL COMMITTEE.**
  - a. **ACC Composition.** Declarant shall establish an ACC. The initial ACC shall consist of Eric Hoffmann. One or more ACC members may delegate their ACC duties to any one or more of the other ACC members. After Declarant conveys to purchasers one hundred percent (100%) of the Lots, then the initial member(s) of the ACC shall elect the three (3) new members from the Owners of Lots to serve on the ACC.
  - b. **No Development without Prior Approval.** None of the following activities shall be commenced on the Lot without the prior approval of the ACC: (i) commencement of construction of any building or other improvement regulated by these Covenants on any Lot; (ii) reconstruction of any building or other improvement regulated by these Covenants following a casualty loss; (iii) the demolition of any building or other improvements on any portion or portions of a Lot; (iv) the initial painting, or subsequent decoration or alteration of the exterior of any building or other improvement on a Lot; or (v) the installation of an awning enclosure, hot tub, deck, swimming pool, fences or other landscape features on a Lot.
  - c. **Submission of Plans and Specifications.** Not less than ten (10) days prior to the commencement of any of the activities referred to in subparagraph B above, the Owner of the Lot shall submit two (2) copies of the following information to the ACC for consideration: (i) detailed construction plans and specifications (including color schemes and materials); (ii) a survey prepared by a licensed surveyor showing the location and elevation of the proposed residence and any accessory structures; and (iii) a grading plan showing the finished elevations of the Lot and the elevations of the adjacent Lots ("Plans and Specifications").
  - d. **Standards and Procedural Matters of Consideration.** The ACC may impose a reasonable fee for the review of the Plans and Specifications to compensate it for its time and effort in reviewing the Plans and Specifications. The ACC

shall not unreasonably refuse to review submitted Plans and Specifications; provided that any fees imposed by the ACC have been paid. In considering any Plans and Specifications, the ACC shall consider, among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint color), landscaping, the placement and protection of trees, and such other matters proposed in such Plans and Specifications comply with the terms of this Declaration and the municipal ordinances and otherwise are, in the ACC's sole discretion, in keeping with and do not detract from or depreciate any portion of the Subdivision, whether then underdeveloped, developed or in the process of development, even if the Plans and Specifications do not violate any of the standards set forth in this Declaration. The ACC may approve the Plans and Specifications (absolutely or conditionally), may object to Plans and Specifications (absolutely or conditionally), or may state that it has no objection to the Plans and Specifications (absolutely or conditionally). Approval must be express and in writing. If the ACC fails to approve, object or conditionally approve the Plans and Specifications within twenty (20) business days after the submittal of the complete Plans and Specifications and payment of any review fee, the ACC shall be deemed to have accepted the Plans and Specifications as submitted. If the ACC objects to the Plans and Specifications, in whole or in part, for any reason, the submitting Owner shall thereafter resubmit Plans and Specifications to the ACC with such revisions as may be required by the ACC. Each time an Owner so submits the Plans and Specifications, the ACC shall have the right to approve, conditionally approve or object to the Plans and Specifications as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Plans and Specifications, the improvements described therein shall be developed strictly in accordance with the approved Plans and Specifications. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Plans and Specifications shall be required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional six (6) months if it determines that delay has been primarily caused by factors outside the control of the Owner, and further that the initial driveway need not be completed until the time period specified.

- e. Prior Approval of Changes. If after the completion of the improvements to a Lot, the Owner desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the Lot, the Owner shall comply with the provisions of this Section 4 above. A proposed alteration will be deemed substantial if it affects the location or the exterior appearance of the approved improvements.
- f. Separate City Approval. Matters that require approval of the ACC may also require approval of the City. Obtaining approval from the ACC and from the City is solely the responsibility of the Owner desiring approval. Approval of

Plans and Specifications by the ACC shall not be deemed approval by the City and approval by the City shall not be deemed approval by the ACC.

- g. Uniformity Standards: Waiver. Certain standards of architectural control are set forth herein. The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may waive any such standards which it has adopted, may waive any standard and may modify any floor areas requirements up to ten percent (10%). The ACC may in its discretion also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such waiver or approval must be express and in writing. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard. Any variance granted hereunder may be conditioned, and may be permanent or time limited (and if not expressly time limited will be deemed to be effective for so long as the use of the Lot is not materially altered). The ACC may waive any standard as above even in the absence of an "unnecessary hardship". Judicially determined standards for granting variances under zoning regulations shall not apply to the ACC.
- h. Indemnification. Each member or former member of the ACC, together with the personal representatives and heirs of each such person shall be indemnified by the owners of the Lots against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by, or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason or service as a member thereof, except as to matters resulting in a final determination of negligence or willful misconduct in the performance of such person's duties as a member of the ACC. This right of indemnification shall be in addition to all other rights and defenses. All liability, laws, damages, costs and expenses incurred in connection with this indemnification shall be shared equally by the owners of the Lots. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as a lot owner, occupant or otherwise.
- i. Minimum Construction Standards.
1. In addition to other requirements set forth herein, the following standards shall be adhered to in the design and construction:
  2. All roof pitches shall be 5/12 or greater, and all chimneys and exterior flues shall be enclosed.
  3. Brick, stone, vinyl and most wood siding types will be permitted. However, "Texture-11", hardboard or other similar siding is not

permitted. All wood siding must be sealed, stained, or painted. Trim siding and roofing colors must be coordinated to provide the most esthetic combination.

The ACC shall exercise its approval of authority and discretion in good faith, and all Owners, by their acceptance of their deeds or any other interest in a Lot, agree to hold the ACC harmless of any perceived discrepancies in ACC's good faith performance of its duties.

The ACC shall not be responsible for inspecting any construction to ensure compliance with the Plans and Specifications, but any Owner, including Declarant, shall have the right to bring legal action to enjoin any noncompliance or violation.

#### 5. SITE MAINTENANCE, EROSION CONTROL, AND CONSTRUCTION.

- a. Site Preparation. The section of any roadway shoulder that will be used for a driveway entrance onto a Lot must be marked at the time the residence is staked. The roadway shoulder must then be cut in the marked area before excavation is begun. All equipment and trucks must enter the site from the roadway at the cut location. Any storm drain inlet shall be protected with straw bales, filter fabric or equivalent barrier. Filter fences, straw bales or equivalent control measures shall be placed along all slopes of the site. If an area of concentrated runoff passes through the site, filter fences shall be placed along the edges of the areas to control sediment. Erosion from piles of dirt shall be controlled with tarpaulins, hay bales or other suitable filtering barriers. A debris dumpster must be placed on the Lot before any trash or construction debris is generated. A portable toilet must be provided for use by the construction workers. Snow fencing, or other appropriate barriers must be set up to protect any trees or shrubs on the Lot that could be damaged by construction activity.
- b. Roads. All roads are to be kept clean at all times. If dirt or debris is deposited on any road by vehicles entering or leaving a Lot, the builder is responsible for having that dirt or debris removed. Such cleaning is to be done by physical removal not flushing. Dirt and debris are to be cleaned up daily. Construction materials may be deposited within the boundaries of the Lot only. Such materials may not be placed or stored on any road.
- c. Construction Work Within Lot Boundaries. All construction work and material deposit or storage must be confined within the boundaries of the Lot on which the residence is being constructed. Excavation dirt must not be piled so close to any Lot boundary so as to damage the landscaping or block the drainage on any adjacent city property.

- d. General Construction Site Maintenance. Each builder is responsible for insuring that the Lot being built on is kept clean at all times. All construction debris must be deposited in the dumpster on the Lot and not allowed to accumulate on the ground. Each trash dumpster must be emptied with sufficient frequency so that it is not allowed to overflow. Builder and subcontractor employees are not permitted to enter adjacent Lots or any Lots other than the one on which they are working.
6. GRADING AND DRAINAGE. All fill moved from any Lot shall be moved to another Lot within the Subdivision at the discretion of the ACC, if the ACC determines that additional fill is necessary.
7. EROSION CONTROL. Any structure, lawn, culvert, or other land disturbing activity shall be installed following the guidance of the "Required Erosion Control Practices" of the City of Omro. It is intended that the Subdivision shall have a low impact on the environment. The cost of any erosion control practices shall be borne by the Lot owner. No Lot owner shall block, dam, or otherwise obstruct the flow of surface water drainage so as to cause such water to back up onto the Lot of another or so as to restrict the use or enjoyment of any other Lot by any other Lot owner.
8. DRIVEWAYS AND CULVERTS. Driveway culverts, if any, shall be the responsibility of the Owner of the Lot, including the cost of installation and maintenance. Driveways shall be installed according to City standards for driveways on City streets. Driveways must be finished with blacktop, brick, or concrete within one (1) year of the completion of the residence on the Lot.
9. ZONING. All Lots and improvements are further subject to all applicable zoning laws, ordinances and building codes.
10. ENVIRONMENTAL MATTERS. The owner of the Lot shall comply with all applicable governmental statutes, ordinances, regulations or rules related to the storage, transport and release to, from, on or in the Lot of any substance or compound governed by any one or more of Wis. Stats. Chapter 292 (as the same may be renumbered from time to time); Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); Toxic Substances Control Act ("TOCSA"); Resource Conservation and Recovery Act ("RCRA"); and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials, all as in effect from time to time.
11. NO FURTHER DIVISION. No Lot may be further subdivided without the approval of the City of Omro and the ACC.
12. LOT APPEARANCE. The Owner of the Lot shall be responsible for maintaining the Lot in the condition and complying with the requirements of these Covenants, as determined by the ACC in its sole discretion. Post-construction Lots shall be

maintained in accordance with Paragraph 10 of these Covenants and shall comply with all existing ordinances, as decided by the ACC in its sole discretion. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the ACC. No incineration of waste is permitted on a Lot. Lots shall be kept free of debris during construction of improvements there on by maintenance of a dumpster on-site.

13. **SIGNS.** No signs of any type shall be displayed in public view on any Lot without prior written consent of Declarant, except signs maintained by Declarant and lawn signs of not more than eight square feet in area advertising a Lot for sale.
14. **PETS.** No more than three domestic animals may be kept on any Lot on the condition that (i) the pet is not permitted on any of the common areas while unattended; (ii) the owner of the pet shall comply with such further Rules of pet ownership as may be promulgated by Declarant; (iii) the pet is licensed by the City or appropriate licensing authority, if required under applicable ordinances; and (iv) commercial animal boarding, kenneling or treatment is prohibited, whether for fee or not. No other animals, livestock, or poultry or any kind shall be raised, bred, or kept on the Lot. Each pet owner is responsible for the timely disposition of all animal waste on the property, including all other Lots as well as common areas.
15. **PARKING OF VEHICLES.** The parking of a service vehicle owned or operated by owner or occupant of a Lot is prohibited, unless the service vehicle is kept in a garage. No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. The storage of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles or commercial vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot, except in a garage.
16. **OUTSIDE STORAGE.** The patio, deck or balcony of the residence on a Lot shall not be used for storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons.
17. **TRASH.** All trash and waste shall be kept in sanitary containers. No trash or waste container is to be put outside of any residence sooner than the day before regularly scheduled pickup. All empty containers shall be removed from the curb within 24 hours after pickup.
18. **EASEMENTS.**
  - a. **Right of Entry.** A right of entry to each Lot is reserved to service utility

installations located on, in, or under the Lot, provided the request for entry is made in advance and such entry is limited to the scope reasonably necessary to service such utility installations. In case of emergency, entry by an agent of the Declarant or the ACC onto a Lot may be made immediately, whether the owner or occupant of the Lot, is or is not present and without liability of the Declarant, the ACC or its agent, if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

- b. Utility Easements. Utility easements shall be granted at no cost to the Declarant, any utility company or other owners for the purpose of running utilities to other Lots in the Subdivision. The location of such easement shall be determined by the ACC in conjunction with the appropriate utility company. All utilities must be underground.
- c. Drainage. An easement is reserved to the Declarant and the City over Lots for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements as shown on the certified plot map or in the drainage plan approved by the City.

19. AMENDMENTS. Except as otherwise provided herein, this Declaration may be amended only by the written consent of at least seventy-five percent (75%) or more of the Lot owners or by the Declarant alone. Except as otherwise provided herein, a Lot owner's written consent is not effective unless approved in writing by its mortgagee, if any, and unless the signature of the Lot owner is acknowledged before a notary. Regardless of the manner of adoption, no amendment shall adversely affect a special right or easement reserved to the Declarant under this Declaration, without the express written consent of the Declarant.

20. ENFORCEMENT ACTIONS. If any person shall violate any of these Covenants, the Owner of any Lot, including any other Lots later subjected to these Covenants by subsequent documents, shall have the right to bring legal proceedings against the person or persons violating these Covenants.

21. VALIDITY. Invalidation of any of the Covenants or any severable part of any declaration by judgment or court order, shall in no way affect any of the other provisions, which shall remain in full force and effect.

22. CONSTRUCTION AND EFFECT.

- a. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any general shall include all genders.

- b. Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.
- c. Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only in no way define or limit the scope of intent of the various provisions hereof.
- d. Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.
- e. Remedies. All remedies herein are cumulative.
- f. Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent, or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.
- g. Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved to all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded at the office of the Register of Deeds for Winnebago County, Wisconsin.
23. TERMINATION. This Declaration shall be in effect for a period of twenty five (25) years and automatically renewed for successive periods of ten (10) years each, unless terminated at the end of the original or any extended term by: (i) Declarant; or (ii) the written consent of the owners of at least ninety percent (90%) of the Lots. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the office of the Register of Deeds for Winnebago County, Wisconsin.

*IN WITNESS WHEREOF*, the undersigned has caused these Protective Covenants to be executed on 6 day of March, 2007.

WALNUT HEIGHTS, LLC



By: Eric W. Hoffmann, Manager

