

6 & 16 Trails End Ct.
Lots 26 & 27 Wildlife Acres
Single family residential lots
Section 26, Town 15 North, Range 17 East
City of Fond du Lac, Fond du Lac County, Wisconsin

Being sold at: Knights of Columbus Hall - 795 Fond Du Lac Ave, Fond du Lac, WI 54935

Thursday, March 26, 2020 @ 10:00 a.m.

Owners: Drendel Properties LLC

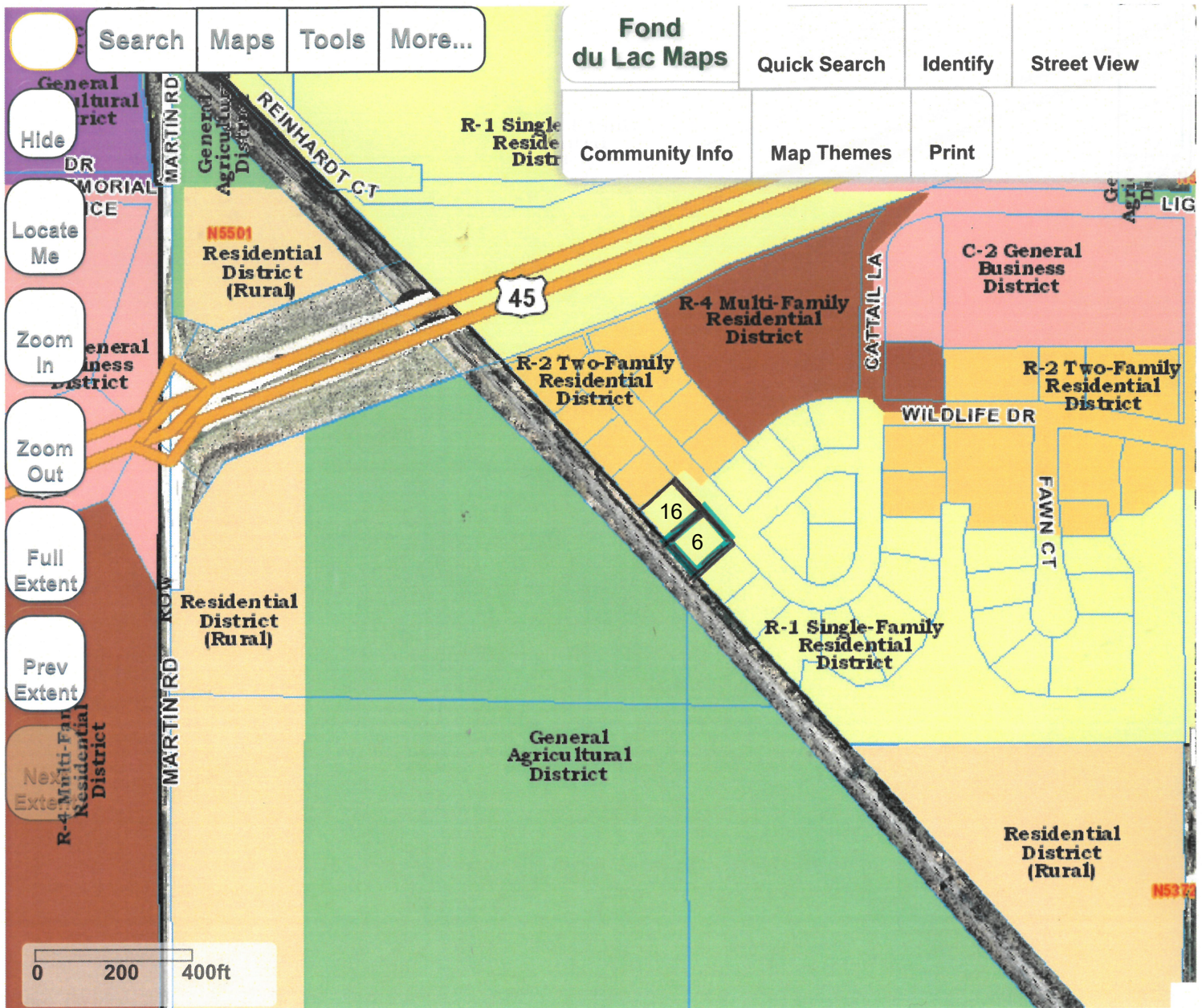
Terms: 5% down nonrefundable earnest money day of sale. To close by April 30, 2020.

Announcements on day of sale take precedence over printed information.



Located between Hwys. 41 and V south of Hwy. 151





16 Trails End Ct. = Lot 27

6 Trails End Ct. = Lot 26

Fond du Lac County, WI



Parcel Number	FDL-15-17-26-41-028-00	Site Address	6 TRAILS END CT
Owner	DRENDEL PROPERTIES LLC	Municipality Code	20226
Mailing Address 1		Municipality	CITY OF FOND DU LAC
Mailing Address 2		PLSS Location	
Mailing City		Acres	0.316
Mailing State	WI	Legal Description	Refer to the source document for actual legal description. SEC 26-15-17, PART OF N1/2 SE1/4 DESC AS: WILDLIFE ACRES, LOT 26.
Mailing Zip			



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 50 feet

FOND DU LAC COUNTY TREASURER
160 SOUTH MACY ST
PO BOX 1515
FOND DU LAC WI 54936-1515

**FOND DU LAC COUNTY - STATE OF WISCONSIN
PROPERTY TAX BILL FOR 2019
REAL ESTATE**

DRENDEL PROPERTIES LLC



Parcel Number: FDL1517264102800
Bill Number: 605523

605523/FDL1517264102800
DRENDEL PROPERTIES LLC

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

Location of Property/Legal Description
6 TRAILS END CT

SEC 26-15-17, PART OF N1/2 SE1/4 DESC AS: WILDLIFE
ACRES, LOT 26.

0.316 ACRES

Please inform treasurer of address changes.

ASSESSED VALUE LAND	ASSESSED VALUE IMPROVEMENTS	TOTAL ASSESSED VALUE	AVERAGE ASSMT. RATIO	NET ASSESSED VALUE RATE	NET PROPERTY TAX
100	0	100	1.006534269	0.02298698 (Does NOT reflect credits)	2.30
ESTIMATED FAIR MARKET VALUE LAND	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS	TOTAL ESTIMATED FAIR MARKET VALUE	<input type="checkbox"/> A star in this box means unpaid prior year taxes.	School taxes also reduced by school levy tax credit	
See Reverse, Use Value Assessment				0.15	
TAXING JURISDICTION	2018 EST. STATE AIDS ALLOCATED TAX DIST.	2019 EST. STATE AIDS ALLOCATED TAX DIST.	2018 NET TAX	2019 NET TAX	% TAX CHANGE
STATE OF WISCONSIN	0	0	0.00	0.00	
FOND DU LAC COUNTY	2,044,808	2,145,819	0.61	0.57	-6.6%
CITY OF FOND DU LAC	8,136,556	8,435,314	1.05	0.96	-8.6%
FOND DU LAC SCHOOL	39,746,918	41,370,008	0.71	0.71	0.0%
MORAINÉ PARK TECH	2,714,396	2,688,819	0.07	0.06	-14.3%
TOTAL	52,642,678	54,639,960	2.44	2.30	-5.7%
FIRST DOLLAR CREDIT			0.00	0.00	0.0%
LOTTERY AND GAMING CREDIT			0.00	0.00	0.0%
NET PROPERTY TAX			2.44	2.30	-5.7%

TOTAL DUE: \$2.30
**FOR FULL PAYMENT, PAY TO LOCAL
TREASURER BY:**
JANUARY 31, 2020

Warning: If not paid by due dates,
installment option is lost and total tax is
delinquent subject to interest and, if
applicable, penalty.
Failure to pay on time. See reverse.

FOR INFORMATION PURPOSES ONLY • Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends	Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
FOND DU LAC SCHOOL	294,315	0.01	2034				
FOND DU LAC SCHOOL	3,910,173	0.13	2034				

PAY 1ST INSTALLMENT OF: \$2.30
BY JANUARY 31, 2020

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

FOND DU LAC COUNTY TREASURER
160 SOUTH MACY ST
PO BOX 1515
FOND DU LAC WI 54936-1515

PIN# FDL1517264102800
DRENDEL PROPERTIES LLC
BILL NUMBER: 605523

PAY 2ND INSTALLMENT OF: \$0.00
BY JULY 31, 2020

AMOUNT ENCLOSED _____

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INCLUDE THIS STUB WITH YOUR PAYMENT



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Fond du Lac County, WI



1	FDL-15-17-26-42-257-00 16 TRAILS END CT	2	FDL-15-17-26-42-257-00 16 TRAILS END CT
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**FOND DU LAC COUNTY - STATE OF WISCONSIN
PROPERTY TAX BILL FOR 2019
REAL ESTATE**

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Parcel Number: FDL1517264225700
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605540/FDL1517264225700
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Sec. 26, T15N, R17E
S26 T15N R17E WILDLIFE ACRES LOT 27
0.316 ACRES

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BYLAWS
of
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BYLAWS

WILDLIFE ACRES OWNERS' ASSOCIATION, INC.

ARTICLE I

GENERAL PROVISIONS

Section 1.01 Incorporated Association. These Bylaws shall govern the affairs of the Wisconsin nonprofit, nonstock corporation known as **WILDLIFE ACRES OWNERS' ASSOCIATION, INC.**, ("Association").

The Association is formed to govern and administer Outlots 1, 2, and 3 of Wildlife Acres Subdivision located in the City of Fond du Lac, Fond du Lac County, Wisconsin, and also to govern and administer, and to the extent necessary make assessments and levy dues, for the purposes set forth herein and/or set forth in the recorded Out Lot Maintenance and Use Agreement which is attached to and made a part hereof as **Exhibit "A"**. The Defined Terms attached to the Out Lot Maintenance and Use Agreement shall, unless context requires otherwise, be deemed incorporated in these Bylaws.

Section 1.02 Mailing Address/Registered Agent. The Association's mailing address shall be: 1042 Sycamore Tree Drive, Fond du Lac, Wisconsin 54935.

The initial registered agent shall be: Mark A. Weber

Section 1.03 Membership and Control. By virtue of taking title to a parcel of real estate located within Wildlife Acres Subdivision ("Subdivision") from the Wildlife Acres Limited Partnership, the original sub-divider creating the Subdivision ("Developer") or from any successor, all Owners shall be entitled to become, and shall be required to become, members of this Association. The Subdivision has been platted into "Lots" and is a mixed use development consisting of commercial property, duplex property, condominium property, multi-family/apartment property, and individual residential lots. There are also three (3) Out Lots, which have been created by virtue of the Plat of the Subdivision which are more particularly described in the Out Lot Maintenance and Use Agreement.

A copy of the original Plat, reduced in scale, is attached hereto as **Exhibit "B"**. If there is no further re-subdivision of any of the parcels of real estate located in the Subdivision created by the Plat, then the vote in the affairs of the Association and the liability for assessments and dues shall be as set forth in **Exhibit "C"**, which is attached to and made a part hereof and referred to as "Allocation Table". By way of further explanation, the column "Lot" refers to the Lot numbers per the original Plat of the Subdivision, the column "Vote" is the share of total votes that each Lot has in the Association, and the column marked "Share of Dues and Assessments" corresponds to the vote and, except as hereinafter set forth and notwithstanding any other provisions of the Bylaws, shall be the way in which the affairs of the Association are managed by the Members and the way in which dues and assessments are levied.

Provided, however, the following additional provisions apply:

a. At any time that the Developer continues to retain ownership of any one or more of the Lots located within the Subdivision, the Developer shall not be required to pay dues or assessments except to the extent that the Association does not have sufficient dues or assessments from other property owners with which to maintain those things which are the responsibility of the Association. In addition, in no event shall the Developer be required to pay any reserves or other expenses beyond that which is required on an annual basis to maintain these responsibilities of the Association; and

b. In the event the Developer or any subsequent purchaser elects to legally subdivide any Lot which was initially created within the Subdivision or which was legally created by a prior subdivision of any such Lot, then the following shall apply:

i. Any such re-subdivision of a Lot shall be subject to the approval of the Board of Directors of the Association but such approval shall not be unreasonably withheld. and

ii. In the event such re-subdivision is approved by the Association, then the same may be accomplished in the manner provided by governing land use restrictions; and

iii. The Allocation Table shall be revised and amended such that the re-subdivided parcel retains the same number of votes in the affairs of the Association and bears the same responsibility for dues and assessments relating to the Out Lot Maintenance and Use Agreement as was the case prior thereto; and

iv. Any such re-subdivided Lots shall continue to be entitled to be and required to be members of the Association; and

v. Such re-subdivided Lots shall also be subject to Restrictive Covenants of record and to the Out Lot Maintenance and Use Agreement.

vi. In the event any of the two (2) Pond Condominium Lots (Lots 9 and/or 18) are re-subdivided in this manner and become single residential lots, then the Rules and Regulations and matters concerning assessments relating to the Pond Lot owners shall apply to any such single family lots thereby created

c. The Association shall have the right upon majority vote of the Members to elect to convey Out Lot 3, which is intended as a walking trail to the abutting property owners. In this event, the responsibility for maintenance of Out Lot 3 shall be deemed severed from the provisions hereof. Each owner of a Lot which adjoins Out Lot 3 shall be entitled to, and agrees to, take title to that portion of Out Lot 3 which is represented by the side Lot boundaries extended generally northwesterly to the edge of the Subdivision so that such Out Lot 3 becomes an addition to such existing adjoining Lots. The costs of abandoning Out Lot 3 and conveying the real estate located within Out Lot 3 in this manner shall be borne by the Association as a cost to be paid from dues or assessments. Provided, however, in the case of that portion of Out Lot 3 which is located between Lot 31 and Lot 32, in the event of abandonment of Out Lot 3, one-half (1/2) of this portion of Out Lot 3 shall revert to and be titled to Lot 32 and one-half shall revert to and be titled to Lot 31. In the event of conveyance in the manner specified above, the share of the dues and assessments of Lot Owners receiving such property and the vote in the affairs of the Association of the Lot Owners shall not change.

Section 1.04 Fiscal Year. The fiscal year of the Association shall begin on the date of approval of these Bylaws and end on December 31 each year thereafter.

Section 1.05 Conflicts. In the case of any conflict between these Bylaws and the Out Lot Maintenance and Use Agreement, the Out Lot Maintenance and Use Agreement shall prevail.

Section 1.06 Acquiring and Conveying Property. With exception of taking title to Out Lot 1, Out Lot 2, and Out Lot 3 of the Subdivision, in the absence of unanimous vote of the Association, the Association may not acquire or convey any other property with the exception of Out Lot 2 as provided in Section 1.03 c. above.

Section 1.07 Borrowing Money. The Association shall not borrow any money unless authorized to do so by one hundred percent (100%) of the members.

ARTICLE II

ASSOCIATION MEMBERSHIP

The Association shall maintain a current roster of names and addresses of each representative member and the current Allocation Table and provide a copy as may be requested by any member.

ARTICLE III

ASSOCIATION MEETINGS

Section 3.01 Initial Meeting. An initial meeting shall be held following recording of the Plat of Wildlife Acres Subdivision and such meeting may be in the form of a consent action by the Owner.

Section 3.02 Annual Meetings. The first annual meeting of the Association shall be held on the second Monday of July, 2006, and the second Monday of July each year thereafter. Provided, however, failure to hold an annual meeting shall not affect the Association or its assessments hereunder.

Section 3.03 Special Meetings. Special meetings of the Association may be called at any time by the President of this Association, by the Board of Directors, or upon written request to an officer by three (3) or more members.

Section 3.04 Place of Meeting. The meetings shall be held at a convenient time and place to be designated in the notice.

Section 3.05 Notice of Meetings. No regular or special meeting of the Association may be held except on at least ten (10) days written notice delivered or mailed to the member's representative at the address shown on the books of the Association unless waiver of notice is given. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose for such meeting.

Notice shall be deemed given one (1) day after deposited in first class United States mail, postage prepaid or one (1) day after deposited in a commercial overnight delivery system at the address on the books of the Association or to the address to which the real estate tax bill for such member is being sent.

Section 3.06 Quorum. The presence in person or by proxy at an Association meeting of one-third (1/3) of those eligible to vote shall constitute a quorum.

Section 3.07 Suspension of Voting Rights. No member or member's representative may vote at a meeting of the Association unless such person is in good standing with the Association and has paid all dues and charges relating to the property which he or she is representing.

Section 3.08 Proxies. At Association meetings the members may vote in person or by proxy or voting by proxy.

Section 3.09 Controlling Vote. Decisions of the Association shall be made on a majority of votes of the members present and voting.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.01 Number. The affairs of this Association shall be managed by a Board of three (3) Directors.

Section 4.02 Term of Office. The Directors shall serve until removed at a regular or special meeting.

Section 4.03 Compensation. No Director shall receive compensation for any service rendered to the Association. A Director may, however, be reimbursed for actual expenses incurred in the performance of duties.

Section 4.04 Nomination. Any member or representative may nominate an owner or representative.

Section 4.05 Election. Those Directors nominated shall be elected by choosing the three (3) which have received the most votes.

Section 4.06 Initial Directors. The initial Directors that will serve until further election are as follows:

*Mark A. Weber
Ronald Widell
Richard Pahl*

The Board of Directors in the exercise of its reasonable discretion may retain a paid manager, bookkeeper, or accountant to assist in the affairs of the Association. All such fees paid to any third party shall be reasonable. Such authority may be designated by way of example to

RonMark Land Co. The Board of Directors shall not be liable for the actions of any such representative.

ARTICLE V

MEETINGS OF THE DIRECTORS

Section 5.01 Regular Meetings. Regular meetings of the Board of Directors shall be held at the same time and in the same manner as provided with respect to meetings of the Association previously, but these meetings shall be held immediately prior or immediately subsequent to the meetings of the Members of the Association. Provided, however, failure to hold a regular meeting shall not invalidate actions taken by the Board of Directors in good faith.

Section 5.02 Special Meetings. Special meetings of the Board of Directors may be called upon consent of the Board of Directors or not less than ten (10) days notice to the Directors. Any Director may call a special meeting.

Section 5.03 Quorum. All actions taken by the Board of Directors must be approved by affirmative vote or written consent of two-thirds (2/3) of the Board of Directors.

Section 5.04 Action Taken Without A Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining affirmative approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 5.05 Waiver of Notice of Meeting. Any Director shall have the right to file a written waiver of notice of the meeting of the Board of Directors and consent to the transaction of any business that may come before the meeting. Such waiver can be given before or after any meeting and shall be effective when filed with the Secretary with the minutes of the meeting.

Section 5.06 Meeting by Electronic Means. The Directors may hold a meeting, at their option, by telephonic conference call or other electronic means, which are reasonably calculated to provide information to Directors simultaneously and allow them to vote in the affairs of the Association in a manner which makes it clear as to the informed vote of each of the Directors.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.01 General. The Board of Directors shall have the authority to exercise, for and on behalf of the Association, all powers, duties and authority vested in or delegated to the Association by virtue of these Bylaws, by virtue of the Wisconsin Statutes, and by virtue of the Out Lot Maintenance and Use Agreement, but not such action of the Board of Directors shall be in conflict with the provisions of the Out Lot Maintenance and Use Agreement.

Section 6.02 Specified. In furtherance of the business of the Association the Directors may do those things permitted or mandated by the Agreement and take such other lawful action as is necessary in furtherance of the affairs of this Association.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 7.01 Enumeration of Officers. The Association shall have three (3) officers consisting of a President, a Secretary, and Treasurer. The Board of Directors may create other offices as they determine appropriate.

Section 7.02 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors and at each annual meeting thereafter or at any special meeting called for that purpose.

Section 7.03 Term. The officers shall serve until they resign or are removed.

Section 7.04 Parties Eligible to Become Officers. Parties eligible to become officers shall be those persons nominated and elected by the Directors.

Section 7.05 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person.

Section 7.06 Duties. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members of the Association and of the Board of Directors. He/she shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Wisconsin Business Corporation Law, including but not limited to the power to appoint from among the members any committee which he/she decides is appropriate to assist in the conduct of the affairs of the Association.

The Secretary shall keep the minutes of all meetings of the members of the Association and of the Board of Directors; he/she shall have charge of such books and papers as the Board of Directors may direct; and he/she shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law. The Secretary shall count the votes at meetings of the Association.

The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. He/she shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he/she shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law. No surety bond shall be required for the Treasurer unless a subsequent resolution be adopted by the majority of the members of the Association.

ARTICLE VIII

EXPENSES / ASSESSMENTS

Section 8.01 Expenses and Assessments. The Board of Directors, in its discretion, may establish charges in the form of dues which are reasonably anticipated for future maintenance of

those portions of Wildlife Acres Subdivision which are defined as being part of the Out Lot Maintenance and Use Agreement.

Dues or assessments may also be made to Members for reasonable and necessary professional fees or expenses of the Association.

In addition, the Board of Directors may establish a Reserve Account as part of the dues to anticipate future needs of the Association. As provided in Section 1.03, however, the Developer shall not be responsible for any portion of dues or assessments, which are for the purpose of creating a Reserve Account.

In the event that the dues or any Reserve Account is deficient as to funds necessary to honor the obligations of the Association under the terms of the Out Lot Maintenance and Use Agreement, then the Board of Directors may, in its reasonable discretion, levy a special assessment against each Member in the amount necessary to honor and/or comply with the Out Lot Maintenance and Use Agreement.

Dues or assessments shall be made in accord with the Allocation Table and as is more particularly described in Section 1.03 of these Bylaws. Provided, however, those Lots owned by the Developer, shall be subject to the limitation of contributions to be made by the Developer as provided in Section 1.03 a. In addition, except as to permitted division as set forth in Section 1.03 b. and the resulting reallocation as to the particular Lot which was re-subdivided, the percentage contribution by the Owner of any Lot per the Allocation Table shall not be revised.

In the event any Lot owner does not pay any dues or assessments which are levied by the Association in the manner provided herein within thirty (30) days of billing by the Association, then:

- a. Any voting privilege of such Lot owner shall be suspended.
- b. Interest shall accrue on the unpaid dues at the rate of eighteen percent (18%) per annum.
- c. At the option of the Board of Directors, a delinquency or late fee may be charged in an amount equal to twenty-five percent (25%) of the dues or assessments which are in default.
- d. In the event it is necessary to bring an action to enforce collection of dues or assessments, then all costs associated therewith, including a reasonable attorneys fee, shall be paid by the defaulting Lot owner in the event the Association prevails in such action.

In addition, in the event of such default, the President of the Association may file an Affidavit describing the Lot of any Member who is in default and the charges associated with any default with respect to dues or assessments. Such Affidavit, when recorded, shall constitute a lien against the Lot owned by the defaulting party as of the day of its recording and such lien shall have the status and be enforced in the same manner as a construction lien under the provisions of the Wisconsin Statutes.

ARTICLE IX

AMENDMENTS

Section 9.01 Presentment. Amendments to these Bylaws may be initiated and presented by the Board of Directors by any member. Amendments must be submitted in writing to all members at least ten (10) days prior to the annual or special Association meeting at which they will be considered.

Section 9.02 Vote Required. These Bylaws may be amended by the affirmative vote of seventy-five percent (75%) of the members eligible and voting. However, no amendment shall be made which obligates the Developer to make payments for a Reserve Account or which limits or abridges the duty of the Association and its members to comply with the requirements of the Out Lot Maintenance and Use Agreement attached hereto as **Exhibit "A"**.

ARTICLE X

INITIAL RULES

Section 10.01 Rules. Reasonable rules may be adopted by the Association through its Board of Directors for the health, safety, and general welfare of the members and guests and invitees of members. However, no such rule or regulation shall preclude a non-defaulting member owner from access to and from such member's real estate.

The rules or restrictions which are set forth in the Out Lot Maintenance and Use Agreement and/or in the Restrictive Covenants affecting the Subdivision shall be deemed adopted pursuant hereto.

ARTICLE XI

INCORPORATION

Section 11.01 Incorporation. The affairs of this Association will be governed by the Laws of the State of Wisconsin, including Chapter 181, to the extent not specifically otherwise set forth herein.

ARTICLE XII

ARBITRATION

Section 12.01 Arbitration. Except as to an action to enforce a default with respect to payment of a regular maintenance fee or special assessment when due, in the event there is a dispute with respect to application or interpretation of these Bylaws or the attached Agreement, the parties agree to submit such dispute to binding arbitration pursuant to the Rules of the American Arbitration Association.

The foregoing Bylaws were duly adopted by a meeting of the Association held this 12th day of September, 2005.

WILDLIFE ACRES OWNERS' ASSOCIATION, INC.

By: 
Mark A. Weber, Director

By: 
Ronald Widell, Director

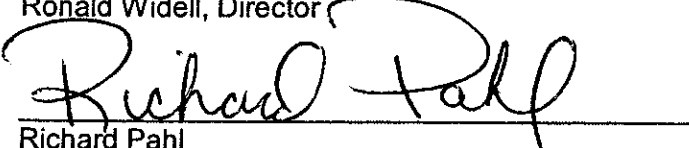
By: 
Richard Pahl
(The above being all of the Directors.)

Exhibit "A"

Out Lot Maintenance and Use Agreement

Exhibit "B"

Wildlife Acres Plat

Exhibit "C"

Pond Lots	Vote	Dues/Assesments
10	1.46%	1.46%
11	1.46%	1.46%
12	1.46%	1.46%
13	1.46%	1.46%
14	1.46%	1.46%
15	1.46%	1.46%
16	1.46%	1.46%
17	1.46%	1.46%
19	1.46%	1.46%
20	1.46%	1.46%
21	1.46%	1.46%
22	1.46%	1.46%
23	1.46%	1.46%

Pond Condominium Lots

18	1.09%	1.09%
18	1.09%	1.09%
18	1.09%	1.09%
18	1.09%	1.09%
18	1.09%	1.09%
18	1.09%	1.09%
18	1.09%	1.09%
18	1.09%	1.09%
18	1.09%	1.09%
18	1.09%	1.09%
9	1.09%	1.09%
9	1.09%	1.09%
9	1.09%	1.09%
9	1.09%	1.09%
9	1.09%	1.09%
9	1.09%	1.09%

Off Pond Lot Owners

24	0.58%	0.58%
25	0.58%	0.58%
26	0.58%	0.58%
27	0.58%	0.58%
36	0.58%	0.58%
37	0.58%	0.58%
38	0.58%	0.58%
39	0.58%	0.58%
41	0.58%	0.58%
42	0.58%	0.58%
43	0.58%	0.58%
44	0.58%	0.58%

Duplex Owners

4	0.36%	0.36%
4	0.36%	0.36%
5	0.36%	0.36%
5	0.36%	0.36%
6	0.36%	0.36%
6	0.36%	0.36%
7	0.36%	0.36%
7	0.36%	0.36%
8	0.36%	0.36%
8	0.36%	0.36%
28	0.36%	0.36%
28	0.36%	0.36%
29	0.36%	0.36%
29	0.36%	0.36%
30	0.36%	0.36%
30	0.36%	0.36%
31	0.36%	0.36%
31	0.36%	0.36%
32	0.36%	0.36%
32	0.36%	0.36%
33	0.36%	0.36%
33	0.36%	0.36%
34	0.36%	0.36%
34	0.36%	0.36%
35	0.36%	0.36%
35	0.36%	0.36%

Multi-Family Parcels

3	1.46%	1.46%
40	15.28%	15.28%

Commercial Parcels

1	3.64%	3.64%
2	26.78%	26.78%
<hr/>		<hr/>
	100.00%	100.00%

Wildlife 4

Allocation Table

Initial Dues

Pond Lots	Share	Annual Dues	Quarterly
10	1.46%	\$100.00	\$25.00
11	1.46%	\$100.00	\$25.00
12	1.46%	\$100.00	\$25.00
13	1.46%	\$100.00	\$25.00
14	1.46%	\$100.00	\$25.00
15	1.46%	\$100.00	\$25.00
16	1.46%	\$100.00	\$25.00
17	1.46%	\$100.00	\$25.00
19	1.46%	\$100.00	\$25.00
20	1.46%	\$100.00	\$25.00
21	1.46%	\$100.00	\$25.00
22	1.46%	\$100.00	\$25.00
23	1.46%	\$100.00	\$25.00

Pond Condominium Lots

18	1.09%	\$75.00	\$18.75
18	1.09%	\$75.00	\$18.75
18	1.09%	\$75.00	\$18.75
18	1.09%	\$75.00	\$18.75
18	1.09%	\$75.00	\$18.75
18	1.09%	\$75.00	\$18.75
18	1.09%	\$75.00	\$18.75
18	1.09%	\$75.00	\$18.75
18	1.09%	\$75.00	\$18.75
18	1.09%	\$75.00	\$18.75
9	1.09%	\$75.00	\$18.75
9	1.09%	\$75.00	\$18.75
9	1.09%	\$75.00	\$18.75
9	1.09%	\$75.00	\$18.75
9	1.09%	\$75.00	\$18.75
9	1.09%	\$75.00	\$18.75

Off Pond Lot Owners

24	0.58%	\$40.00	\$10.00
25	0.58%	\$40.00	\$10.00
26	0.58%	\$40.00	\$10.00
27	0.58%	\$40.00	\$10.00
36	0.58%	\$40.00	\$10.00
37	0.58%	\$40.00	\$10.00
38	0.58%	\$40.00	\$10.00
39	0.58%	\$40.00	\$10.00
41	0.58%	\$40.00	\$10.00
42	0.58%	\$40.00	\$10.00
43	0.58%	\$40.00	\$10.00
44	0.58%	\$40.00	\$10.00

Duplex Owners

4	0.36%	\$25.00	\$6.25
4	0.36%	\$25.00	\$6.25
5	0.36%	\$25.00	\$6.25
5	0.36%	\$25.00	\$6.25
6	0.36%	\$25.00	\$6.25
6	0.36%	\$25.00	\$6.25

7	0.36%	\$25.00	\$6.25
7	0.36%	\$25.00	\$6.25
8	0.36%	\$25.00	\$6.25
8	0.36%	\$25.00	\$6.25
28	0.36%	\$25.00	\$6.25
28	0.36%	\$25.00	\$6.25
29	0.36%	\$25.00	\$6.25
29	0.36%	\$25.00	\$6.25
30	0.36%	\$25.00	\$6.25
30	0.36%	\$25.00	\$6.25
31	0.36%	\$25.00	\$6.25
31	0.36%	\$25.00	\$6.25
32	0.36%	\$25.00	\$6.25
32	0.36%	\$25.00	\$6.25
33	0.36%	\$25.00	\$6.25
33	0.36%	\$25.00	\$6.25
34	0.36%	\$25.00	\$6.25
34	0.36%	\$25.00	\$6.25
35	0.36%	\$25.00	\$6.25
35	0.36%	\$25.00	\$6.25

Multi-Family Parcels

3	1.46%	\$100.00	\$25.00
40	15.28%	\$1,050.00	\$262.50

Commercial Parcels

1	3.64%	\$250.00	\$62.50
2	26.78%	\$1,840.00	\$460.00
<hr/>		<hr/>	
	100.00%	\$6,870.00	

WILDLIFE ACRES SUBDIVISION

RESTRICTIVE COVENANTS

DOC# 855853

Recorded
SEP. 14, 2005 AT 11:17AM

Document Number

Return Address:

Attorney Robert V. Edgerton
Edgerton, St. Peter, Petak,
& Rosenfeldt
P. O. Box 1276
Fond du Lac, WI 54936-1276

Patricia Kraus

PATRICIA KRAUS
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$47.00

Parcel I.D. Number:

Recording Area

**WILDLIFE ACRES SUBDIVISION
RESTRICTIVE COVENANTS**

Affecting the following real estate located in the City of Fond du Lac, Fond du Lac County, Wisconsin:

Lots One (1) through Forty-Four (44) and Out Lots One (1), Two (2) and Three (3) of Wildlife Acres Subdivision located in the City of Fond du Lac, Fond du Lac County, Wisconsin:

RECITALS:

A. Definitions: Except as expressly defined herein, those definitions attached hereto as **Exhibit "A"** shall be deemed incorporated by reference. All other Recitals will also be incorporated by reference.

B. That the Developer, Wildlife Acres Limited Partnership, wishes to impose certain restrictions upon future development and use of the Subdivision so that the investment of the purchasers will be protected and so that the maintenance and integrity of the Out Lots and Drainage Facility will be provided for.

C. Both the Developer and all other Owners agree that the terms hereof are reasonable and equitable and that by virtue of taking title to any Lot located in the Subdivision all Owners will be bound by each and every provision herein contained.

IT IS, THEREFORE, AGREED THAT THE FOLLOWING RESTRICTIONS SHALL BE IMPOSED UPON EACH AND ALL OF THE LOTS WITHIN THE SUBDIVISION:

1. ARCHITECTURAL CONTROL COMMITTEE.

The provisions hereof will, unless expressly stated otherwise, be administered by an Architectural Control Committee. The word "Architectural" shall not, however, limit the Architectural Control Committee as to its authority as to the provisions contained herein which may be other than architectural in nature.

The Architectural Control Committee shall initially consist of three (3) members appointed by the General Partner of the Developer, RonMark Land Co. RonMark Land Co. may delegate the function of the Architectural Control Committee to an individual or business association provided that such representative shall observe the terms herein.

At the option of the Developer, the Developer may at any time provide notice to the Board of Directors of the Association (see Exhibit "A") that it has elected to relinquish responsibility under the terms of these Restrictive Covenants and in such case an Architectural Control Committee consisting of three (3) members shall be appointed by the Board of Directors of the Association. Members of the Board of Directors of the Association may also serve on the Architectural Control Committee.

2. **APPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE.**

In addition to any specific provisions or restrictions hereinafter contained, no building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan shall have been approved in writing by the Architectural Control Committee.

In making its determination, the Architectural Control Committee may take into account such things as the quality of workmanship, the materials to be used, the harmony of external design and color with existing structures, the topography of the land, the intended landscaping, the applicable zoning, and such other reasonable considerations which, in the discretion of the Architectural Control Committee are relevant in making its decision.

The terms contained herein and the authority granted to the Architectural Control Committee are in addition to, and may be in excess of, applicable building codes or ordinances of any municipal or governing authority. However, any Owner must comply with all applicable codes and ordinances of said governing authorities, as well as the provisions of these Restrictive Covenants and as well as the terms and provisions of the recorded Out Lot Maintenance and Use Agreement, the terms of which are incorporated by reference.

No construction on any Lot of any residence, multi-family dwelling, or commercial structure shall be commenced with approval at least fifteen (15) days in advance by the Architectural Control Committee. Such approval must be in writing.

In connection with an application for approval, the Owner shall submit to the Architectural Control Committee such documents as the Architectural Control Committee may reasonably request. By way of example, and not by way of limitation, these documents may include site plan, landscaping and grading plan, elevation showing front, back and sides of the building, floor plans, and specifications as to color and materials to be used in connection with construction of any improvements.

Any party who has signed a binding contract for purchase of a Lot may apply to the Architectural Control Committee for approval of proposed development upon a Lot in the same manner as is the case with an Owner set forth in the preceding paragraph.

In the event approval in writing is granted by the Architectural Control Committee for construction of improvements upon a Lot, all such improvements shall be made in accord with the information and documentation which was submitted in connection with the application for approval and no changes shall be made without the further written approval of the Architectural Control Committee.

The Architectural Control Committee's approval shall not relieve any prospective purchaser or Owner of the obligation to comply with all other applicable laws, codes or ordinances and the terms of the Out Lot Maintenance and Use Agreement.

3. **USE OF LOTS.**

With the exception of Lots 1 and 2, all Lots shall be used only for residential purposes. Residential purposes will include single family, duplex, multi-family or condominiums.

Lots 1 and 2, currently Commercially-Zoned Parcels, if later zoned Residential shall thereafter be used for residential purposes only with such land use change being more specifically defined in Paragraph 4, which follows.

4. **RECONSTITUTION OF MULTI-FAMILY OR COMMERCIALY-ZONED PARCELS.**

In the event that any of the Lots, which are originally zoned and intended for more Multi-Family or Commercially-Zoned use are converted by rezoning to Single Family Residential use, then all the restrictions applying to single family residences, as contained herein, shall be applicable including rights afforded lot owners in the Out Lot Maintenance and Use Agreement. Those parcels which are defined as Multi-Family Parcels and Commercially-Zoned Parcels may be converted to single family residential use according to the provisions contained herein. For purposes of this paragraph, "Single Family Residential" shall mean a traditional one-family residence, duplexes, and condominiums which are intended for residential dwelling.

The Developer and any future Owners of these parcels shall be accorded the following flexibility:

a. **Conversion of Multi-Family to Single Residential Use.**

In the event that all or any portion of the Multi-Family Parcel is changed to Single Family Residential, then a revision shall be made to the Allocation Table so that the rezoned Single Family Residential property is treated materially the same with respect to dues, assessments, votes in the affairs of the Association and Restrictive Covenants as is the case with other Residential Lots.

b. **Conversion of Commercially-Zoned Parcels, Lots 1 and 2, to Single Family Residential Use.**

In the event that the Owner of Lot 1 or Lot 2 obtains rezoning as to all or any portion of said Lots, then the Allocation Table shall be amended so that the portion which has been zoned Residential is treated materially similar to other Residential Parcels in the Subdivision with respect to dues, assessments, votes in the affairs of the Association and Restrictive Covenants. In addition, upon such rezoning, the portion which is rezoned to Residential shall thereafter be accorded rights in the Out Lots in the same manner as is the case with other Residential Lots.

c. **Adjustment of Allocation Table.**

In the event of conversion and rezoning per Paragraph 4.a. or 4.b. above, application will be made to the Association by the Owner obtaining such rezoning or by any officer of the Association requesting that the Allocation Table be amended as to dues and vote in the affairs of the Association. If the Owner and the Association are unable to agree after a period of twenty (20) days on such amendment, then the Owner and the Association agree to submit a determination of the revision of the Allocation Table to binding arbitration pursuant to the Rules of the American Arbitration Association.

5. **RESTRICTIONS AS TO SIZE OF BUILDINGS OR DWELLINGS.**

The usable floor square feet of living space in any single family dwelling above the exterior finished grade and exclusive of any porches, finished basement levels, and garages but including three-season and four-season rooms, shall not be less than the following:

a. Type 1 Lots – Pond Lot Owners as Defined in Exhibit "A"

Useable square feet as determined above shall be not less than the following:

- i. Ranch style dwelling shall have a minimum of one thousand six hundred (1,600) square feet.
- ii. Two story dwelling shall have not less than two thousand four hundred (2,400) square feet.
- iii. Cape Cod type dwelling shall have not less than one thousand six hundred (1,600) square feet on the first floor level. Upper levels of a Cape Cod type structure may be finished at the time of initial construction or remain unfinished.
- iv. Raised ranch or multi-level dwellings may, at the option of the Architectural Control Committee be considered as ranch style or two-story dwellings. A level of the home other than the basement will be considered one which has not less than four (4) feet of such level visible above grade from the front of the residence. As part of the authority of the Architectural Control Committee, the Architectural Control Committee may classify such raised ranch or multi-level dwelling as a ranch style dwelling or a two-story dwelling applying the appropriate square footage requirements relating thereto. .

b. Type 2 Lots – Off Pond Lot Owners as Defined in Exhibit "A"

The provisions set forth in the preceding paragraph shall apply except that the required useable square footage of dwelling area shall be not less than the following:

- i. Ranch style dwelling shall have not less than one thousand five hundred (1,500) square feet.
- ii. Two story dwelling shall have not less than two thousand (2,000) square feet.
- iii. Cape Cod type dwelling shall have not less than one thousand five hundred (1,500) square feet on the first floor.
- iv. Raised ranch or multi-level dwellings may, at the option of the Architectural Control Committee be considered as ranch style or two-story dwellings. A level of the home other than the basement will be considered one which has not less than four (4) feet of such level visible above grade from the front of the residence. As part of the authority of the Architectural Control Committee, the Architectural Control Committee may classify such raised ranch or multi-level dwelling as a ranch style dwelling or a two-story dwelling applying the appropriate square footage requirements relating thereto. .

c. Type 3 Lots – Duplex Owners and Pond Condominium Lots as Defined in Exhibit "A"

These Lots shall be subject to the following building restrictions: Each residential dwelling area shall have not less than the following useable square footage:

i. Pond Condominium Lots, Lots 9 and 18, shall, as to each duplex structure, have the following useable square footage requirements:

Each duplex building shall meet the useable finished square footage area in one of the following manners:

a) the total first floor finished usable area shall be three thousand two hundred (3,200) square feet or more; or

b) not less than two thousand seven hundred (2,700) finished usable square feet of floor space shall be on the first level and [if the first level does not have usable square feet of floor space which equals or exceeds three thousand two hundred (3,200) square feet] then each duplex living unit shall also have not less than two hundred fifty (250) square feet of finished living area in the Walkout Basement. For purposes of these Restrictive Covenants, the Walkout Basement will mean those structures where the topography of the land upon which they are located is such that the finished floor of the basement is equal to the finished exterior grade immediately adjacent thereto. Provided, however, no duplex living unit shall have less than one thousand one hundred (1,100) square feet of useable finished living square footage on the first floor.

ii. As to Duplex Lots 4, 5, 6, 7 and 8, the total finished living area on the first floor for each duplex unit shall in aggregate be not less than two thousand eight hundred (2,800) square feet but need not be equal so long as neither duplex unit has a first floor finished living area which is less than one thousand one hundred (1,100) square feet.

iii. As to Duplex Lots 28, 29, 30, 31, 32, 33, 34 and 35, the total finished living area on the first floor for each duplex unit shall in aggregate be not less than two thousand six hundred (2,600) square feet but need not be equal so long as neither duplex unit has a first floor finished living area which is less than one thousand one hundred (1,100) square feet.

In making its determination, the Architectural Control Committee will not take into account any basement or below grade areas with the exception of finished Walkout Basement areas. However, sunrooms or enclosed porches may be included at the discretion of the Architectural Control Committee.

d. Type 4 Lots – Multi-Family Parcels (Lots 3 and 40 as Defined in Exhibit "A"

Multi-family structures built on these Lots shall be compatible in quality and design with the other residential Lots located within the Subdivision in the discretion of the Architectural Control Committee. In the event Lot 3 is re-zoned or otherwise developed in a manner so as to have one or more duplex structures constructed on said Lot 3, then those requirements set

forth as to duplex structures in Paragraph 5.c.ii. above shall apply. (Duplex Lots 4, 5, 6, 7 and 8). Lot 40 is intentionally omitted from this provision.

e. Type 5 Lots – Commercially-Zoned Parcels.(Lots 1 and 2) as Defined in Exhibit "A"

In the discretion of the Architectural Control Committee, approval will be granted given consideration to the compatibility of the development of these Lots with the balance of the Subdivision.

6. **GARAGES.**

Each residential dwelling constructed on any single family or duplex lot shall include provisions for an attached two (2) car garage. In no event shall any residential dwelling have a garage which is larger than a three (3) car garage.

7. **FENCES AND OTHER OUT BUILDINGS.**

No uncoated galvanized chain link fences shall be permitted. Natural fences, such as hedges or wood fences, may be approved in the sole discretion of the Architectural Control Committee. No fence, however, may be over four (4) feet in height and all must be at least forty percent (40%) visually open. No fence shall be allowed which adversely affects the Drainage Facility.

Out buildings or accessory buildings must be approved by the Architectural Control Committee, which approval shall be in its sole discretion. This would include such things as gazebos or children's play structures. No detached garages, temporary buildings, or accessory buildings shall be allowed with the exception of decorative structures, such as gazebos. Requests to construct any decorative structures shall be subject to the sole discretion of the Architectural Control Committee.

8. **EXTERIOR OF BUILDINGS.**

The exterior of any natural wood buildings shall be stained with a non-transparent stain or paint within one (1) year of construction of the building. No natural weathering exterior material, including logs or log siding, shall be placed on any building located within the Subdivision. The roof pitch shall be 5/12 or greater and any chimneys and exterior flues shall be enclosed unless otherwise approved in writing by the Architectural Control Committee. As to those Lots which are intended for residential use, the Architectural Control Committee may, in its discretion, require the use in part of brick, stone or other similar materials. All exterior materials shall be subject to review in the manner provided in these Restrictive Covenants with such review being by the Architectural Control Committee.

9. **COMPLETION OF A DWELLING.**

All residential buildings shall be completed not later than one (1) year from date of commencement of construction. Commencement of construction shall mean visible excavation. No temporary dwellings are allowed. No housing which is deemed to be manufactured housing in the discretion of the Architectural Control Committee shall be allowed permitted in writing. In making its

determination, the Architectural Control Committee shall presume that any residential structure which is transported across public highways into the Subdivision in five (5) components or less is considered manufactured housing. Residences commonly referred to as log homes, A-frames, or earth homes shall not be permitted and no existing home shall be moved from another location to the Subdivision.

10. **LANDSCAPING.**

Each of the Lots shall be landscaped within one (1) year from the commencement of construction of the dwelling. As part of the approval process, the Architectural Control Committee reserves the right to require details to be submitted with respect to landscaping plans and there shall be no material deviation from any landscaping plans which are approved by the Architectural Control Committee.

Construction and landscaping shall be done in a manner which shall minimize any run off to the Pond and the Architectural Control Committee shall have the right to require silt screening or other appropriate measures which it deems necessary or advisable in its discretion in this regard.

The Lots which surround the Pond, being specifically Lots 9 through 23 inclusive, shall not, within one hundred (100) feet of the Pond plant any species of trees as follows: Oaks, Maples, Elms, or Willows.

With the following exception, the landscape plan for each single family residential Lot shall provide for at least two (2) shade trees with a minimum diameter of one (1) inch. Any landscaping materials, including trees which die shall be promptly replaced.

Natural areas, subject to landscape approval by the Architectural Control Committee, are encouraged provided that they shall be kept free of noxious weeds and comply with all applicable ordinances of the Governing Body.

11. **USE OF FERTILIZERS.**

Use of fertilizers to enhance landscaping shall be subject to review by the Architectural Control Committee annually. The Architectural Control Committee shall have the authority to restrict use of fertilizers based upon the condition of the Pond and the corresponding maintenance cost to Lot Owners resulting from the use of fertilizer and/or the type of fertilizer.

On Lots 9 through 23 inclusive, fertilizer is discouraged but if used 16-0-8 is recommended.

12. **EXCESS MATERIAL.**

In the event there is excess topsoil or fill as a result of construction on any Lot within the Subdivision, the Architectural Control Committee or the Developer may designate that any such material be deposited at the Lot Owner's expense within the Subdivision. In the absence of such direction by the Architectural Control Committee or the Developer, it shall be the responsibility of the Lot Owner to dispose of any such excess material promptly in connection with the construction process.

13. **DRIVEWAYS AND APPROACHES.**

Except as otherwise permitted in writing by the Architectural Control Committee, all driveways and approaches of single family and duplex lots shall be surfaced with concrete, asphalt or brick within one (1) year of commencement of construction of the structure containing the dwelling. Provided, however, the Architectural Control Committee may permit the paving of approaches to be delayed until a time not later than six (6) months after completion of the finished public street.

14. **RURAL SECTION / CULVERTS.**

This Subdivision is being developed in what is commonly referred to as a "rural section" meaning that a portion of the front of each of the Lots in the interior of the Subdivision will be designed to function as part of the Drainage Facility. Each driveway servicing either single family residential lot, duplex lot, condominium lot, or multi-family lot, shall have a culvert designed to carry water under the completed driveway which accesses the public street which shall be a minimum of twenty-four (24) feet in length and have a diameter of eighteen (18) inches.

The plans for any such culverts shall be subject to written approval of the Architectural Control Committee but they must be constructed of corrugated metal, have a prefabricated apron end wall or suitable alternative on each end, extend not less than two (2) feet beyond the driveway which is being serviced by that culvert and installed in a manner to not adversely affect the function of the Drainage Facility.

15. **EXTERIOR MAINTENANCE.**

The Owner of each Lot, including residential lots and the Commercially-Zoned Parcels, shall maintain the exterior of all structures and driveways in a good state of repair and shall properly maintain all trees and shrubs and other landscaping.

All grass clippings, fallen branches, brush, and other yard waste shall be promptly removed from the Lot. Placement of any such materials on Out Lots, in the Pond, or in a manner which could be reasonably anticipated to result in storm water carrying such materials to the Pond is prohibited.

16. **ANIMALS.**

No animals, poultry, pigeons, livestock, or other similar or dissimilar animals may be kept, raised or bred on any Lot except that an Owner may have a combination of up to four (4) dogs and/or cats. Small household pets, such as fish or birds shall, in addition, be permitted so long as they otherwise conform to these Restrictive Covenants including those which require that there be no nuisance created.

Any such pets shall be kept within the confines of the Lot except when on a leash and under direct control or supervision of the Owner. No such pet shall be permitted to be maintained if it creates a nuisance to other Lot Owners.

Each Lot Owner maintaining any such pets shall be responsible for disposing of the waste from such animal and it shall be strictly prohibited to dispose of any such waste on any Out Lot.

17. **LIABILITY.**

Neither the Developer, the General Partner, nor the Architectural Control Committee make any warranties representing the water quality or content on the Pond.

Each Lot Owner or guest or invitees of any Lot Owner shall use the Pond at their own risk, the same being considered a recreational facility subject to the recreational immunity provisions of the Wisconsin Statutes.

18. **ASSOCIATION.**

In addition to the restrictions and provisions herein contained, each Lot Owner shall be entitled to, and shall be required to, become a member of the Association and abide by the rules and regulations adopted pursuant to the Association, except that no such rule or regulation shall materially affect the use or enjoyment of those Lot Owners which abut the Pond or which adversely affect the function of the Drainage Facility.

19. **CLOTHESLINES.**

Clotheslines are permitted, but the Architectural Control Committee reserve the right to require that they be concealed by hedges, lattice work, or other screening. Any such clothes lines or drying devices shall be retractable or portable and must be placed out of site when not in use.

20. **POOLS AND SPAS**

No above ground swimming pools shall be allowed on any of the Lots. Jacuzzis or hot tubs located on or below the surface of a deck are permitted. In-ground pools are not permitted. Portable blow-up type children's pools less than eight (8) feet in diameter are permitted if not left outside for a period longer than two (2) weeks.

21. **GARBAGE AND RECYCLABLES.**

Garbage which is or is not recyclable shall be kept in properly covered containers or inside sealed bags and not stored outside except during period of pickup by a waste disposal agency. Garbage and recyclables shall not be placed on the curb more than twenty-four (24) hours prior to designated pick up time and any empty garbage or refuse containers shall be removed from the curb within twenty-four (24) hours of such pick up.

22. **UNDERGROUND UTILITIES.**

All utilities or related services, including gas, electrical, telephone, cable television, and other utility lines or cables servicing the Lots shall be underground and those easements which

are provided per the Plat of the Subdivision or which may have been granted by the Developer and recorded.

Easements shall be graded within six (6) inches of the grade specified by the utility or related company installing such services and thereafter the grade shall not be altered by more than six (6) inches plus or minus without the written consent of the party installing such facilities. During periods of construction, fill piles or mounds of dirt shall not be permitted within the easement areas.

23. **ADDITIONAL EASEMENTS.**

Easements for installation and maintenance of the Drainage Facility, in addition to the utilities, are reserved over the areas either shown on the Plat or as part of the Drainage Facility. These easements, if not shown on the Plat, shall be as shown on the plans and specifications defined in the Drainage Facility. No structure, planting or other materials shall be permitted to remain in an easement area which would damage or interfere with any of the utilities or change the direction or flow or retard the flow of any portion of the Drainage Facility. Any easement area shall continuously maintained by the Owner of each Lot. The Owner of each Lot shall comply with all drainage plans in the Drainage Facility which has been approved by the City of Fond du Lac as Governing Authority.

24. **ANTENNAS, SATELLITE DISHES AND OTHER EQUIPMENT.**

No ham radio antennas, radio towers, or other similar equipment shall be permitted on any Single Family Residential Lot or Duplex Lot. Television antennas are not prohibited, but shall be subject to the approval of the Architectural Control Committee as to style and location as set forth below. No satellite television receiving dish shall be located on any residential Duplex Lot which exceeds two (2) feet in diameter and then shall not be visible from the street. No other mechanical or electrical equipment or apparatus which is larger than two (2) feet in height or two (2) feet in width may be installed, operated or stored within outside view on any Lot.

Notwithstanding the above, all such facilities shall be subject to the written approval of the Architectural Control Committee before installation.

25. **SIGNAGE.**

No signs shall be displayed within public view with the exception of the following:

- a. Signs of the Developer or its representatives advertising sale of Lots, whether improved or unimproved;
- b. Signs of a builder which advertise newly constructed dwellings for sale;
- c. Signs used for the Parade of Homes or similar purposes provided they shall be of short duration;
- d. One (1) sign of not more than eight (8) square feet used by the Owner of a Lot or a realtor to advertise the Lot and improvements for rent or sale; or

e. Temporary signs not exceeding four (4) square feet advertising such things as garage sales, rummage sales, or household sales provided that they shall not be displayed for more than forty-eight (48) hours before any such sale and shall be removed within twelve (12) hours thereafter.

Notwithstanding the exceptions to signage, the Architectural Control Committee reserves the right to approve the color and copy contained on any such signs.

26. **ALTERNATIVE ENERGY DEVICES.**

Unless expressly approved by the Architectural Control Committee in writing, no alternative energy devices, such as solar panels or sun collecting devices (other than passive solar), windmills, or vertical turbines, shall be allowed on any Lot. Energy Now or gas-powered back up power is allowed subject to approval of the Architectural Control Committee. Geothermal use of the Pond shall be permitted by Owners of residences, Duplexes, or Condominiums surrounding the Pond. An easement is hereby granted in perpetuity for the benefit of such Owners but subject to the condition that the Architectural Control Committee shall approve in writing any such geothermal applications prior to their installation.

27. **NUISANCES.**

No noxious or offensive activity shall be carried on upon any of the Lots, nor shall anything be done which may become an annoyance or nuisance within the Subdivision. The presence of Commercial or Multi-Family dwellings shall not, in and of itself, create a nuisance.

28. **FIRE PITS.**

Lot Owners will be allowed to install exterior fire pits provided they must conform and be installed in a manner which is in compliance with all applicable laws, codes, and ordinances. By way of example, they must be constructed with a minimum three (3) foot border of concrete or masonry construction and be in the rear yard of any Lot. Provided, however, the Architectural Control Committee shall have the authority to make reasonable additional rules and regulations concerning the location and appearance of such fire pits. Any permission granted herein shall, however, be subject to restrictions of the Governing Authority or any other parties authorized to impose land use restrictions.

29. **VEHICLE RESTRICTIONS.**

No inoperable, partially dismantled, wrecked, junk, discarded or unlicensed motor vehicle shall be allowed to remain on any of the Lots outside of a garage for a period of longer than seven (7) days.

No commercial vehicles, other than a pick up truck having a load capacity of less than one ton or a standard sized van, may be parked on any residential lot or on the public streets located within the Subdivision other than those vehicles which are making infrequent trade deliveries. It is specifically the intent of this restriction, by way of example, to prohibit the presence of cargo vans, box trucks, semi-tractors, dump trucks, or other large commercial vehicles which presence detracts from the residential nature of the residential lots located within the Subdivision.

30. **OUTSIDE STORAGE OF CERTAIN ITEMS PROHIBITED.**

No construction equipment, mobile home, motor home, camper, removable camper top, trailer, fishing shanty, boat or snowmobile on or off a trailer, or other item of similar nature shall be permitted on any Residential Lot for more than two (2) weeks unless kept in a garage and completely enclosed from view except when the garage door is open for access shall be allowed. For the benefit of the Subdivision, it is agreed any long term storage or exposure of such personal property is not in the best interest of those owning residential lots.

Piers anchored to the Pond bottom are not allowed. Floating piers anchored or attached to a Lot which adjoins the Pond shall be permitted provided they are removed by November 1 and these shall be also subject to rules or regulations contained in the Out Lot Maintenance and Use Agreement.

31. **TERM, AMENDMENT, ENFORCEABILITY AND SEVERABILITY.**

The Restrictive Covenants shall be deemed covenants which run with the land in perpetuity provided that:

They may be amended by a document signed by eighty percent (80%) of the then Owners of all Lots located in the Subdivision with the exception of Lots 1, 2, 3, and 40 and by not less than fifty percent (50%) of the Owners other than the Developer. Any mortgage holder or lien holder shall not be required to sign or consent to such amendment. Such amendment shall designate a representative of the Architectural Control Committee to record an Affidavit stating the requisite number of votes have been obtained and specifying the amendments to these Restrictive Covenants.

The Architectural Control Committee or any Owner of any Lot other than Lots 1 and 2 shall be entitled to enforce the terms of these Restrictive Covenants in any manner provided by law including injunction. Such enforcement may, at the option of the Architectural Control Committee, be undertaken by the Architectural Control Committee.

In the event any provision contained in these Restrictive Covenants shall be deemed invalid or unenforceable, the same shall be deemed deleted and the remaining provisions shall remain enforceable.

In the event of an action by any Lot Owner or by the Architectural Control Committee to enforce these Restrictive Covenants, then all costs associated therewith, including a reasonable attorneys fee, shall be paid by the non-prevailing party or parties.

32. **BINDING EFFECT.**

These Restrictive Covenants shall be binding upon the parties, their heirs, successors and assigns. As used herein, the term "Purchaser" will mean those acquiring Lots from the Owner as well as parties who may thereafter purchase or have an interest in the Lots.

33. **PARAGRAPH TITLES.**

Paragraph titles are provided for convenience only and shall not be construed as expanding or limiting the provisions of the Restrictive Covenants.

34. **DEVELOPER EASEMENTS.**

In addition to the easements shown on the recorded Plat of the Subdivision, the Developer reserves the right to grant additional easements prior to sale of Lots in furtherance of the development of the Subdivision. This may include, but not be limited to, a public sanitary sewer main easement affecting Lot 8 and Out Lot 1 and Out Lot 2. However, following sale by the Developer to a subsequent owner, the Developer's right to grant such easements shall be terminated.

DATED this 12th day of September, 2005.

WILDLIFE ACRES LIMITED PARTNERSHIP
By: RONMARK LAND CO., General Partner

By



Mark A. Weber, President

Attest:


Ronald Widell, Secretary

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

Personally came before me this 12th day of September, 2005, the above named, Mark A. Weber and Ronald Widell, known to me to be the persons who executed the foregoing instrument, acknowledged the same, and is authorized to sign on behalf of said entity.


Robert V. Edgerton
Notary Public, State of Wisconsin
My Commission is Permanent.

THIS INSTRUMENT DRAFTED BY:

ROBERT V. EDGARTON (#1011146)
ATTORNEY AT LAW

EXHIBIT "A"

DEFINITIONS

Wildlife Acres Subdivision

"Developer" will mean Wildlife Acres Limited Partnership

"General Partner": will mean RonMark Land Co., the general partner of the Developer.

"Owner" will mean any party, including the Developer, holding title to any of the Lots within the Subdivision, together with any other party taking any interest therein whether by conveyance or otherwise by virtue of said Owner.

"Subdivision" will mean that subdivision under applicable laws which has created a mixed-use development known as Wildlife Acres Subdivision and will also mean a small parcel intended as a "vision triangle" which was acquired by the Developer and defined as the Certified Survey Map below.

"Plat" will mean the plat by which the Subdivision was created and is identified. A reduced copy of the same being attached hereto as Exhibit "A".

"Lots" will mean those subdivided parcels of real estate located within the Subdivision other than Out Lots.

"Certified Survey Map Lot" will mean that parcel of real estate not located within the Subdivision, but contiguous thereto, identified as Out Lot 1 being located generally on the northeasterly corner of Lot 2 and more particularly described in Certified Survey Map #6894 recorded in Volume 48 of Certified Survey Maps, pages 91 and 91A.

"Out Lots" will mean those subdivided portions of the Subdivision other than Lots numbered Out Lot 1, Out Lot 2, and Out Lot 3. (Please Note: The Certified Survey Map Lot defined in the preceding paragraph is not defined as an Out Lot for the reason that it is not located within the Subdivision.)

"Pond Lots" will mean Lots 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, and 23 of the Subdivision and as are identified on the Plat. These are single family residential lots.

"Off Pond Lot Owners" will mean the owners of those single family residential lots within the Subdivision as shown on the Plat being specifically Lots 24, 25, 26, 27, 36, 37, 38, 39, 41, 42, 43 and 44.

"Duplex Owners" will mean the owners of those lots which will be zoned in a manner which will allow construction of duplexes which may or may not be converted to condominiums and these being specifically Lots 4, 5, 6, 7, 8, 28, 29, 30, 31, 32, 33, 34, and 35 as shown on the Plat.

"Pond Condominium Lots" will mean the owners of Lots 9 and 18 of the Subdivision as shown on the Plat. These Lots will be reserved for condominium purposes.

"Multi-Family Parcels" will mean Lots 3 and 40 which are planned for multi-family development. The Developer reserves the right to subdivide Lot 40 provided that approval of the Association is obtained in the manner provided in its Bylaws and provided that any such subdivided lots shall be governed by the Restrictive Covenants recorded to control development of the Subdivision.

"Commercially-Zoned Parcels" will mean Lots 1 and 2 of the Subdivision as shown on the Plat. In addition, the Certified Survey Map Lot defined above shall be considered a part of Lot 2 and shall be conveyed by the Developer or all successors together with Lot 2 or if Lot 2 is subdivided in any manner with a portion of Lot 2 as though it had been a part of Wildlife Acres. The Developer or successor reserves the right to develop these parcels in a condominium format and reserves the right to subdivide these parcels provided that the approval of the Association is obtained in the manner provided in the Bylaws and provided that the Restrictive Covenants shall continue to apply to any parcel so created.

"Pond" will mean that portion of the Drainage Facility located upon Out Lot 2 and is known as Lili's Pond which is an amenity to be used in conformance with the Out Lot Maintenance and Use Agreement and Restrictive Covenants and is part of the Drainage Facility as hereinafter defined.

"Out Lot 1" will mean that Out Lot within the Subdivision so identified on the Plat. which will be used as a walking trail and an access to Out Lot 2 for those individuals, and subject to those restrictions affecting the use thereof. Out Lot 1 lies east of Lot 8.

"Out Lot 2" will mean that portion of the Subdivision so identified on the Plat and consists of an access to and from the Pond, as well as the Pond and accompanying elements of the Drainage Facility.

"Out Lot 3" will mean that portion of the Subdivision so designated which will be used for a walking trail. Out Lot 3 lies north of Lots 31, 32 and 40.

"Out Lots" may be used on occasion for convenience to refer to Out Lot 1, Out Lot 2, and Out Lot 3.

"Out Lot Maintenance and Use Agreement" will mean that recorded document which will control the use of the Out Lots and responsibility for maintenance of the Drainage Facility.

"Association" will mean the non-profit, non-stock corporation formed under Chapter 181 of the Wisconsin Statutes known as "Wildlife Acres Owners' Association, Inc. By virtue of the Out Lot Maintenance and Use Agreement, all lot owners will be entitled to become members and be required to become members of the Association.

"Drainage Facility" will collectively mean those elements or features located within the Subdivision which are set forth in documents filed with the City of Fond du Lac in connection with approval of the Plat of the Subdivision. These documents have been prepared on behalf of the Developer by MSA Professional Services, Inc. ("MSA") and are referred to by MSA as Project No. 191943 and which consist, among other things, of the Drainage and Landscaping Plan for the Subdivision, the provisions for the Pond and for Storm Water Management, and other mechanical systems which are associated with the Drainage Facility including a well, aerator, and outflow structures. A more detailed description of the Drainage Facility can be obtained by referring to said MSA plans and documents filed with the City of Fond du Lac.

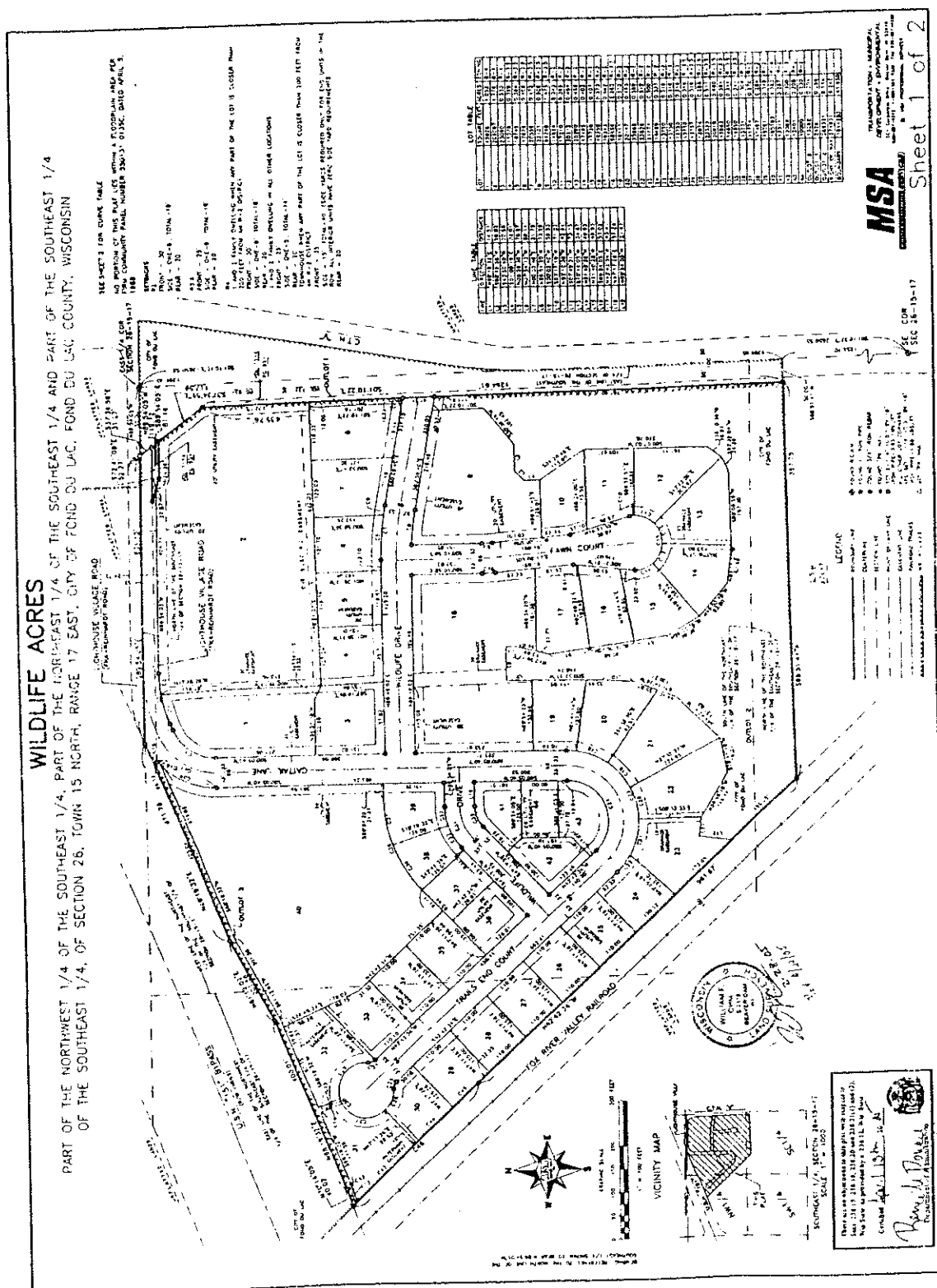
"Amenities" will mean structures or features which may be added by the Developer, at Developer's option, within the Out Lots for the benefit of those owners or guests and invitees of owners with the exception of the Commercially-Zoned Parcels. Examples of Amenities which may be provided by the Developer are benches and a gazebo.

"Restrictive Covenants" will mean that document which is recorded and affects the development of the Subdivision in the manner stated therein.

"Governing Authority" will mean the City of Fond du Lac or any other political subdivision of the State of Wisconsin or designee thereof having the legal authority to govern management and control of the Storm Water Management Facility and use of the Out Lots in the event the Association shall not perform these obligations in accord with the plans for the Drainage Facility and/or in the event the use of the Out Lots or maintenance of the Out Lots is not in conformance with applicable laws, codes, and ordinances.

"Subdivision Identification Sign" will mean that sign which will be installed by the Developer at or near the entrance to the Subdivision identifying the Subdivision and which will be placed within the right of way subject to the benefits and burdens set forth in a certain document entitled "Revocable Occupancy Permit" recorded as Document No. 847163 on May 20, 2005 at the office of the Register of Deed in and for Fond du Lac County, Wisconsin. All terms are incorporated by reference. This identification sign shall, upon installation, become the property of the Association to be maintained by it in the same case as the Amenities.

"Lighted Commercial Sign" will mean that lighted commercial sign which may be installed in the right of way adjacent to the Subdivision pursuant to the Revocable Occupancy Permit and subject to other terms and conditions contained therein, the same being recorded May 20, 2005 as Document No. 847163 in the office of the Register of Deeds in and for Fond du Lac County, Wisconsin.

Wildlife Acres Subdivision
Restrictive Covenants

WILDLIFE ACRES SUBDIVISION

**OUT LOT MAINTENANCE
AND USE AGREEMENT**

DOC# 3155832

Recorded
SEP. 14, 2005 AT 11:17AM

Document Number

Return Address:

Attorney Robert V. Edgerton
Edgerton, St. Peter, Petak,
& Rosenfeldt
P. O. Box 1276
Fond du Lac, WI 54936-1276

Parcel I.D. Number:

Recording Area

Patricia Kraus
PATRICIA KRAUS
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$33.00

WILDLIFE ACRES SUBDIVISION

OUT LOT MAINTENANCE AND USE AGREEMENT

Affecting real estate located in the City of Fond du Lac, Fond du Lac County, Wisconsin, more particularly described as follows:

Lots 1 through 44 of the Plat of Wildlife Acres Subdivision to the City of Fond du Lac, Fond du Lac County, Wisconsin, and Out Lots 1, 2, and 3 of Wildlife Acres Subdivision to the City of Fond du Lac, Fond du Lac County, Wisconsin.

RECITALS:

1. Definitions. The term "Agreement", as used for convenience herein, will mean this Out Lot Maintenance and Use Agreement. Other terms which are defined in Exhibit "A" are incorporated herein by reference.

2. The Developer and any successor to the Developer all collectively referred to as "Owner" recognize, by virtue of taking title to a Lot located within the Subdivision, the need for continued maintenance of the Drainage Facility and for Rules and Regulations concerning use and maintenance of the Out Lots and Amenities.

* * * * *

**THE DEVELOPER, AND EACH OWNER OF ANY PORTION OF THE SUBDIVISION,
AGREES AS FOLLOWS:**

I. *Membership In The Association*

By virtue of taking title to any Lot within the Subdivision, each Owner shall be entitled to become, and shall be required to become, a member of the Association and abide by the terms of this Agreement, the Bylaws of the Association, and the recorded Restrictive Covenants.

II. *Developer Responsibility / Owner Responsibility*

The Developer shall be responsible as Members of the Association for completion of the Out Lots in a manner which is consistent with the Drainage Facility and which has been approved by the Governing Authority, the City of Fond du Lac ("Governing Authority").

Each Owner shall be responsible for those dues and assessments which are necessary to maintain the Out Lots, including the Drainage Facility, landscaping, and maintenance of Amenities and Subdivision Identification Sign as that is defined in Exhibit "A" and whose terms and limitations are set forth in the Definitions.

The Owner of Lot 2 will be responsible for the Lighted Commercial Sign and this will not be the responsibility of the Association and the Owner of Lot 2 will comply with all of the

terms and provisions of the recorded agreement referred to in the Definitions of the Lighted Commercial Sign.

III. Authority of Governing Authority

The Governing Authority, and any administrating authority, assigns, or designees, shall have the right to come upon the Subdivision, including the Lots and Out Lots, to evaluate and inspect the maintenance of the Drainage Facility, to the extent necessary to ascertain whether or not the Drainage Facility is being maintained in accordance with the terms of this Agreement and in accord with the function intended by the Plans and Specifications concerning the Drainage Facility which have been approved by the Governing Authority in connection with approval of the Subdivision.

In the event that the Governing Authority determines that the Association has neglected its duty to maintain the Out Lots in this manner, then the Governing Authority may provide written notice to the Board of Directors of the Association specifying the corrective actions that must be undertaken by the Association and allowing a reasonable time to comply. In the event the Association fails to initiate and complete the required corrections within a reasonably specified period of time, the Governing Authority shall be authorized to perform the work or to retain others to perform the work to correct any such deficiencies and shall be granted the authority to assess the costs thereof on the tax rolls of each of the Lot Owners pursuant to the applicable provisions of law, including Chapter 66 of the Wisconsin Statutes provided that:

A. Any such assessment shall be in proportion to the responsibility of each Owner of a Lot within the Subdivision as more particularly specified on **Exhibit "B"** as the "share of assessments per Lot" and as is also set forth in the Bylaws of the Association and exhibits attached thereto except as revised per Paragraph III.B. below.

B. Provided, further, in the event that the Association has granted permission to the Owner of Lots 1, 2, or 40 to re-subdivide said Lots after approval of the Subdivision Plat, then the responsibility for assessments pursuant to this paragraph shall be subject to the reallocation in the manner approved by the Bylaws of the Association. However, any such reallocation by the Association of responsibility for maintenance and repairs to the Out Lots and the Drainage Facility shall always be made in such manner as to have the Owners of the Lots in the Subdivision responsible for one hundred percent (100%) of such cost. At the request of the Governing Authority, the Association will furnish to any of its representatives a then current Allocation Table reflecting the responsibility of each particular Lot for the costs of maintenance.

C. The Association has reserved the right to abandon the walking trail identified as Out Lot 3 on the Subdivision Plat. In such event, the same will be deemed severed from this Agreement and added to the adjoining Lots in the manner provided in the Bylaws and the Owners of such adjoining Lots shall thereafter be responsible for all of the costs associated with that portion of the Out Lots which are conveyed by the Association to such Lot Owners.

IV. ***Special Provisions Regarding the Use of the Out Lots***

All Owners of all Lots agree to the following restrictions or covenants concerning use of the Out Lots:

A. The Owners and guests and invitees of the Owners of the Commercially-Zoned Parcels shall not be accorded the right of use of the Out Lots. However, in the event the zoning of these parcels is changed to Residential in the manner provided in the Bylaws, including Article IV, then the corresponding revision of the Allocation Table will be made with respect to dues and assessments and votes in the affairs of the Association and in such event the Owners, guests, and invitees of those presently Commercially-Zoned Parcels which are rezoned to Residential will be accorded use of the Out Lots.

B. The right of access of Owners and guests and invitees to the Out Lots shall not apply to the Commercially-Zoned Parcels.

C. The additional terms and restrictions that apply to the Out Lots and the Drainage Facility which are contained in the Restrictive Covenants shall be deemed incorporated in this Agreement.

D. The Owners shall comply with the Drainage Facility in such a manner as to allow all Owners to discharge storm water through the Drainage Facility. In the event any geothermal use of the Pond is permitted in the manner allowed by the Restrictive Covenants, such use shall not interfere with the operation of the Drainage Facility as intended.

E. The following specific rules shall be adopted as to use of the Out Lots.

1. No general public access shall be permitted on any of the Out Lots.

2. No gasoline powered engines shall be used on the Pond. Manual or electric powered boats not having a power source exceeding one 12V battery may be permitted. Row boats, canoes and small paddle boats are permitted to be used upon the Pond. No boat or other floating device shall, however, exceed twelve (12) feet in length.

3. Use of the Pond shall be restricted to the Owner, Owner's immediate family, and such guest or guests as are accompanied by the Owner or resident member of the family. For purposes of this paragraph, the term "Owner" shall also include any individual, individuals, or family which may be renting a residence within the Subdivision.

4. Feeding of fish, geese, ducks, or any other animals which frequent the Out Lots or the Pond is prohibited.

5. Planting of any fish within the Pond is prohibited except with the express written permission of the Architectural Control Committee.

6. Fishing shall be permitted only by the use of rod and reel, fishing pole, or ice fishing tip up device. No nets or other devices may be used to catch fish. No ice

fishing shanties shall be allowed. No commercial fishing shall be allowed. Restrictions contained herein shall be in addition to any other restrictions which may apply including those of the State of Wisconsin.

7. No Lot Owner shall attempt to control the level of the Pond other than through the Association. Use of the non-potable water from the Pond for watering lawns, trees or shrubs is permitted.

8. Access to the Pond shall be, with the exception of the Pond Lots, only from that portion of Out Lot 2 which is along the east side of Lot 9 and thereafter through the walking trail which extends from that point to the generally southeasterly boundary of Lot 23. Only Pond Lot Owners or Pond Condominium Lot Owners (Lots 9 through 23 inclusive) shall have access to the Pond from those Lots and no other Lot Owners or guests or invitees shall be granted any express or implied permission to said Lots.

9. No camping, barbequing or sunbathing shall be permitted on any of the Out Lots, including Out Lot 2.

10. Any minors shall be properly supervised at the risk of their guardians or caretakers and any children under the age of twelve (12) shall not access the Pond except when supervised by an adult.

11. Non-Pond Lot and non-Condominium Pond Lot Owners may bring a floating device which is restricted in the manner provided above on a daily basis but the same shall be removed. All personal property brought onto any Out Lot, except as expressly stated otherwise, shall be removed each day from such Out Lot.

12. Except as to Owners of guests or invitees of Owners of Lots 9 through 23 inclusive, the launching of boats or other such devices shall only be from that portion of Out Lot 2 which is not subdivided into Lots. Specifically, this is the access portion of Out Lot 2 which is adjacent on the east to Lot 9.

13. Owners of Lots 9 through 23 inclusive shall have exclusive access to Out Lot 2 from their respective Lots and no other Lot Owners or guests or invitees shall have rights to trespass on any portion of Out Lot 2 between the Pond and said Lots.

14. Provided, however, the Owners of those Lots which abut Out Lot 2 shall be deemed to have granted an easement for the maintenance of the Pond on any portion which is that portion of the Drainage Facility located upon said Lot.

15. Those Lot Owners which adjoin the Pond, being specifically Lots 9 through 23 inclusive, shall be accorded the following additional privileges, but subject to the following restrictions:

a. A single boat may be stored upon the shore during the boating season. It shall be removed from the shore for winter storage each year by Thanksgiving. Any such boat shall be subject to the general limitations as to size and power as previously set forth.

b. These Owners may install a floating pier or deck which shall not greater than ten (10) feet by six (6) feet in size. No permanent dock or launching area shall be constructed. Piers or similar devices attached or anchored to the Pond bottom are not allowed. Floating piers anchored or attached to a Lot which adjoins the Pond meeting the size restriction above shall be removed by November 1 of each year.

c. All boats shall be removed to the shore each day following use.

d. These Lot Owners shall, in addition to any other provisions contained herein, take all reasonable steps to prevent runoff during any construction and to maintain landscaping from their lot to the rip rap which will surround the Pond. The application of any pesticide within forty (40) feet of the Pond shall be prohibited unless approved in writing by the Board of Directors of the Association.

e. The Architectural Control Committee may allow these Lot Owners to alter the bank surrounding the Pond in a manner to allow easier access but such approval must be in writing and shall not adversely affect the Pond or the Drainage Facility.

f. The Architectural Control Committee is, among other authority, given the authority to review use of fertilizers, including those provisions contained in Paragraph 11 of the Restrictive Covenants.

V. ***Effect of the Agreement***

The terms of this Agreement shall be deemed covenants which run with the land in perpetuity.

DATED this 12th day of September, 2005.

DEVELOPER:

WILDLIFE ACRES LIMITED PARTNERSHIP
By: RONMARK LAND CO.

By:


Mark A. Weber, President

Attest:


Ronald Widell, Secretary

STATE OF WISCONSIN :
: ss
FOND DU LAC COUNTY :

Personally came before me this 12th day of September, 2005, the above named Mark A. Weber and Ronald Widell, to me known to be the persons who executed the foregoing instrument, acknowledged the same, and are authorized to sign on behalf of said entity.



Robert V. Edgarton, Notary Public
State of Wisconsin
My Commission is Permanent.

THIS INSTRUMENT DRAFTED BY:
ROBERT V. EDGARTON (#1011146)
ATTORNEY AT LAW

Exhibit "A"

Definitions

Wildlife Acres Subdivision

"Developer" will mean Wildlife Acres Limited Partnership

"General Partner": will mean RonMark Land Co., the general partner of the Developer.

"Owner" will mean any party, including the Developer, holding title to any of the Lots within the Subdivision, together with any other party taking any interest therein whether by conveyance or otherwise by virtue of said Owner.

"Subdivision" will mean that subdivision under applicable laws which has created a mixed-use development known as Wildlife Acres Subdivision and will also mean a small parcel intended as a "vision triangle" which was acquired by the Developer and defined as the Certified Survey Map below.

"Plat" will mean the plat by which the Subdivision was created and is identified. A reduced copy of the same being attached hereto as Exhibit "A".

"Lots" will mean those subdivided parcels of real estate located within the Subdivision other than Out Lots.

"Certified Survey Map Lot" will mean that parcel of real estate not located within the Subdivision, but contiguous thereto, identified as Out Lot 1 being located generally on the northeasterly corner of Lot 2 and more particularly described in Certified Survey Map #6894 recorded in Volume 48 of Certified Survey Maps, pages 91 and 91A.

"Out Lots" will mean those subdivided portions of the Subdivision other than Lots numbered Out Lot 1, Out Lot 2, and Out Lot 3. (Please Note: The Certified Survey Map Lot defined in the preceding paragraph is not defined as an Out Lot for the reason that it is not located within the Subdivision.)

"Pond Lots" will mean Lots 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, and 23 of the Subdivision and as are identified on the Plat. These are single family residential lots.

"Off Pond Lot Owners" will mean the owners of those single family residential lots within the Subdivision as shown on the Plat being specifically Lots 24, 25, 26, 27, 36, 37, 38, 39, 41, 42, 43 and 44.

"Duplex Owners" will mean the owners of those lots which will be zoned in a manner which will allow construction of duplexes which may or may not be converted to condominiums and these being specifically Lots 4, 5, 6, 7, 8, 28, 29, 30, 31, 32, 33, 34, and 35 as shown on the Plat.

"Pond Condominium Lots" will mean the owners of Lots 9 and 18 of the Subdivision as shown on the Plat. These Lots will be reserved for condominium purposes.

"Multi-Family Parcels" will mean Lots 3 and 40 which are planned for multi-family development. The Developer reserves the right to subdivide Lot 40 provided that approval of the Association is obtained in the manner provided in its Bylaws and provided that any such subdivided lots shall be governed by the Restrictive Covenants recorded to control development of the Subdivision.

"Commercially-Zoned Parcels" will mean Lots 1 and 2 of the Subdivision as shown on the Plat. In addition, the Certified Survey Map Lot defined above shall be considered a part of Lot 2 and shall be conveyed by the Developer or all successors together with Lot 2 or if Lot 2 is subdivided in any manner with a portion of Lot 2 as though it had been a part of Wildlife Acres. The Developer or successor reserves the right to develop these parcels in a condominium format and reserves the right to subdivide these parcels provided that the approval of the Association is obtained in the manner provided in the Bylaws and provided that the Restrictive Covenants shall continue to apply to any parcel so created.

"Pond" will mean that portion of the Drainage Facility located upon Out Lot 2 and is known as Lili's Pond which is an amenity to be used in conformance with the Out Lot Maintenance and Use Agreement and Restrictive Covenants and is part of the Drainage Facility as hereinafter defined.

"Out Lot 1" will mean that Out Lot within the Subdivision so identified on the Plat, which will be used as a walking trail and an access to Out Lot 2 for those individuals, and subject to those restrictions affecting the use thereof. Out Lot 1 lies east of Lot 8.

"Out Lot 2" will mean that portion of the Subdivision so identified on the Plat and consists of an access to and from the Pond, as well as the Pond and accompanying elements of the Drainage Facility.

"Out Lot 3" will mean that portion of the Subdivision so designated which will be used for a walking trail. Out Lot 3 lies north of Lots 31, 32 and 40.

"Out Lots" may be used on occasion for convenience to refer to Out Lot 1, Out Lot 2, and Out Lot 3.

"Out Lot Maintenance and Use Agreement" will mean that recorded document which will control the use of the Out Lots and responsibility for maintenance of the Drainage Facility.

"Association" will mean the non-profit, non-stock corporation formed under Chapter 181 of the Wisconsin Statutes known as "Wildlife Acres Owners' Association, Inc. By virtue of the Out Lot Maintenance and Use Agreement, all lot owners will be entitled to become members and be required to become members of the Association.

"Drainage Facility" will collectively mean those elements or features located within the Subdivision which are set forth in documents filed with the City of Fond du Lac in connection with approval of the Plat of the Subdivision. These documents have been prepared on behalf of

the Developer by MSA Professional Services, Inc. ("MSA") and are referred to by MSA as Project No. 191943 and which consist, among other things, of the Drainage and Landscaping Plan for the Subdivision, the provisions for the Pond and for Storm Water Management, and other mechanical systems which are associated with the Drainage Facility including a well, aerator, and outflow structures. A more detailed description of the Drainage Facility can be obtained by referring to said MSA plans and documents filed with the City of Fond du Lac.

"Amenities" will mean structures or features which may be added by the Developer, at Developer's option, within the Out Lots for the benefit of those owners or guests and invitees of owners with the exception of the Commercially-Zoned Parcels. Examples of Amenities which may be provided by the Developer are benches and a gazebo.

"Restrictive Covenants" will mean that document which is recorded and affects the development of the Subdivision in the manner stated therein.

"Governing Authority" will mean the City of Fond du Lac or any other political subdivision of the State of Wisconsin or designee thereof having the legal authority to govern management and control of the Storm Water Management Facility and use of the Out Lots in the event the Association shall not perform these obligations in accord with the plans for the Drainage Facility and/or in the event the use of the Out Lots or maintenance of the Out Lots is not in conformance with applicable laws, codes, and ordinances.

"Subdivision Identification Sign" will mean that sign which will be installed by the Developer at or near the entrance to the Subdivision identifying the Subdivision and which will be placed within the right of way subject to the benefits and burdens set forth in a certain document entitled "Revocable Occupancy Permit" recorded as Document No. 847163 on May 20, 2005 at the office of the Register of Deed in and for Fond du Lac County, Wisconsin. All terms are incorporated by reference. This identification sign shall, upon installation, become the property of the Association to be maintained by it in the same case as the Amenities.

"Lighted Commercial Sign" will mean that lighted commercial sign which may be installed in the right of way adjacent to the Subdivision pursuant to the Revocable Occupancy Permit and subject to other terms and conditions contained therein, the same being recorded May 20, 2005 as Document No. 847163 in the office of the Register of Deeds in and for Fond du Lac County, Wisconsin.

Exhibit "B"

Pond Lots Share of Assessment Per Lot

10	1.46%
11	1.46%
12	1.46%
13	1.46%
14	1.46%
15	1.46%
16	1.46%
17	1.46%
19	1.46%
20	1.46%
21	1.46%
22	1.46%
23	1.46%

Pond Condominium Lots

18	1.09%
18	1.09%
18	1.09%
18	1.09%
18	1.09%
18	1.09%
18	1.09%
18	1.09%
18	1.09%
18	1.09%
9	1.09%
9	1.09%
9	1.09%
9	1.09%
9	1.09%
9	1.09%

Off Pond Lot Owners

24	0.58%
25	0.58%
26	0.58%
27	0.58%
36	0.58%
37	0.58%
38	0.58%
39	0.58%
41	0.58%
42	0.58%
43	0.58%
44	0.58%

Duplex Owners

4	0.36%
4	0.36%
5	0.36%
5	0.36%
6	0.36%
6	0.36%
7	0.36%
7	0.36%
8	0.36%
8	0.36%
28	0.36%
28	0.36%
29	0.36%
29	0.36%
30	0.36%
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31	0.36%
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32	0.36%
33	0.36%
33	0.36%
34	0.36%
34	0.36%
35	0.36%
35	0.36%

Multi-Family Parcels

3	1.46%
40	15.28%

Commercial Parcels

1	3.64%
2	26.78%

100.00%

OAD

190'

OF CITY

