

PLAT RESTRICTIONS FOR WHITE PINE HEIGHTS

Located in a part of the Northwest 1/4 of the Northeast 1/4 and a part of the Northeast 1/4 of the Northeast 1/4 of Section 26, Town 15 North, Range 17 East, City of Fond du Lac, Fond du Lac County, Wisconsin. The parcel is more particularly described as follows:

Commencing at the North 1/4 corner of said Section 26-15-17; thence South 00° 29' 40" West, along the North-South 1/4 line and the centerline of Martin Road, 811.06 feet; thence South 88° 47' 11" East, 333.02 feet; thence South 64° 28' 00" East, 72.85 feet; thence South 88° 47' 11" East, 690.80 feet; thence North 31° 12' 49" East, 622.76 feet; thence South 58° 47' 11" East, 178.65 feet; thence South 88° 47' 11" East, 88.92 feet; thence North 01° 12' 49" East, 183.29 feet; thence North 00° 11' 29" East, 207.74 feet to the Northerly line of the Northeast 1/4 of said Section 26; thence North 88° 47' 11" West, along said line, 1651.69 feet to the point of commencement.

Construction Term:

The exterior of any structure must be completed within one year.

Temporary Structures:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time for a residence either temporarily or permanently.

Building Site:

No one story dwelling shall be constructed or maintained on any parcel of land which shall have less than 1800 square feet of living space on the first floor.

No multi-story dwelling shall be constructed or maintained on any parcel of land which shall have less than 2000 square feet of living space for a bi-level or tri-level dwelling, excluding and excepting in all cases, basements, garage space or one story open porches.

Each dwelling shall include an attached garage of not less than a two car capacity and not more than a four car capacity.

Architectural Control:

No building or satellite dish shall be erected, placed or altered on any building plat in this subdivision until the building plans, specifications, grades and/or elevations and plot plan showing the location of such building or satellite dish have been approved in writing as to conformity and harmony of external design with the existing structures in this subdivision, and as to the location of the building with respect to topography and finished ground elevation, by a committee formed of Gregory J. Hechimovich, David M. Hechimovich, and Dennis C. Hechimovich, or by a representative designated by a majority of the members of said committee. In the event of death, incapacity or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its delegated representative fails to approve or disapprove such design or location as provided herein within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin

construction has been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with. The committee shall have the right to refuse the erection of a secondary building not attached to the primary residence.

Trailers:

House trailers, mobile homes, travel trailers, boats, boat trailers, snowmobiles, recreational vehicles, and/or unlicensed vehicles shall not be kept on the premises unlicensed, except for a period of two weeks per calendar year.

Existent Building:

No existent building or structure or dwelling shall be moved onto any parcel of land in this subdivision.

Building Lot:

No owner shall erect or build a dwelling on less than one platted lot within this subdivision.

Utilities:

All electric distribution lines (excluding lines of 15,000 volts or more), all telephone lines from which lots are individually served, all telegraph lines, and all community antenna television cables installed within the properties herein described shall be underground, except that associated equipment and facilities which are appurtenant, to underground electric and communications systems, such as, but not limited to substation, padmounted transformers, switches, and above ground pedestal-mounted terminal boxes, may be located above ground level. Such facilities shall be located within easements herein specified, and grade level of such easements after the installation of underground lines shall not be altered more than 6 inches by the subdivider, his agent, or by subsequent owners of the lots on which such utility easements are located, except with written consent of the utility or utilities involved.

Livestock:

No livestock, animals, or pet animals, of any kind shall be kept on any lot in this subdivision except a pet dog, cat, or rabbit is permitted.

Utility Easement:

A perpetual right and easement is hereby dedicated, reserved, and conveyed to the Wisconsin Power and Light Company, and any other public utility corporation providing utility service to the above plat and to all governmental entities (collectively the "grantees") providing utility service to the above plat, the respective successors and assigns, over, under, across and within the area as shown by dotted lines and marked "easement" on the above plat. The grantees shall have the right to install, lay, construct, renew, rebuild, operate and maintain storm and sanitary sewers, pipes, conduits, cables, underground wires, together with all necessary transformers and other appurtenances for the purpose of serving the property described in this plat, and any other property with telephone, electric, gas, sewer, water and other utility service. Grantees are hereby granted the right to use the streets located within the aforesaid plat for said purposes. Further, the grantee shall

have the right to enter upon the lots at all times to install, lay, construct, reconstruct, operate and maintain within the easement area, said storm and sanitary sewers, pipes, conduits, cables, wires, transformers and other appurtenances, and the right is hereby granted to cut down, remove or trim and keep trimmed any trees and shrubs that interfere with the operation, maintenance or removal of any of the above described public utility facilities installed within said easement area. No permanent buildings or other structures will be placed within said easements.

Term:

These covenants are to run with the land in this subdivision and shall be binding on all owners, their heirs, successors and assigns, unless an instrument signed by the then owners of a majority of the lots has been recorded agreeing to change these covenants in whole or part.

Enforcement:

Enforcement shall be by proceeding at law or in equity against any person by the Architectural Control Committee or by any other fee simple lot owner violating or attempting to violate any covenants, either to restrain violation or to recover damages and reasonable attorneys fees. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

White Pine Resources, a partnership, as owners, we hereby certify that we caused the land described on the Plat of White Pine Heights to be surveyed, divided, mapped and dedicated as represented on the plat. We also certify that to insure the best use and most appropriate development of the owners of all sites, to preserve the natural beauty and to assure the highest and best residential development of the area, the following restrictions are imposed, to be effective from the date of this plat, and the same need not be restated in any deed of land contained therein.

Witness the hands and seals of said owners this 31 day of Dec., 1992.

David M. Hechimovich
David H. Hechimovich

Gregory J. Hechimovich
Gregory J. Hechimovich

Dennis C. Hechimovich
Dennis C. Hechimovich

Mark G. Hechimovich
Mark G. Hechimovich

Timothy L. Hechimovich
Timothy L. Hechimovich

