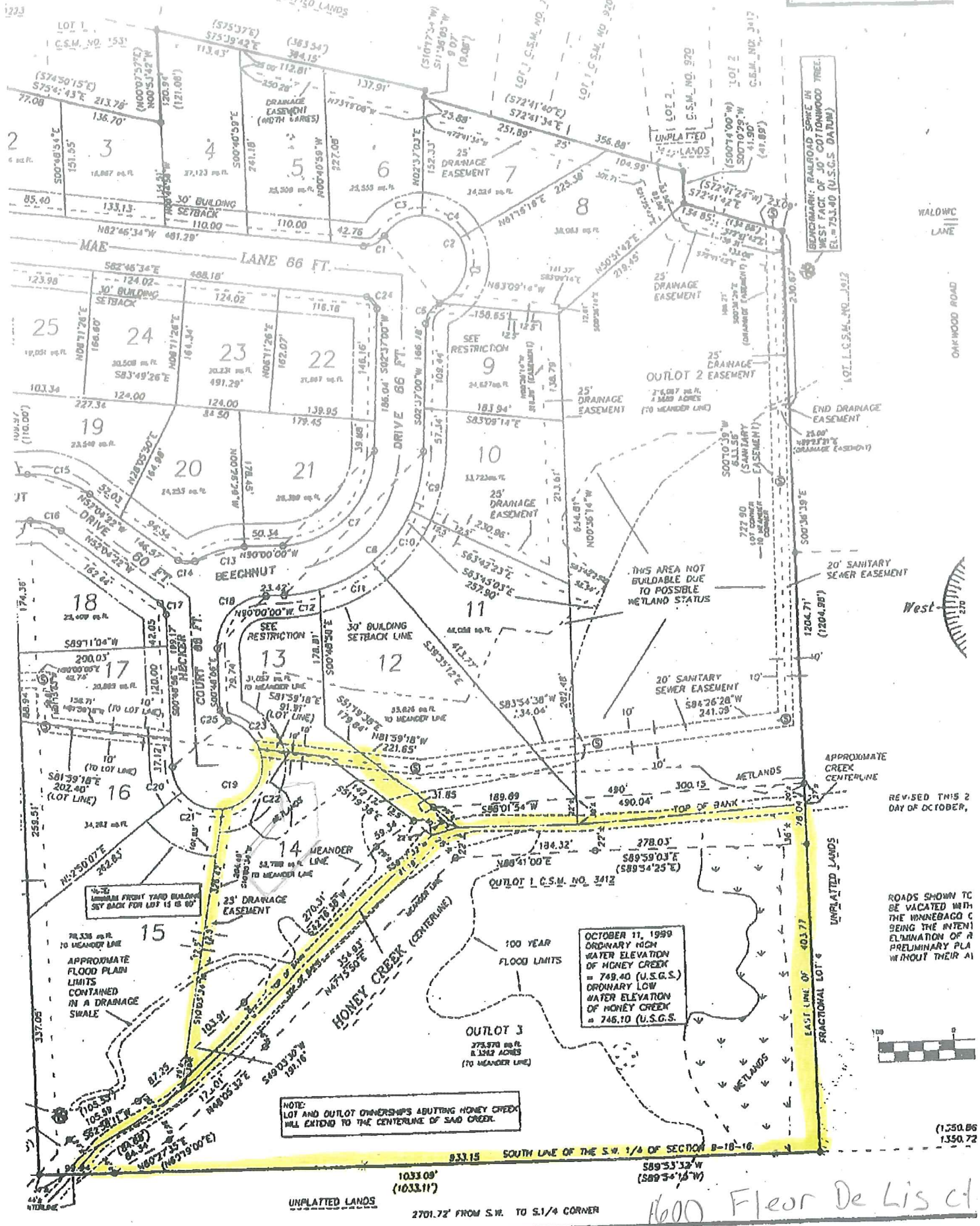




BENCHMARK: RAILROAD SINK IN
WEST FACE OF JOE COTTONWOOD TREE.
ELEVATION 753.40 (U.S.C.S. DATUM)



REVISED THIS 2
DAY OF OCTOBER,

ROADS SHOWN TO
BE VACATED WITH
THE WYNNBAGO C
BEING THE INTEN
ELIMINATION OF A
PRELIMINARY PL
WITHOUT THEIR AI

OCTOBER 11, 1999
ORDINARY HIGH
WATER ELEVATION
OF HONEY CREEK
= 749.40 (U.S.C.S.)
ORDINARY LOW
WATER ELEVATION
OF HONEY CREEK
= 745.10 (U.S.C.S.)

NOTE:
LOT AND OUTLOT OWNERSHIP'S ADJUTING HONEY CREEK
WILL EXTEND TO THE CENTERLINE OF SAID CREEK.

1600 Fleur De Lis

**HECKER HOLLOW SUBDIVISION
COVENANTS, RESTRICTIONS AND EASEMENTS**

The undersigned, PATRON DEVELOPMENT, LLP, as owner (hereinafter referred to as "Owner" or "Developer" of the following described real property:

Lots 1 through 27, inclusive, in HECKER HOLLOW in the Town
of Algoma, Winnebago County, Wisconsin.
Tax Parcel No. Pt. 002-0041-1 & Pt. 002-0041

hereby make the following declarations as to limitations, restrictions and uses to which said premises may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land, as specified by law, and shall be binding on all parties who acquire any of said Lots from Owner and all persons claiming under them. These covenants and restrictions shall be for the benefit of and limitations upon all future owners in said Plat, this declaration of restrictions being for the purpose of keeping said real property desirable, uniform and suitable in architectural design and used as hereinafter specified.

A. Residential Use

The lots shall be used for single family residential purposes only. However, Lot #8 may also be used for purposes of providing ingress and egress to Outlots Two (2) and Three (3).

The lot buyer shall be responsible for maintaining the lot in neat condition. Pre-construction lots shall be cultivated or tended to so as to keep the lot free of noxious weeds or grasses in excess of 6" in height. Post-construction lots shall be maintained in accordance with Section F.9. of these covenants

B. Dwelling Size and Type

No dwelling constructed elsewhere shall be moved upon any lot. The dwelling shall not exceed two stories in height. The livable square footage, exclusive of porches, garages and basements, shall not be less than 2,000 square feet above grade level.

C. Garages

No dwelling shall have less than a three (3) car garage, which shall be attached to the dwelling.

D. One Dwelling Per Lot

No lot may be subdivided so as to permit the construction of more than one dwelling per lot. No building constructed elsewhere shall be moved upon any lot.

E. Architectural Committee

No building shall commence to be erected, added to, or altered, on any lot until the plans and specifications have been approved by the Architectural Committee. At least thirty (30) days prior to commencement of any construction, one (1) copy of the plans and specifications must be delivered personally to a member of the Architectural Committee. The Committee shall make every effort to approve or disapprove the plans and specifications in writing before the set date for commencement of construction. Failure of the Committee to give written approval or disapproval within thirty (30) days will be considered the same as a written approval and the lot owner shall be free to commence construction. All construction shall be completed in accordance with such plans and specifications, and the committee shall retain plans and specifications until the construction of the dwelling is completed.

The initial committee shall consist of Ronald L. Tenpas, Charles J. Hertel and Kevin Purtell. In the event of death or resignation of any committee member, the survivors shall appoint a successor. Upon the sale of all lots in the subdivision, the committee of three shall be appointed by majority vote of the owners of the lots in the Plat, one (1) vote being allocated to each lot.

From time to time, situations may arise requiring the Architectural Committee to examine, react and make particular changes beneficial to all lot owners in this subdivision and/or specific lot owner's situations. These factors which require an adjustment to where these covenants overlooked factual information or ordinances and situations have changed.

F. Building Restrictions

1. No sheds or other out buildings may be constructed or placed on any lot.
2. The parking of service vehicles owned or operated by the lot owners, their families and guests is prohibited unless they are kept in garages. The storage or parking of immobile automobiles, boats, other watercraft, RV's, mobile homes, snowmobiles and motorcycles or any other recreational vehicles is prohibited unless kept inside garages. Overnight guests, staying in a hard sided RV only, are allowed for a maximum of three (3) nights.
3. Driveway culverts shall be installed under all driveways by the lot owner. All driveway culverts shall be sized according to the recorded drainage plan and shall have apron end sections on each end.
4. No excess dirt and/or fill shall leave the subdivision and is controlled by the Architectural Committee only, as to where it is to be moved to, stored and/or located. Small berms are at the expense of the lot owner.
5. No dwelling shall be located closer than 30 feet from the street right of way, or, if so shown on the recorded Plat, certain lots must adhere to the Plat specifications.

6. The exterior of all dwellings with natural wood shall be stained within one (1) year of commencement of dwelling construction with the exception of cedar shake shingles. No dwelling shall be constructed of logs or log siding, and there shall be no natural weathering of siding on the exterior of the dwelling. "Texture 1-11" hardboard or other similar siding is not permitted.
7. No satellite dish shall be located on any lot, except that one (1) satellite dish not exceeding twenty (20) inches in diameter may be installed as part of the dwelling.
8. Outlot #1 is deed restricted and must be sold to an adjoining property owner. Lot #13 is deed restricted in that its driveway shall not be into the cul de sac. Lot #27 is deed restricted in that its driveway may not be onto Oakwood Road.
9. All construction of the dwelling, outside grading, landscaping and lawn must be completed within one (1) year from the time digging of the basement has begun. All driveways shall be surfaced with either concrete or asphalt within one (1) year of basement digging as well.
10. All roof pitches shall be 6/12 or greater. All chimneys and flues shall be enclosed.
11. Each lot shall have planted a minimum of four (4) shade trees, each with a diameter of not less than 1.5 inches. Two in the front yard and two in the back yard. This covenant F.11, shall not apply to Lots 14, 15 and 16.
12. Fences are permitted provided they fall into one of the following categories: split rail, decorative wood or synthetically colored wood. If a solid fence is used the exterior must be the same as the interior. Except that a dog house enclosure may be used provided it is immediately next to the garage and should be no larger than 10' x 12' and must be chain link fence, provided covenant 1 is adhered to.

G. Utilities

Easements for the installation and maintenance of utilities are reserved as shown on the recorded Plat. All electric, telephone, and cable TV cables servicing each dwelling shall be laid underground.

H. Drainage Easements and Restrictions

Easements for the installation and maintenance of drainage facilities are reserved, as shown on the recorded Plat, and as set forth on a separate Water Drainage Easement running to, and recorded by, the Town of Algoma.

Maintenance of all drainageways and associated structures within the subdivision are the sole responsibility of the appropriate property owners of the subdivision, unless otherwise noted. Upon failure of the appropriate owners to perform maintenance of the drainageways and associated structures, such maintenance may be performed by Winnebago County or Town of Algoma, at their option. Payment of the said maintenance

and/or repairs performed by the County or Township shall be equally assessed among the property owners of this subdivision.

No lot owner shall cause the obstruction of any swale or drainageway whether protected by easement or not which is in existence at the time of development so as to impede the flow of surface water from the other lots through such swale or drainageway. This shall include the drainage ditches along public streets.

These lots are controlled by a recorded grading and drainage plan. The lot owner shall be solely responsible for complete compliance with both the grading and drainage plan.

I. Signs

No signs of any kind shall be displayed to the public view on any lot without prior written consent of the Architectural Committee, except lawn signs of not more than four square feet in area advertising a property for sale.

J. Animals, Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred or kept in any lot, except that a maximum of two (2) domestic animals (dogs, cats or other household pets) may be kept on any lot owner's premises, provided they are not kept, bred or maintained for any commercial purpose, and except that dogs may be kept in an enclosure installed inside the garage, with outside access into a small fenced area as covered in Section F.12, and approved by the Architectural Committee.

K. Nuisances

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

L. Garbage, Refuse Disposal and Firewood

No lot shall be used, temporarily or permanently, as a dumping ground for rubbish or trash. Garbage and other waste shall be kept in sanitary containers. Firewood which is stored outside of the dwelling shall be maintained in neat and orderly piles.

M. General Provisions

1. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. If any person(s) shall violate any of these covenants and restrictions set forth in this document, any person(s) owning any lot or lots in Hecker Hollow Subdivision.

or the Architectural Committee, including any other lots subjected to these covenants by subsequent document, shall have the right to bring legal proceedings against the person(s) violating. Also, enforcement may be made by injunction to prevent violations or to compel compliance, and/or by an action for law for damages against any person(s) violating or attempting to violate any covenant or restriction.

3. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

N. Zoning.

All lots and improvements are further subject to all applicable zoning laws, ordinances and building codes.

Dated at Oshkosh, Wisconsin, this the 12th day of November, 1999.

PATRON DEVELOPMENT, LLP

By: Ronald L. Tenpas
Ronald L. Tenpas, Partner

Subscribed and sworn to before me
this 12th day of November, 1999.

Charles J. Hertel
Charles J. Hertel
Notary Public, State of Wisconsin
My Commission is Permanent.

THIS DOCUMENT DRAFTED BY:
Attorney Charles J. Hertel
Dempsey, Magnusen, Williamson & Lampe, LLP
One Pearl Avenue, Suite 302
P.O. Box 886
Oshkosh, WI 54903-0886

**HECKER HOLLOW SUBDIVISION
COVENANTS, RESTRICTIONS AND EASEMENTS FOR OUTLOT 2**

The undersigned, PATRON DEVELOPMENT, LLP, as owner (hereinafter referred to as "Owner" or "Developer" of the following described real property:

Outlot 2, in HECKER HOLLOW in the Town of Algoma,
Winnebago County, Wisconsin.
Tax Parcel No. Pt. 002-0041-1 & Pt. 002-0041

hereby make the following declarations as to limitations, restrictions and uses to which said premises may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land, as specified by law, and shall be binding on all parties who acquire any of said Lots from Owner and all persons claiming under them. These covenants and restrictions shall be for the benefit of and limitations upon all future owners in said Plat, this declaration of restrictions being for the purpose of keeping said real property desirable, uniform and suitable in architectural design and used as hereinafter specified.

A. Use

The property owner shall be responsible for keeping the lot in neat and orderly condition, creating no mess. Until such time as the property is used for residential purposes, the property owner shall not be required to cultivate said outlot or cut grasses. However, at such time as a residence is constructed upon said outlot, the property owner shall be responsible for keeping the portion of said outlot upon which the residence is constructed free of noxious weeds or grasses in excess of six inches in height. All post-residential construction lots shall be maintained in accordance with section E of these covenants.

B. Dwelling Size and Type

No dwelling constructed elsewhere shall be moved upon any lot. The dwelling shall not exceed two stories in height. The livable square footage, exclusive of porches, garages and basements, shall not be less than 1,800 square feet above grade level.

C. Garages

No dwelling shall be less than a two-car garage, which garage may be detached from the dwelling.

D. Architectural Committee

No residence shall commence to be erected, added to, or altered, on any lot until the plans and specifications have been approved by the Architectural Committee. At least thirty (30) days prior to commencement of any construction, one (1) copy of the plans and specifications must be delivered personally to a member of the Architectural Committee. The Committee shall make every effort to approve or disapprove the plans and specifications in writing before the set date for commencement of construction. Failure of the Committee to give written approval or disapproval within thirty (30) days will be

considered the same as a written approval and the lot owner shall be free to commence construction. All construction shall be completed in accordance with such plans and specifications, and the committee shall retain plans and specifications until the construction of the dwelling is completed.

The architectural committee with respect to said outlot shall consist of Ronald L. Tenpas. In the event of the death or resignation of Ronald L. Tenpas from said architectural committee, the survivors of Ronald L. Tenpas shall appoint a successor. In the event that the property owner and the architectural committee cannot reach an agreement concerning the proposed plans and specifications as contemplated herein, the architectural committee and the property owner shall designate a impartial, third party who shall examine the proposed plans and specifications in light of these covenants, restrictions and easements. The decision of the impartial, third party shall be binding upon the parties. Each party shall bear one-half of any and all costs associated with the designation of an action by the impartial, third party examining the proposed plans and specifications.

Enforcement of these covenants, restrictions and easements for Outlot 2 shall be by Ronald L. Tenpas, as provided in the preceding paragraph.

E. Building Restrictions

All construction of the dwelling, outside grading, landscaping and lawn must be completed within one (1) year from the time digging of the basement has begun.

F. Utilities

Easements for the installation and maintenance of utilities are reserved as shown on the recorded Plat. All electric, telephone, and cable TV cables servicing each dwelling shall be laid underground.

G. Drainage Easements and Restrictions

Easements for the installation and maintenance of drainage facilities are reserved, as shown on the recorded Plat, and as set forth on a separate Water Drainage Easement running to, and recorded by, the Town of Algoma.

Maintenance of all drainageways and associated structures within the subdivision are the sole responsibility of the appropriate property owners of the subdivision, unless otherwise noted. Upon failure of the appropriate owners to perform maintenance of the drainageways and associated structures, such maintenance may be performed by Winnebago County of Town of Algoma, at their option.

No lot owner shall cause the obstruction of any swale or drainageway whether protected by easement or not which is in existence at the time of development so as to impede the flow of surface water from the other lots through such swale or drainageway. The lot owner shall be solely responsible for complete compliance with both the grading and drainage plan.

H. Nuisances

No permanent or loud, obnoxious activity shall be carried on the lot, except for hunting.

I. Garbage, Refuse Disposal and Firewood

No lot shall be used, temporarily or permanently, as a dumping ground for rubbish or trash. Garbage and other waste shall be kept in sanitary containers.

J. General Provisions

1. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

K. Zoning.

All lots and improvements are further subject to all applicable zoning laws, ordinances and building codes.

Dated at Oshkosh, Wisconsin, this the 12th day of November, 1999.

PATRON DEVELOPMENT, LLP

By: Ronald L. Tenpas
Ronald L. Tenpas, Partner

Subscribed and sworn to before me
this 12th day of November, 1999.

Charles J. Hertel
Notary Public, State of Wisconsin
My Commission is Permanent.

THIS DOCUMENT DRAFTED BY:
Attorney Charles J. Hertel
Dempsey, Magnusen, Williamson & Lampe, LLP
One Pearl Avenue, Suite 302, P.O. Box 886
Oshkosh, WI 54903-0886