

Document Number

PROTECTIVE COVENANTS

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REGISTER'S OFFICE
WINNEBAGO COUNTY, WI
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SUSAN WINNINGHOFF
REGISTER OF DEEDS

RECORDING FEE 27.00
TRANSFER FEE
OF PAGES 9

These Protective Covenants are declared and adopted this 28th day of January, 2003.

WITNESSETH:

WHEREAS, Timothy W. Wrase and Barbara G. Wrase, husband and wife, hereinafter collectively referred to as "Wrases", and Jeffrey R. Curler and Lea M. Curler, husband and wife, and David M. Schmalz and Carol A. Schmalz, husband and wife, all hereinafter collectively referred to as "Grantor", are all of the owners of the real property described as:

Lots 1-28, Plat of Southfield, City of Neenah, Winnebago County, Wisconsin.

WHEREAS, Grantor desires to insure the highest and best use of the lands herein described and the most appropriate development and improvement of each building site or parcel located therein; to protect Grantor, as owner of the lands herein described as well as additional adjacent property, and future owners and improvement of each building site or parcel development located therein; to protect Grantor, as owner of the owners of said building sites, against such improper use of surrounding building sites as might depreciate the value of their property; to preserve, as far as practicable, the natural beauty of said area; to guard against the erection thereon of poorly designed or poorly proportioned structures and structures built of improper or unsuitable materials; to encourage and secure the erection of attractive homes, with appropriate locations on said building sites; to prevent haphazard and discordant improvements of building sites; to secure and maintain proper setbacks from roads and adequate free spaces between structures; and in general, to provide adequately for a high type and quality of improvement on said property and thereby to enhance the value of adjacent property owned by Grantor, and of

Recording Area

Name and Return Address
Dennis L. Simon
Hinsbaw & Culbertson
100 West Lawrence Street
Appleton, WI 54911

Z-1490-01; Z-1490-02; Z-1490-03; Z-1490-04;
Z-1490-05; Z-1490-06; Z-1490-07; Z-1490-08;
Z-1490-09; Z-1490-10; Z-1490-11; Z-1490-12;
Z-1490-13; Z-1490-14; Z-1490-15; Z-1490-16;
Z-1490-17; Z-1490-18; Z-1490-19; Z-1490-20;
Z-1490-21; Z-1490-22; Z-1490-23; Z-1490-24;
Z-1490-25; Z-1490-26; Z-1490-27; Z-1490-28;
Parcel Identification Number (PIN)

investments made by purchasers of building sites with the above described real estate;

NOW, THEREFORE, in order to achieve the above purposes, Grantor hereby declares that the above described real estate and all parcels thereof is and shall be held, transferred, sold and conveyed subject to the conditions, restrictions and covenants hereinafter set forth, each and all of which is and are for the benefit of the above-described real estate and each individual parcel now or to be contained therein and for each owner thereof, and shall insure to the benefit of and pass with said property and each and every lot and building site, and shall apply to and bind the owners thereof, and their heirs, legal representatives and assigns.

A. DEFINITIONS.

1. Family - A unit consisting of one person, or two or more persons related by blood or marriage, residing on the premises in a single housekeeping unit, and including domestic servants, if any.

2. Lot - A single parcel or building site.

B. LAND USE AND BUILDING TYPE.

All parcels shall be used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any parcel other than one single-family dwelling not to exceed two and one-half stories in height, an attached private garage for not less than two cars and not more than four cars, and other buildings incidental to residential use.

No special structures, such as tennis courts, swimming pools, kennels, gazebos, detached garages, and storage buildings, may be constructed except upon approval of the Architectural Control Committee.

C. BUILDING SIZE.

No dwelling shall be constructed having less than the following minimum square feet of

usable floor space, exclusive of basement, attic, and garage:

<u>Building Type</u>	<u>Minimum Square Footage</u>
1-story-above-grade	1,800
Multi-story/multi-level	2,200

D. LOT SIZE.

No lot shall at any time be resubdivided without the prior written consent of the Architectural Control Committee, which shall have the complete discretion to refuse such a request without showing cause.

E. EASEMENTS.

Easements for the installation and maintenance of utilities and draining facilities are reserved over, through and under each parcel sold by the Wrases to the extent deemed necessary by the Wrases for the servicing of said parcel, adjacent lands owned by the Wrases, and the surrounding area. The Wrases further reserve the right to assign the use of said easements and rights-of-way to any persons, firm, corporation or municipality furnishing one or more of said utilities or facilities. All wires, cables and conduits providing electrical service shall be placed underground from the primary power pole to each building serviced. No trees may be planted nor walls constructed in the easements hereby reserved.

F. NUISANCES, TEMPORARY STRUCTURES, UNSIGHTLY USES, MISCELLANEOUS PROVISIONS.

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

2. Animals. No cattle, swine, goats, sheep or poultry, or any other livestock generally regarded as objectionable to residential property shall be kept or lodged on the premises.

3. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any parcel at any time as a residence, either

temporarily or permanently.

4. Movement of Buildings. No existing building shall be moved onto any of the above described land.

5. Growth and Debris on Lots. The owner of each lot shall keep his/her lot, together with all lands lying in road rights-of-way between his/her lot and the traveled portion of all roads that abut his/her lot, mowed and sightly, even though the lot may be vacant and/or unimproved. No weeds, underbrush or unsightly growths shall be permitted to grow or remain upon any property and no refuse pile, rubbish or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that the owner shall fail or refuse to keep his/her property free of weeds, underbrush or refuse piles or other unsightly growths or objects, then agents of the Grantor may enter upon said lands and remove the same at the expense of the owner, and such entry shall not be deemed a trespass.

6. Signs. No signs of any kind shall be erected or maintained on any of the lots without the prior written consent of the Architectural Control Committee.

7. Garbage and Refuse Disposal. All incinerators or other equipment for the storage and/or disposal of garbage and refuse shall be kept in a clean and sanitary condition. Trash, garbage or other waste shall not be kept except in sanitary containers.

8. Storage of Vehicles. No junk, inoperative, or unlicensed vehicles shall be stored on the property. Trailers, boats, vans, campers, house trailers, and similar vehicles may only be stored in garages.

9. Antennas. No exterior antennas or satellite antennas shall be allowed in the front of any building or on its roof, but must be kept to the side or rear of buildings and hidden from the view of other lot owners to the extent reasonably feasible.

10. Construction. Any residential construction work commenced shall be completed within twelve (12) months of such commencement. All driveways are to be completed with a cement,

blacktop, or similar hard surface within one (1) year after occupancy.

11. Hunting and Firearms. There shall be no hunting and no discharge of firearms of any type in the subdivision.

G. BUILDING APPROVAL.

1. Architectural Control Approval. No building shall be erected, placed or altered on any lot until the construction plans, specifications and a plot plan showing the location of the structure have been approved in writing by the Architectural Control Committee hereinafter set forth, as to quality of workmanship and materials, color scheme, harmony of external design with existing structures, and as to location with respect to topography, finished grade elevation, and existing structures. The finished floor level and finished elevation of each home and drainage provisions may be set by the Architectural Control Committee. The Architectural Control Committee shall have the right to refuse to approve any such plans and specifications which are not desirable, in the opinion of the Committee, for aesthetic or other reasons, and, in so passing upon them, the Committee shall have the right to take into consideration the suitability of the proposed building and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure so planned on the outlook from the adjacent or neighboring property. Until the Architectural Control Committee records a different address at the Office of the Register of Deeds for Winnebago County, Wisconsin, or until such time as its rights and responsibilities are assigned as hereinafter provided, the address of the Committee shall be 411 Kittiver Court, Neenah, Wisconsin.

2. Architectural Control Committee. The Architectural Control Committee shall consist of Timothy W. Wrase and Barbara G. Wrase. In the event of death or resignation of one of the two original members of the Committee, the remaining member thereafter shall appoint two persons to replace the lost member. After such a replacement, a majority of the Board shall thereafter be entitled to replace lost members. If there be no member of the Architectural Control Committee remaining to fill any

vacancies, then such vacancies shall be filled by the then record owners of 75% of the lands herein described. Neither the members of the Committee, nor their designated representative, shall be entitled to any compensation for services performed pursuant to this Covenant. The committee shall establish its own rules and regulations, and all decisions of the Committee shall be final and conclusive upon all parties.

3. Procedure. The Architectural Control Committee's approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the Covenants contained in this Paragraph G shall be deemed to have been fully complied with.

H. WALLS AND FENCES.

No wall or fence, including hedge fences, of any kind whatsoever shall be constructed on any lot until after the height, type, design and location thereof shall have been approved in writing by the Architectural Control Committee, and shall, in any event, not be placed or constructed so as to substantially obstruct the view of adjacent property owners.

I. ADDRESS FOR SENDING WRITTEN COMMUNICATIONS AND NOTICES TO GRANTOR.

All written communications and notices concerning these Protective Covenants desired and/or required to be given to Grantor shall be sent to the Wrases at 411 Kittiver Court, Neenah, Wisconsin until such time as the Wrases notify the owners of the lands herein described of a different address at which to receive such written communications and notices.

J. TIME LIMIT.

These Protective Covenants are to run with the lands herein described and shall be binding on all parties and all persons claiming under them for a period of 25 years, commencing with the date of

execution hereof, at the end of which time said Protective Covenants shall be automatically extended for successive periods of ten years each, unless, by a vote of the then record owners of at least 75% of the lands herein described, it is agreed to change said Protective Covenants in whole or in part.

K. ENFORCEMENT PROVISIONS.

If the persons bound hereby, or any of them or their heirs or assigns, shall violate or attempt to violate any of the Protective Covenants herein, it shall be lawful for any other person or persons owning any of the lands herein described to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Protective Covenants, either to prevent him or them from so doing, or to recover damages or other dues for such violation, and Grantor shall be entitled to collect actual attorneys' fees and court costs in the event of any such prosecution by Grantor.

L. SEVERANCE CLAUSE.

Invalidation of any one of these Protective Covenants by judgment or Court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

M. MODIFICATION AND AMENDMENT.

These Protective Covenants may be modified or amended at any time by written agreement of the then record owners of at least 75% of the lands herein described, except as otherwise provided herein, which modifications or amendments shall become effective only after said written agreement has been duly recorded at the Office of the Register of Deeds for Winnebago County, Wisconsin.

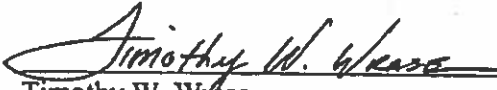
N. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.

In addition to complying with the above Protective Covenants, all owners at all times of all parcels within the lands herein described for themselves, their heirs and assigns, agree to comply with any and all ordinances, laws, rules and regulations of any governmental authority which may be applicable to the use and enjoyment of the lands herein described or any portion thereof.


O. NUMBERS AND GENDER.

All words used herein in the singular number shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

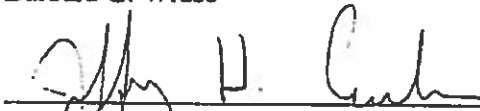
IN WITNESS WHEREOF, the said Timothy W. Wrase, Barbara G. Wrase, Jeffrey H. Curler, Lea M. Curler, David M. Schmalz and Carol A. Schmalz have executed these Protective Covenants this 28th day of January, 2003.




Timothy W. Wrase



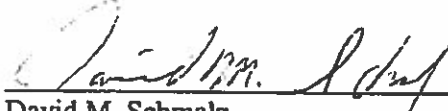
Barbara G. Wrase




Jeffrey H. Curler



Lea M. Curler



David M. Schmalz




Carol A. Schmalz

STATE OF WISCONSIN)
)SS.
WINNEBAGO COUNTY)

Personally came before me this 28th day of January, 2003, the above named Timothy W. Wrase and Barbara G. Wrase to me known to be the persons who executed the foregoing instrument and acknowledged the same.





, Notary Public
Winnebago County, Wisconsin
My commission expires April 16, 2006

STATE OF WISCONSIN)
)SS.
WINNEBAGO COUNTY)

Personally came before me this 28th day of January, 2003, the above named Jeffrey H. Curler and Lea M. Curler to me known to be the persons who executed the foregoing instrument and acknowledged the same.

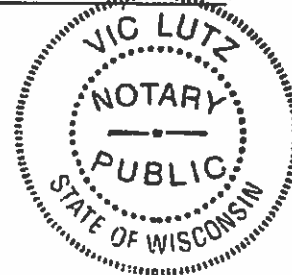
Timothy W. Urase
 , Notary Public
Winnebago County, Wisconsin
My commission AUGUST 8, 2004



STATE OF WISCONSIN)
)SS.
WINNEBAGO COUNTY)

Personally came before me this 18th day of January, 2003, the above named David M. Schmalz and Carol A. Schmalz to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Vic Lutz
 , Notary Public
Winnebago County, Wisconsin
My commission APRIL 18, 2004



THIS INSTRUMENT WAS DRAFTED BY:

Dennis L. Simon
Attorney-At-Law