

Document Number

DECLARATION OF PROTECTIVE COVENANTS - 2<sup>ND</sup>  
ADDITION TO BUTTE DES MORTS MEADOWS  
Title of Document

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SHEPPARD INVESTMENTS,  
a Wisconsin general partnership

**DECLARATION OF  
PROTECTIVE COVENANTS**

to

**2ND ADDITION TO  
BUTTE DES MORTS  
MEADOWS**

THE PUBLIC

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RE: Lots 47 through 94 (hereinafter referred to individually as a "Lot" and collectively as the "Lots") and Outlot 2 and Outlot 3 of 2nd Addition to Butte des Morts Meadows Subdivision, being a part of the NW 1/4 of the NW 1/4, NE 1/4 of the NW 1/4, SW 1/4 of the NW 1/4 and a part of the SE 1/4 of the NW 1/4 of Section 17, T18N, R16E, Town of Algoma, Winnebago County, Wisconsin.

Sheppard Investments, a Wisconsin general partnership (hereinafter the "Declarant"), being the owners of the above-described real estate hereby makes the following Declaration of Protective Covenants for the purpose of insuring the orderly and harmonious development of said real estate and imposing certain requirements, restrictions and limitations upon the use and occupancy thereof. The Protective Covenants imposed by this Declaration shall run with the land and be binding upon and inure to the benefit of all future owners of said real estate.

1. **Residential Use.** Each Lot shall be used for the construction of a single family residence and related improvements authorized by this Declaration. No portion of a Lot may be used for any business or commercial purpose with the exception of a home office; provided that there is no signage other than the signage authorized hereunder and the office is not used for meetings with clients, customers or other persons for business purposes. This paragraph shall not apply to any Outlot or Lot used for storm water detention or retention purposes.

2. **Dwelling Size.** The floor area of the living space of the residence totally above the exterior finish grade, exclusive of open porches and garages, shall be not less than:

(a) For a ranch style residence, 1,500 square feet. A ranch style residence with a walk-out basement is permitted, but the floor area of the lower level shall not be counted for the purpose of this restriction.

(b) For a two story residence, a minimum of 1,800 square feet (with a minimum of 1,100 square feet on the first floor);

(c) For a residence with more than two (2) levels, a minimum of 1,900 square feet (with a minimum of 1,400 square feet on the two (2) primary levels).

(d) A raised ranch, split level or other residence with only one (1) elevation visible from the front or rear shall be oriented so one (1) elevation is visible from the front and two (2) elevations are visible from the rear.

3. **Garages.** The construction of each residence shall include not less than a standard two (2) car attached garage. No garage may be more than thirty-six (36) feet in width.

4. **Storage Buildings.** No temporary or permanent buildings shall be located on a Lot, except a single-family residence with an attached garage.

5. **Exterior of Buildings.** Any natural wood on the exterior of a residence (with the exception of cedar shake shingles) shall be stained with a non-transparent stain or painted within one (1) year of the commencement of the construction of the residence. No natural weathering exterior material, log or log siding shall be installed on any residence. No texture 1-11 hardboard or similar siding is permitted on any residence. The roof pitch of each residence shall be 5-12 or greater and all chimneys and exterior flues shall be enclosed. Any roof color other than an earth tone and any roof material other than asphalt or fiberglass shingles shall require the approval of the Architectural Control Committee.

6. **Fences.** No fence shall be constructed on any Lot except for the following:

(a) Ornamental fences such as split rail, picket and post and rail, no more than four (4) feet in height and incorporated with landscaping.

(b) Chain link or solid wood fences no more than four (4) feet in height, located at least twenty-five (25) feet from the rear lot line, twenty-five (25) feet from the side lot line adjacent to the street on a corner lot and four (4) feet from all other side lot lines. Fences in the rear yard shall not extend more than eight (8) feet beyond the extended line of the side of the residence. Chain link fences must be green or black vinyl coated with no substitutes.

(c) Chain link or solid wood fences approved by the Architectural Control Committee surrounding an in ground swimming pool. Chain link fences permitted under this Paragraph must be vinyl coated with no substitutes.

(d) Chain link or solid wood fences no more than seven (7) feet in height surrounding an animal yard adjacent to an animal shelter in the garage of the residence. The animal yard shall have an area no larger than one hundred twenty (120) square feet. An uncoated, galvanized, chain link fence is permitted under this Paragraph.

7. **Location of Residence and Improvements.** The location of the residence and any other authorized improvements on the Lot shall comply with all setback requirements shown on the plat and imposed by applicable ordinances and regulations, unless a variance is received from the Architectural Control Committee and each municipality having zoning jurisdiction over the Lot.

8. **Pet Shelters.** Any dog, cat or similar pet shelters shall be located within the garage attached to the residence.
9. **Driveways and Approaches.** All driveways shall be surfaced with concrete or asphalt within one (1) year from the commencement of construction of the residence. A concrete or asphalt approach connecting the driveway to the finished street shall be installed within six (6) months after the installation of the finished street. A driveway culvert shall be installed under each driveway. The driveway culvert shall be sized in accordance with the approved drainage plan for the subdivision and shall have apron end sections on each end.
10. **Antennas, Satellite Dishes and Other Equipment.** No ham radio antennas, radio towers or similar equipment shall be permitted on any Lot. No satellite television dish shall be located on any Lot, except one (1) satellite dish not exceeding twenty (20) inches in diameter installed as part of the residence.
11. **Alternative Energy Devices.** No alternative energy device, such as solar panels or sun collecting devices, windmills or vertical wind turbans shall be allowed on any Lot.
12. **Above-Ground Pools/Spas.** No above-ground pools shall be permitted without the prior written approval of the Architectural Control Committee. An outside whirlpool tub or spa on a deck or patio adjacent to the residence is permitted.
13. **Completion of the Residence.** The residence shall be completed in accordance with the plans and specifications approved by the Architectural Control Committee within one (1) year from the commencement of construction. The residence shall be deemed to be completed when an occupancy permit has been issued by the municipality having jurisdiction over the construction of the residence. A copy of the occupancy permit shall be filed with the Architectural Control Committee to evidence compliance with this requirement.
14. **Excess Excavation Dirt.** The Architectural Control Committee shall have the right to elect to have any excess dirt from any excavation deposited on any Lot or proposed Lot within the subdivision designated by the Architectural Control Committee at no expense to the Architectural Control Committee or the Declarant. Small berms may be constructed on the Lot; provided that they do not interfere with drainage.
15. **Weed Control.** Prior to the installation of the lawn on the Lot, the Lot shall be mowed at least two (2) times per year. One of the mandatory mowings shall be between June 1<sup>st</sup> and June 15<sup>th</sup> and the second mandatory mowing shall be between August 1<sup>st</sup> and August 15<sup>th</sup>.
16. **Landscaping.** The landscaping of each Lot shall be completed no more than twelve (12) months after the residence on the Lot is completed. All greenspace on the Lot must be landscaped using standard residential landscaping materials and a conventional grass lawn. No natural areas shall be permitted, except existing wooded areas and other natural areas approved by the Architectural Control Committee. At least four (4) shade trees with a minimum diameter of at least two (2) inches shall be retained on the Lot or planted within the time period specified above. At least two (2) of the trees must be located between the residence and the

street. Any tree that dies shall be promptly replaced with another tree of at least the minimum size required by this paragraph.

17. **Exterior Maintenance.** The owner of the Lot shall maintain the exterior of the residence and all driveways and sidewalks in a good state of repair and shall properly maintain all trees, shrubs and other landscaping. All grass clippings, fallen branches, brush and other yard waste shall be promptly removed from the Lot. No yard waste shall be placed on any Lot, Outlot or common area. The owner of the Lot shall take reasonable precautions to avoid the transmission by surface water run-off of nutrients and pollutants such as pet waste, commercial fertilizers, herbicides, soil sediment and lawn clippings into any wetland or navigable waterway.

18. **Easements.** Easements for the installation and maintenance of drainage facilities, retention areas, utilities and cable television are reserved over the areas designated on the plat and within the setback areas of each Lot. Easements for drainage facilities required by Declarant, Town of Algoma, Winnebago County are also reserved over the areas designated on the plat and the setback areas of each Lot. The actual location of these easements shall be determined at the time the utilities and/or drainage facilities are installed. No structure, planting or other materials shall be placed or permitted to remain in an easement area which may damage or interfere with the installation and maintenance of any utility, change the direction of flow in any drainage channel or obstruct or retard the flow of water in any drainage channel. The easement area of each Lot and all improvements on it shall be maintained continuously by the owner of the Lot, except for improvements for which a public authority or utility company is responsible. The storm drainage and grading plan for each Lot shall be approved by the Town of Algoma and all owners shall comply with such plan. The Architectural Control Committee shall have the right, at any time, to determine the direction of the drainage flow and require the owner(s) to grade any drainage easement on a Lot accordingly at the expense of the owner(s); provided such determination does not conflict with the current drainage and grading plan on file with the Town of Algoma.

19. **Underground Utilities.** All gas, electrical, telephone, television and other utility lines or cables serving the Lots and the improvements located therein shall be laid underground.

20. **Signs.** No signs of any kind shall be displayed to the public view, except: (a) signs used by the Declarant or its realtor to advertise the sale of Lots; (b) signs used by a builder to advertise newly constructed residences for sale; or (c) one 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.

21. **Nuisances.** No noxious or offensive activity shall be carried on upon any of the Lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

22. **Burning Restrictions.** No burning garbage or other refuse shall be permitted on any Lot, Outlot or common area. The owner of a Lot may have a recreational fire on the Lot in a properly designed fire pit or fire container. The owner of a Lot may not have a fire on any Outlot, common area or Lot not owned by that owner. All authorized burning on a Lot shall

comply with any regulations or requirements established by the Architectural Control Committee and the municipality having jurisdiction over the Lot. The owner of a Lot shall be responsible for any damage caused by a fire originating on the Lot.

23. **Vehicle Restrictions.** No inoperable, partially dismantled, wrecked, junked, discarded or unlicensed motor vehicle shall be allowed to remain on any of the Lots outside of a building. No commercial vehicles other than a pickup truck or standard sized van may be parked on a Lot or the adjacent street on a regular basis. The intent of the restriction contained in the previous sentence is to prohibit the presence of cargo vans, box trucks, semi-tractors, dump trucks and other large commercial vehicles whose presence detracts from the residential nature of the subdivision.

24. **Outside Storage of Certain Items Prohibited.** No construction or similar equipment; mobile home; motor home or recreational vehicles; camper; removable camper top; trailer; fishing shanty; boat on a trailer; personal water craft on a trailer; snowmobile on a trailer; movable boat lift or other item of similar nature shall be permitted on any Lot, except in the garage of the residence.

25. **Occupancy of Recreational Vehicles.** Overnight guests may occupy a motor home or recreational vehicle on a Lot for a maximum of seven (7) nights.

26. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a maximum of two (2) domestic animals (dogs, cats or other normal household pets) may be kept on any Lot, provided they are not kept, bred or maintained for any commercial purpose. All dogs shall be kept in the residence (including a pet shelter within the garage of the residence) or within the fenced animal yard authorized by this Declaration when not on a leash or otherwise under the direct control of the owner. The person responsible for the pet shall collect and properly dispose of all animal waste deposited by the pet, including animal waste deposited on any Lot, Outlot or common area.

27. **Garbage/Recyclables.** Garbage that is not recyclable shall be kept in properly covered containers or inside sealed plastic bags. Newspapers, cardboard and other recyclables shall be sorted, stored and disposed of in the manner required by applicable recycling rules and regulations. Garbage and recyclables shall not be placed on the curb more than twenty-four (24) hours prior to the designated pickup time. All empty garbage cans and recycling containers shall be removed from the curb within twenty-four (24) hours of being emptied.

28. **Additional Lots.** Any additional Lots created by the conversion of any outlot to a residential Lot or Lots shall also be subject to these Protective Covenants, including without limitation, the provisions related to the Property Owner's Association and the power of the Property Owner's Association to levy assessments.

29. **Architectural Control Committee.** No structure, landscaping or substantial improvement of any kind shall be erected, placed or altered on any Lot until the construction plans and specifications and plot plan showing the location of such improvements have been approved by the Architectural Control Committee as to color, type and quality of materials,

quality of workmanship, location, height, grade elevation and harmony of exterior design with the neighborhood, surrounding structures and existing topography.

- (a) Membership. The Architectural Control Committee shall be composed of Mary Ellen Sheppard, Patrick R. Sheppard, Timothy L. Sheppard, Michael J. Sheppard and Keith G. Decker. Each member of the Architectural Control Committee shall have the right to resign at any time. In the event of death or resignation of any member of the Committee, the remaining member(s) shall have full authority to designate a successor. A majority of the Architectural Control Committee may designate a representative to act for it. The Architectural Control Committee shall have the right to delegate all or any part of the authority granted to it to the Property Owner's Association at any time.
  
- (b) At least ten (10) days prior to commencement of construction of any structure or other substantial improvement on any Lot, one (1) copy of the plans, specifications and plot plan showing the proposed location of such structure or improvement shall be submitted to the Architectural Control Committee. The Architectural Control Committee's approval or disapproval shall be in writing in a document which can be recorded and signed by one (1) member of the Architectural Control Committee. In the event that a majority of the Architectural Control Committee fails to approve or disapprove the plans and specifications within thirty (30) days after receipt of same by any member of the Architectural Control Committee, approval shall not be required and this paragraph of these Protective Covenants shall be deemed to have been fully complied with. The Architectural Control Committee shall retain one (1) copy of all approved plans and specifications until construction is completed. The Architectural Control Committee shall have the right to waive compliance with the requirements of this paragraph for certain types or classes of structures, landscaping or improvements.

30. **Property Owner's Association/Maintenance and Upkeep.** The Declarant, and/or the owners of the Lots shall form a Property Owner's Association (the "Association") for the purpose of: (a) owning certain common areas conveyed by the Declarant to the Association, and (b) maintaining the common areas, pedestrian walkways, retention ponds, signage, and other common areas and facilities. Each owner of a Lot shall automatically be a member of the Association and shall be obligated to abide by such rules and/or regulations as the Association may establish from time to time.

The Association shall be responsible for the maintenance, repair and upkeep of all Outlots and common areas within the Second Addition to Butte des Morts Subdivision. In the event the Association defaults in its duty, the Declarant shall have the right to undertake any required maintenance, repairs or upkeep and to charge the cost thereof to the Association. In the event both the Association and the Declarant default in their duty, the Town of Algoma shall have the right to undertake any required maintenance, repairs or upkeep and to charge the cost thereof to the Association or to levy a proportionate share of such cost against each developed Lot as a special assessment or charge on the real estate tax bill for such Lot.

31. **Property Owner Association Assessments.** The Association shall have the right to charge an equal share of all reasonable and necessary costs incurred by the Association to the owner(s) of each of the Lots. The amount of the assessment shall be computed by dividing the costs for which the assessment is being made by the number of developed Lots existing at the time of the assessment. The assessments may be made on the basis of costs actually incurred by the Association or annually on the basis of a budget of the estimated costs for the following year. The Declarant, or its successor shall be responsible for the assessment for any Lot which is platted, but not sold. The assessment shall apply to all of the Lots, whether or not a residence has been constructed on the Lot. Notwithstanding anything contained in this Declaration to the contrary, the method of assessment shall not be amended so as to provide that the amount of the assessment on a Lot is increased over the amount determined under the foregoing method without the written consent of the owner(s) of all Lots receiving an increased assessment.

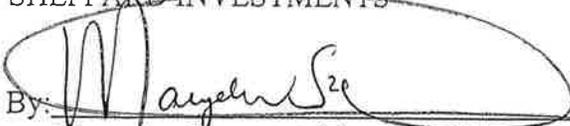
Any assessment not paid within thirty (30) days of billing shall bear interest at the rate of twelve percent (12%) per annum, until paid. In the event a member of the Association is in default in the payment of any assessment for a period of more than thirty (30) days, the Association may bring suit to enforce collection of the delinquent assessment and all costs of such proceeding, including reasonable attorney's fees, shall be the responsibility of its member in default.

32. **Term, Amendments, Enforceability and Severability.** These Protective Covenants shall run with the land and shall be binding upon and inure to the benefit of the owners of the Lots and all persons claiming under them for a period of twenty-five (25) years from the date these Protective Covenants are recorded. Thereafter, these Protective Covenants shall be automatically extended for successive ten (10) year periods, unless otherwise indicated in a written declaration signed by the then owners of a majority of the Lots and recorded in the office of the Winnebago County Register of Deeds. These Protective Covenants may be amended in whole or in part at any time by a document signed by the owners of two-thirds (2/3) of the Lots and recorded in the Office of the Winnebago County Register of Deeds. The owner of any of the Lots shall have the right to enforce these Protective Covenants by injunction or other lawful procedure and to recover any damages resulting from a violation thereof together with attorney's fees and other costs of enforcement. The invalidation of any portion of these Protective Covenants by judgment or a court order shall in no way affect any of the other provisions, which provisions shall remain in full force and effect. The termination of these Protective Covenants shall not result in the termination of, or otherwise affect, any other covenants, easements or restrictions affecting the Lots, including those of any plat of which the Lots become a part. Notwithstanding the foregoing, no amendment or termination of these Protective Covenants shall alter the rights or responsibilities of the Association pursuant to Paragraphs 30 and 31.

IN WITNESS WHEREOF, the undersigned have caused these Protective Covenants to be executed on 31<sup>st</sup> day of ~~January~~, 2005.

March

SHEPPARD INVESTMENTS

By: 

Maryellen Sheppard, Managing Partner

ACKNOWLEDGMENT

CALIFORNIA

STATE OF WISCONSIN )  
Mendocino )SS  
~~WINNEBAGO COUNTY~~ )

Personally came before me this 31<sup>st</sup> day of ~~January~~ March, 2005, the above-named Maryellen Sheppard to me known to be the person who executed the foregoing instrument and acknowledged the same.

Bonni Mallory

Notary Public, State of California  
My commission: 10/29/05



This document was drafted by:  
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