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DECKER RUSCH DEVELOPMENT, INC.,  
a Wisconsin Corporation

**DECLARATION OF  
PROTECTIVE  
COVENANTS**

to

THE PUBLIC

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RE: Lots 1-73, inclusive of Jacobsen Meadows Plat (hereinafter referred to individually as a "Lot" and collectively as the "Lots"), being part of Lot 1, part of Lot 2, and all of Lot 3 of CSM 5764 located in part of the Northeast 1/4 of the Northeast 1/4 and part of the Northwest 1/4 of the Northeast 1/4 of Section 18, and all of Lot 2 CSM 5765 located in part of the Southwest 1/4 of the Southwest 1/4 of Section 7, and all of Lot 4 of CSM 5766 located in part of the Northwest 1/4 of the Northwest 1/4 of Section 18, and part of the Northeast 1/4 of the Northwest 1/4 of Section 18, all located in Township 20 North, Range 17 East, Town of Menasha, Winnebago County, Wisconsin.

Decker Rusch Development, Inc. (the "Declarant"), being the owner 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 be perpetual in nature, run with the land and be binding upon and inure to the benefit of all future owners of said real estate.

1. **Residential Use.** The Lots shall be used only for single family residential purposes. No portion of a lot may be used for any business or commercial purpose.
2. **Building Location.** Each building constructed on a Lot shall comply with all applicable set-back requirements shown on the Plat of Jacobsen Meadows and all municipal set-back requirements, unless the required variances are obtained from the Architectural Control Committee and/or each municipality having zoning jurisdiction over the Lot.
3. **Residence Size.** The floor area of the living space of the residence totally above the exterior finish grade, exclusive of open porches and garages, shall not be less than the following:
  - (a) Lots 1-17, inclusive:
    - (1) For a ranch style residence, one thousand four hundred (1,400) square feet;

- (2) For any other style residence, one thousand eight hundred (1,800) square feet.
- (b) Lots 18-38, inclusive:
- (1) For a ranch style residence, one thousand seven hundred (1,700) square feet;
  - (2) For any other style residence, two thousand (2,000) square feet.
- (c) Lots 39-73, inclusive:
- (1) For a ranch style residence, one thousand six hundred (1,600) square feet;
  - (2) For any other style residence, one thousand eight hundred (1,800) square feet.

The minimum square footage requirements set forth above may be reduced by the Architectural Control Committee, if the Architectural Control Committee determines that the design, quality and appearance of the dwelling is comparable or superior to a residence meeting the minimum size requirements.

4. **Grades.** No building or structure shall be erected on Lot until the grade for such building or structure has been established by a land surveyor approved by the Declarant showing conformity with the approved drainage plan for the subdivision. The cost of establishing grades shall be born by the Lot owner.

5. **Construction Site.** No construction materials or equipment shall be placed on a Lot more than thirty (30) days prior to the commencement of construction. The construction site shall be maintained in a neat and orderly manner with timely removal of all waste and materials during and after the construction process.

6. **Completion of Residence.** The exterior of the residence shall be completed in accordance with the plans and specifications submitted to the Architectural Control Committee within one (1) year from the commencement of construction.

7. **Residence Foundations.** All residences shall have a basement or a standard four (4) foot foundation wall. All residences shall be permanently attached to the basement wall or foundation wall as required by applicable codes and regulations.

8. **Garage Requirement.** Each residence shall include an attached garage with a minimum of two (2) parking stalls for automobiles.

9. **Accessory Buildings.** One (1) accessory building is permitted on Lots 1-17, inclusive; provided that the design and materials match the residence and the plans for the

accessory building are approved by the Architectural Control Committee. No accessory buildings are permitted on Lots 18-73, inclusive.

10. **Pet Shelters.** No building or structure for the housing or shelter of pets shall be permitted on any Lot without the prior written approval of the Architectural Control Committee.

11. **Exterior of Buildings.** The exterior of all natural wood buildings on a Lot shall be stained with a non-transparent stain or painted within one (1) year of the commencement of the construction of the building and no natural weathering exterior material or logs or log siding shall be installed on any building on a Lot. The roof pitch of each residence shall be 6/12 or greater. A minimum of 20% of the front of each residence constructed on Lots 18-73, inclusive, shall consist of brick, stone or similar material approved by the Architectural Control Committee. The Architectural Control Committee may grant variances from the requirements of this Paragraph, if the Architectural Control Committee determines that compliance with the requirement is not necessary in order for the appearance of the residence to be aesthetically pleasing and comparable or superior to the appearance of other residences that satisfy the requirement.

12. **Fences.** No uncoated galvanized chain link fences shall be allowed, except surrounding an animal yard not to exceed 6' x 8' in size. All fences shall be compatible in style, appearance and materials with the residence on the Lot. A fence plan showing the location, design and specifications of the proposed fence shall be submitted to the Architectural Control Committee for approval prior to the commencement of construction. The Architectural Control Committee shall have the authority to approve or disapprove the fence plan in its sole discretion.

13. **Swimming Pools.** No above-ground swimming pools shall be allowed on Lots 18-73, inclusive. Above-ground pools may be allowed on Lots 1-17, inclusive, provided that the design and location of the above-ground pool is approved by the Architectural Control Committee and the above-ground pool is properly fenced and maintained.

14. **Driveways and Approaches.** All driveways and approaches shall be surfaced with asphalt, concrete, or other exterior material approved by the Architectural Control Committee within six (6) months from the commencement of construction of the residence. The driveway apron shall be installed at the expense of the Lot owner at the time the permanent street is installed. The driveway and apron shall extend from the garage to the edge of the surface of the adjacent street.

15. **Sidewalks.** Sidewalks shall be installed on the right of way adjacent to the Lot, if required by the municipality in which the Lot is located. The owner of the Lot shall keep the sidewalk unobstructed and shall remove accumulations of ice, snow and debris from the sidewalk in a timely manner.

16. **Relocation of Buildings.** No building may be moved to a Lot without the prior written approval of the Architectural Control Committee. The approval shall be obtained prior to the time that the building is moved onto a public highway with the intention of relocating it to the Lot.

17. **Landscaping.** A lawn shall be planted on the Lot within one (1) year of the completion of construction of the residence. At least four (4) shade trees of a diameter of at least two (2) inches shall be planted within one (1) year of the commencement of construction of the residence. Any tree that dies shall be promptly replaced with another tree of at least the minimum size required by this Paragraph. The owner of each Lot shall cut and trim the vegetation on a vacant Lot as often as necessary to prevent the growth of weeds and maintain the lawn on a Lot with a residence at the usual and customary length for residential lawns. Natural areas may be permitted with the approval of the Architectural Control Committee. The owner of the Lot shall keep any natural areas free of noxious weeds as required by applicable ordinances.

18. **Excess Excavation Dirt.** The Architectural Control Committee shall have the right to elect to have any excess dirt from any excavation deposited on such other Lot or Lots within JACOBSEN MEADOWS (including future phases) as may be designated by the Architectural Control Committee at no expense to the Architectural Control Committee or the Declarant.

19. **Exterior Maintenance.** The owner of the Lot shall maintain the exterior of all structures, 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. 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 the wetland areas.

20. **Underground Utilities.** The owner of the Lot shall install all gas, electrical, telephone, cable television and other utility lines or cables serving the improvements on the Lot underground.

21. **Easements.** Easements for the installation and maintenance of utilities and cable television are reserved over the areas designated on the plat and within the setback areas of the Lot. Easements for the installation of drainage facilities required by Declarant, Town of Menasha and Winnebago County are also reserved over the areas designated on the plat and the setback areas of the Lot. The actual location of the 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 the Lot and all improvements in 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 the Lot shall be approved by the Town of Menasha and all owners shall comply with the plan. The Architectural Control Committee shall have the right, at any time, to determine the direction of the drainage flow and require the owner of the Lot to grade any drainage easement on a Lot accordingly at the expense of the owner; provided such determination does not conflict with the current drainage and grading plan on file with the Town of Menasha.

22. **Access Restrictions and Requirements for Lots 53-56.** There shall be no direct vehicular access from Lots 53-56 to Jacobsen Road. Vehicular access to these Lots shall be from Lori Drive. The owner of the Lot shall not remove any portion of the existing berm along Jacobsen Road and shall not remove any of the existing plantings on the berm without the prior consent of the Architectural Control Committee. In the event any of the existing trees or bushes on the berm dies, the owner of the Lot shall replace any of the tree or bush with a tree or bush of the same species, unless otherwise authorized by the Architectural Control Committee.

23. **Mechanical Equipment and Apparatus.** No mechanical or electrical equipment or apparatus may be installed, operated or stored outside of the residence on a Lot without the prior written authorization of the Architectural Control Committee. It is not necessary to obtain authorization for central air conditioner condensers.

24. **Antennas, Satellite Dishes and Similar Equipment.** No ham radio antenna, radio tower or similar equipment shall be permitted on Lots. No satellite television antenna shall be located on a Lot if the diameter of the dish is in excess of two (2) feet. 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 on a Lot without the prior written authorization of the Architectural Control Committee.

25. **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 the sale of a newly constructed residence on the Lot; or (c) one sign of not more than eight (8) square feet used by the owner of the Lot or a realtor to advertise the Lot and improvements for rent or sale. No house marker shall be larger than two (2) square feet in area. The foregoing sign restrictions shall not apply to the Declarant.

26. **Alternative Energy Devices.** The design, use or placement on a Lot of any alternative energy device, such as solar panels or other sun collecting devices, windmills or vertical wind turbines shall be subject to the approval of the Architectural Control Committee, which shall have authority to refuse permission to construct any such device.

27. **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 other Lot owners.

28. **Vehicle Restrictions.** No inoperable, partially dismantled, wrecked, junked, discarded or unlicensed motor vehicle shall be allowed to remain on a Lot outside of a building longer than seven (7) days. 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 neighborhood.

29. **Outside Storage of Certain Items Prohibited.** No construction or similar equipment, mobile home, motor home, camper, removable camper top, trailer, fishing shanty,

boat, snowmobile, movable boat lift or other item of similar nature shall be permitted on a Lot for a period of more than two (2) weeks, unless kept in a garage completely enclosed.

30. **Animals.** No animals may be kept, raised or permitted on a Lot except animals that are bona fide household pets and are under complete control within the confines of the Lot or on a leash and do not constitute a nuisance or inconvenience to other Lot owners. The owner of the pet shall be responsible for the timely removal and disposition of all animal waste on the Lot, all other Lots and any common areas or walking trails.

31. **Garbage/Recyclables.** Garbage which 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 after being emptied.

32. **Architectural Control Committee.** No structure or substantial improvement of any kind shall be erected, placed or altered on a 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.

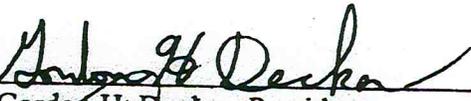
- (a) **Membership.** The Architectural Control Committee shall be composed of Gordon H. Decker, Thomas N. Rusch and Thomas J. Shepeck. Each member of the Architectural Control Committee shall have the right to resign at any time. In the event of death or resignation of any member of the Committee, the 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.
- (b) At least thirty (30) days prior to commencement of construction of any structure; or other substantial improvement on a 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 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.
- (c) The plans, specifications and plot plan shall be evaluated based upon external design, size, materials and the relationship of the structures to the Lot and adjacent Lots including areas for passive and active open space uses and other

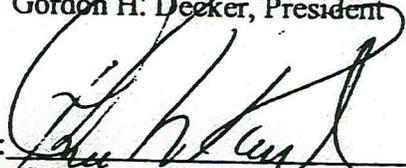
buildings and open spaces on adjacent Lots. Approval may be denied, in the sole discretion of the Architectural Control Committee based on esthetic grounds. The reasons for disapproval shall be stated in writing. The Architectural Control Committee shall have the right to grant variances from the requirements of these Protective Covenants, if it determines that granting a variance will not have a material adverse effect on the owner and occupants of the other Lots.

33. **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 (20) years from the date these Protective Covenants are recorded. Thereafter, these Protective Covenants shall be automatically extended for successive twenty (20) 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 a Lot 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 any attorney's fees and costs incurred in bringing the enforcement action. 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 other plat of which the Lot is on or becomes a part.

IN WITNESS WHEREOF, the undersigned have caused these Protective Covenants to be executed on 22 day of November, 2006.

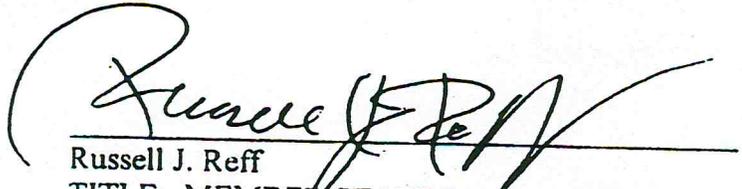
DECKER RUSCH DEVELOPMENT, INC.

By:   
Gordon H. Decker, President

By:   
Thomas N. Rusch, Secretary

AUTHENTICATION

Signatures of Gordon H. Decker and Thomas N. Rusch authenticated this 22<sup>nd</sup> day of November, 2006.

  
Russell J. Reff  
TITLE: MEMBER STATE BAR OF WISCONSIN

This document was drafted by:  
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Oshkosh, WI 54903-1190

DECLARATION OF  
PROTECTIVE COVENANTS

Document Number

1418616

REGISTER'S OFFICE  
WINNEBAGO COUNTY, WI  
RECORDED ON

11/30/2006 08:58AM

JULIE PAGEL  
REGISTER OF DEEDS

RECORDING FEE 27.00  
TRANSFER FEE  
# OF PAGES 9

Recording Area

Name and Return Address

Attorney Russell J. Reff  
P.O. Box 1190  
Oshkosh, WI 54903-1190

*Escrow*

Parcel Identification Number (PIN)

This instrument was drafted by:  
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Oshkosh, WI 54903-1190  
(920) 231-8380

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