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PROTECTIVE  
COVENANTS

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Document Number

Document Title

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*Mary A. Brickle*

REGISTER OF DEEDS  
FOND DU LAC COUNTY, WI

Recording Area

Name and Return Address

*Nett L + D* *JD*  
*W3880 McCabe Rd*  
*Malone, WI 53049*

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.

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## PHEASANT RUN SUBDIVISION PROTECTIVE COVENANTS

Description for land to which covenants will apply:

Pheasant Run Subdivision located in the SW ¼ of the NE ¼, Section 29, T. 15 N., R. 18 E., Town of Empire, Fond du Lac County, Wisconsin, and being that portion thereof described as Lots One (1) through Twenty-two (22) of Pheasant Run Subdivision.

Protective Covenants dated MAY 31, 2000, and recorded in the office of the Register of Deeds for Fond du Lac County, Wisconsin. Know all persons by these presents that the following Protective Covenants are hereby established for the purpose of securing and maintaining harmony in the use and development of the territory described as above and hereinafter referred to as the "Subdivision".

These Protective Covenants may be amended from time to time by an instrument in writing executed by the majority of the lot owners then recording such amendments with the Register of Deeds of Fond du Lac County, Wisconsin.

Item 1 - Use of Land: The subdivision shall be used for residential purpose only.

Item 2 - Building Size and Specifications: The minimum above grade living area for each dwelling in the subdivision for a ranch and bi-level home shall be 1500 square feet; one and a half story and two story dwellings shall be 1700 square feet exclusive of porches, breezeways and garages. There will be a minimum roof slope of 5/12 required. Each dwelling shall include an attached garage of not less than 500 square feet.

Item 3 - Accessory Buildings: Accessory buildings up to 500 square feet are allowed. The top plate height of side walls shall not exceed 9 feet. The exterior and roof finishes and materials of accessory buildings shall match the dwelling unit finishes and materials. The accessory building shall be located behind the dwelling unit.

Item 4 - Completion of Construction: The exterior of every structure located in the Subdivision shall be completed within 12 months after the beginning of construction. The owner of each lot shall be responsible for erosion control and siltation control during any land disturbance activities and for the period from commencement of construction to completion of the same.

Item 5 - Driveways: Driveway culverts shall be placed and driveways shall be excavated and graveled prior to the commencement of any building construction.

Item 6 - Temporary Structures: No structure of a temporary character, and no trailer, tent, camper, garage or outbuilding shall be used as a residence on any lot at any time, either temporarily or permanently; nor shall any building be occupied until occupancy permit is issued by the Local Building Inspector.

Item 7 - Buildings: No buildings shall be moved on to any lot. All dwellings shall be of new construction.

**Item 8 - Landscaping:** Within one year of the issuance of an occupancy permit of a residence on any lot, the owner shall sod or seed all disturbed areas. All excess stones accumulated from the preparation of yard for sod or seeding shall be removed from site or deposited on an established stone fence line contained in the Subdivision and shall not be deposited on an adjacent lot or Conservation Area.

**Item 9 - Fencing and Walls:** No fences or other similar structures shall be erected or constructed in the Subdivision unless constructed from natural materials. Fences shall be limited to 6' in height behind the dwelling unit and 4' in height in front of the dwelling unless required by local or state law.

**Item 10 - Commercial Signs:** No commercial sign of any type shall be erected in any part of the Subdivision, except reasonable signs indicating properties for sale or for contractor display shall be permitted only during periods of construction or sale. This prohibition does not apply to Subdivision entrance monuments or signs.

**Item 11 - Animals and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose and provided that there shall be a limit of 2 adult dogs or 2 adult cats, or any combination of 3 of these animals per household. For the purpose of this section, an adult dog or cat is one that has reached four months of age.

**Item 12 - Tanks, Towers, Roof Structures and Antennae:** No elevated tanks of any kind, no solar collectors or similar devices, and no towers or similar structure shall be erected in the Subdivision. Television antennae or satellite receiving devices under 20" may be mounted on roofs. Television antennae towers are permitted and shall only be located in rear yards and only with written approval of the Subdivider or assigns.

**Item 13 - Commercial Vehicles:** No trucks other than panel trucks or vans, and no commercial-type vehicles shall be stored or parked on any lot unless parked in a closed garage or except while engaged in transporting to or from a residence in the Subdivision. This prohibition against outdoor parking specifically applies to trucks over 1 ton gross weight and to trucks over 20 feet long.

**Item 14 - Abandoned Vehicles/Junk:** Unregistered motor vehicles (or parts thereof) or motor vehicles not used for daily transportation, discarded machinery and equipment, scrap wood or metal and other junk and debris shall not be accumulated or stored on any lot.

**Item 15 - Recreational Vehicles/Boats/Lawn Equipment:** Lawn equipment, campers, boats, R.V.s, snowmobiles and other recreational vehicles and equipment kept within the Subdivision shall be stored in or behind a closed garage and is never allowed to be kept in the Conservation Area (see Item #20). No snowmobile, motorized off-street bike, all-terrain vehicle or other such vehicles shall be operated within the Subdivision EXCEPT for a brief period for routine maintenance, loading and unloading, or for direct ingress or egress to adjacent properties outside of subdivision. Boats and campers shall not be stored on driveways or on the street adjacent to any lot or be visible from the street. House trailers, mobile homes, snowmobile, utility or enclosed trailers, travel trailers, fish shanties, boats, boat trailers, snowmobiles, recreational vehicles, and/or unlicensed or vehicles not used for daily transportation shall not be kept on the premises unhouesed, except for a period of two weeks per calendar year.

**Item 16 - Trash and Garbage Disposal:** Trash and garbage shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be kept in a garage or suitably screened from view from the street and dwellings.

**Item 17 - Refuse and Waste:** No lot or any part of the Conservation Area (see Item #20) shall be used or maintained as a dumping or storage site for refuse, rubbish, discarded materials or other waste except that properly maintained composting activities for landscaping wastes may be located in rear yards.

**Item 18 - Lot Drainage:** Lot owners shall maintain positive drainage on their own lot so that storm water run-off from lawn, buildings, pavement, septic system and any other disturbed or developed area of the lot drains in defined swales or ditches to the roadway ditch as shown on subdivision plat or other location approved by the Town Building Inspector.

**Item 19 - Topsoil Stockpile:** Topsoil from the construction and creation of this subdivision may be stockpiled in the "Conservation Area" at locations deemed acceptable to the Subdivider or Subdivider's assigns. The sole ownership, use, dispersal and time frame for removal of said stockpiled topsoil is vested with and at the discretion of the Subdivider or Subdivider's assigns.

**Item 20 - Conservation Area** Also known as Outlots #1, #2, #3, #4, #5. Each of the 22 building lots in the subdivision shall have a one/twenty-second (1/22) undivided interest in the Conservation Area. The required open space may be used, with an outlot restriction waiver, for underground drainage fields, mound, above grade or below grade systems, for individual or community septic systems. However, "mound" or other on-site systems protruding above grade and aerated sewage treatment ponds shall be limited to no more than ten (10) percent of the required minimum open space.

**Item 21 - Conservation Area Maintenance:** The 22 lot owners shall be responsible for maintaining the Conservation Area in a manner acceptable to the Town of Empire as stated in the "PHEASANT RUN SUBDIVISION CONSERVATION AREA MAINTENANCE ASSOCIATION". Also, the open non-paved area contained in the cul-de-sac at the North end of Red Wing Drive and the East end of Pheasant Run is considered a common area for the purposes of maintenance and shall be mowed and maintained by the adjacent lot owners of the subdivision.

**Item 22 - Area Characteristics:** This subdivision is located near a number of existing natural and man-made features and uses which provide character to the area. Wetlands, woodlands, farm fields, as well as surrounding rural and semi-urban residences create an atmosphere uncommon in its diversity. Some tolerance or effort will be required to maintain the existing harmony of uses.

**Item 23 - Architectural Control:** Architectural control and review approval authority shall be vested in Nett Land & Development, Inc. (the Subdivider) or the Subdivider's assigns until the initial transfer of all of the lots in the Subdivision. At that time, a Architectural Review Committee (including one chairperson) of three lot owners shall be formed for review approval. These initial three members of the committee shall be appointed by the subdivider, thereafter, members of the committee shall be appointed by a majority of the lot owners.

**Item 24 - Architectural Review:** All improvements including but not limited to buildings, outbuildings, sheds, fences, antennas and other structures shall be subject to review and approval by Nett Land & Development, Inc. (the Subdivider), the Subdivider's assigns or the Architectural Review Committee prior to construction of the improvements. The plans for the

improvement will be reviewed for such things as harmony of external design and color with existing structures, topography of land, size, layout, appearance of materials, location, drainage and any other criteria deemed necessary by the Subdivider. The Architectural Review shall not be responsible for the review of construction means or methods and shall not be responsible for code compliance, structural integrity, safety or warranty.

Item 25 - Terms of Covenants: The provisions of this Declaration shall be covenants which run with the land and shall be binding on all persons claiming and owning any interest in the Subdivision for a period of twenty (20) years from the date on which this Declaration is recorded, after which these covenants shall be automatically extended for a period of five (5) years each unless an instrument signed by a majority of the owners of the lots in the Subdivision agreeing to change or terminate these covenants has been executed and recorded. Prior to the completion of the subject twenty year period, the protective covenants may only be amended in writing with the approval of three fourths of the owners of the lots.

Item 26 - Enforcement: The provisions contained herein shall be enforceable at law or in equity by the grantor, by the board of directors of the subdivision association or the Town Board of the Town of Empire. In any action to enforce the provisions herein, the grantor, or other enforcing party, shall be entitled to recover its reasonable legal fees and expenses if a court shall determine that the relevant property owner has committed or suffered one or more violations of these protective covenants.

In addition to the above protective covenants, the grantor, individual lot owners, and their successors and assigns shall comply with all relevant Town and Sanitary District ordinances and regulations including, without limitation, the Town's zoning and subdivision ordinances. No delay or failure by the Town or the Sanitary District to exercise any right, and no partial or single exercise of that right, shall constitute a waiver of that or any other right. All rights are reserved.

Item 27 - Severability: Invalidation of any one or more of the covenants herein contained by judgment or court order shall not affect any of the other covenants which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned, being President and Vice President of Nett Land & Development, Inc., a Wisconsin Corporation and owner of the lands and mortgages described herein have caused this Declaration to be executed this 31st day of MAY, 2000.

Michael J. Nett  
Michael J. Nett, President

Neal A. Nett  
Neal A. Nett, Vice President

STATE OF WISCONSIN)  
SS  
FOND DU LAC COUNTY)

Personally came before me this 31st day of MAY, 2000, the above-named Michael J. Nett and Neal A. Nett to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Lori L. Burbach LORI L. BURBACH

Notary Public FOND DU LAC, WI

My commission expires: 3-14-04

This instrument was drafted by Michael J. Nett and Neal A. Nett

5/13

Document Number	AMENDMENT TO CONSERVATION AREA MAINTENANCE ASSOCIATION RECORDED JUNE 12, 2000 AT 3:48 P.M., DOC. NO. 694249	DOC# 809407  Recorded 18, 2003 AT 02:13PM  <i>Sally Barbeau</i>
Return Address:	Nett Land & Development, Inc. W3880 McCabe Road Malone, WI 53049	SALLY BARBEAU REGISTER OF DEEDS FOND DU LAC COUNTY Fee Amount: \$15.00
Parcel I.D. Number:		Recording Area

Affecting Real Estate described as follows:

*Lots One (1) through Twenty-Two (22) of the Plat of Pheasant Run Subdivision being located in the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.*

\* \* \* \* \*

The undersigned, Nett Land & Development, Inc., defined as Owner under the terms of the Conservation Area Maintenance Association agreement described above does hereby record this Amendment changing the legal description of that area previously set forth in Paragraph 8 and also to reflect the change in responsibility for maintenance of the storm water detention area as set forth in Paragraph 8 of what is referred to as the Conservation Area Maintenance Association - The Preserve Subdivision whereby the responsibility for maintenance as to lot owners in Pheasant Run Subdivision is being reduced from one hundred percent (100%) to fifty-six percent (56%).

The Amended Area where the Storm Water Detention Pond will be maintained as set forth in The Preserve Conservation Area Maintenance Association agreement is more specifically attached as Exhibit "A".

Dated this 17th day of December, 2003.

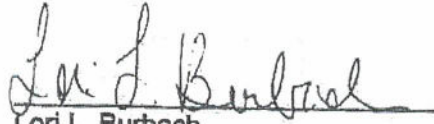
NETT LAND & DEVELOPMENT, INC.

By: *Michael J. Nett*  
Michael J. Nett, President

Attest: *Neal A. Nett*  
Neal A. Nett, Vice President

STATE OF WISCONSIN :  
: ss.  
FOND DU LAC COUNTY :

Personally came before me this 17th day of December, 2003, the above named Michael J. Nett and Neal A. Nett, President and Vice President respectively of Nett Land & Development, Inc., to me known to be the persons who subscribed their names to the foregoing Amendment, acknowledged the same, and are authorized to sign on behalf of said corporation.

 (SEAL)  
Lori L. Burbach  
Notary Public, State of Wisconsin  
My Commission expires: March 14, 2004

Attachment – Exhibit "A"

THIS INSTRUMENT DRAFTED BY:  
ROBERT V. EDGARTON (#1011146)  
ATTORNEY AT LAW



Exhibit "A"

Commencing at the Northeast corner of the Northwest 1/4 of Section 29, T 15 - R 18 E; thence South 00°-36'-46" East along the East line of said Northwest 1/4, 657.81; thence North 89°-42'-48" West, 33.00 feet to the Point of Beginning; thence South 00°-36'-46" East, 210.03 feet; thence North 89°-42'-48" West, 420.00 feet; thence North 34°-04'-58" West, 39.00 feet; thence North 00°-17'-12" East, 73.89 feet; thence North 79°-02'-39" East, 211.60 feet; thence North 00°-17'-12" East, 62.67 feet; thence South 89°-42'-48" East, 231.18 feet to the Point of Beginning and containing 1.718 Acres (74,836 Sq. Ft.) of land more or less, and being subject to all easements and restrictions of record.