

**PROTECTIVE COVENANTS AND RESTRICTIONS
SPRING VIEW ACRES SUBDIVISION**

Classic Homes by Kuba LTD, a Wisconsin S corporation, hereinafter referred to as the "Subdivider", having title to attractive real estate designated and platted as First Addition to Spring View Acres Subdivision and described as the following:

Lots 24 through 29 and Lots 35 through 37 inclusive, First Addition to Spring View Acres Subdivision, City of Omro, and Winnebago County, Wisconsin.

Whereas, the "subdivider" of the lands previously described is desirous of imposing restrictive covenants thereon to insure an orderly and harmonious development by protecting said property through the recording of covenants hereby makes the following declarations as to the limitations, restrictions and uses to which the lots constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivisions desirable, uniform, and suitable in architectural design and use as herein specified.

- 1. Residential Use. The property shall be used only for single family residential purposes.*
- 2. Building Size. For all lots inclusive, the following minimum square footage requirements shall be met:*
 - Ranch Style/Single Story - 1350 square feet;*
 - Two Story-1400 square feet;*
 - Quad level/Tri-Level-1200 square feet on the main and upper levels;*
 - Bi-level/Raised Ranch-1000 square feet on the main/upper level;*
 - One and One-half Story/Cape Cod Style-1450 square feet.*
 - Roof pitch to be not less than 6/12 pitch.*

Only heated areas shall be included in these calculations. No porch areas, garages, breezeways, etc. shall constitute heated areas. All buildings shall have basements and the basement shall not be included in determining the amount of square footage.

No building shall be moved onto the premises and only new construction shall be permitted.

In all cases a two car attached garage (or greater) shall be included at the time of commencement of construction of the dwelling.

3. Building Location. The minimum building set back line, measured from the street right of way, shall be 25 feet.

4. Underground Utilities. All electric, gas, cable, and telephone cables shall be laid underground.

5. Building Completion. Within one (1) year after commencement of construction of any dwelling the following shall be completed:

a) The exterior of the dwelling according to the plans and specifications, and;

b) Planting trees so that there will be at least three shade trees on each lot, within the first 3 years. If any of the three required trees dies it shall be promptly replaced. The planting of the lawn (seed, hydroseed, sod, etc.) shall also be completed within this one year period.

6. Excess Excavation Dirt. All excess dirt from any excavation or otherwise, shall be deposited on lots in the Subdivision designated by the Architectural Control Committee, at no expense to the developers.

7. Architectural Control Committee. That during a period of thirty (30) years from date of recording these Protective Covenants no structure (including an above-ground pool) shall be erected, placed or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing topography and finish grade elevation.

a) Membership. The Architectural Control Committee is composed of James F. Kubasta and Tim Zillges, in the event of the death of James F. Kubasta, Tim Zillges should be placed in charge of the committee. The representative of the Committee is James F. Kubasta, PO Box 738, Oshkosh, Wisconsin 54903-0738. The Designation of the above representative shall remain in full force and effect unless and until a written revocation of such authority is made by recording a contrary document at the office of the Register of Deeds, Winnebago County, Wisconsin. Until such time

owners or interested parties, as to lots upon which the Protective Covenants are imposed, may rely upon the representatives so designated. The members of the Architectural Control Committee reserve the right, at the request of the Majority thereof, to appoint an additional member to the Architectural Control Committee upon action by such majority hereafter.

(b) At least ten (10) days prior to commencement of construction of any structure on any lot, one copy of the full blueprint plans, specifications for construction, and plot plan showing the proposed location of the building shall be submitted to the Architectural Control Committee. The Committee's approval or disapproval shall be in writing in a document which can be recorded and signed by one member of the Committee. In the event that a majority of the Committee fails to approve or disapprove the plans and specifications within thirty (30) days after receipt of same by any member of the Committee, approval will not be required and this paragraph of these Protective Covenants shall be deemed to have been fully complied with. The Committee shall retain one copy of all approved plans and specifications until construction of the dwelling is completed.

8. Temporary Dwellings. No person shall live in any basement unless the exterior of the dwelling above the ground has been completed in accordance with the plans and specifications for said dwelling; no structure of a temporary character, tent, garage or travel trailer, (trailer of any type or kind) or boat shall be parked outside any lot at any time, except a trailer used by a Real Estate Broker or the Developer in connection with the sale of said lots and homes.

9. Recreational Equipment. No boats, snowmobiles, campers, trailers, travel trailers, boat trailers, motorcycles, lawn mowers, tractors or any other such equipment or recreational equipment shall be store within outside view on the subject property at any time.

10. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on the premises, except dogs, cats, or other household pets which are not kept, bred or maintained for any commercial purposes.

11. Nuisances. No noxious or offensive activity shall be carried on upon said property, nor shall any activity be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

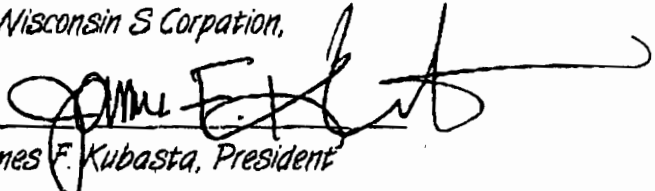
12. Signs. No signs of any kind shall be displayed to the public view, except signs used by a builder to advertise the property during construction and sales period or the developers for the sale of lots in the plat and except one professional sign of not more than one (1) square foot and except one sign of not more than eight (8) square feet advertising the property for rent or sale.
13. Easements. Easements for the installation and maintenance of utilities are reserved as shown on the plat. Said easements are also reserved for the installation and maintenance of underground Cable TV. Easements for drainage facilities are reserved over all areas shown on the Plat as easements for Public Utilities. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each 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 said plat heretofore approved by the City of Omro shall be complied with by all owners. The Architectural Control Committee shall have the right, at any time, to determine the direction of the drainage flowage and require the lot owner to grade same accordingly at the expense of the lot owner, providing such determination does not conflict with drainage and grading plan.
14. Number of Buildings. No building shall be located on a lot except a dwelling with attached garage (minimum two-car); providing, however, the Architectural Control Committee shall have the right to authorize another building, in its sole discretion, with such restrictions, conditions and limitations as it may deem appropriate. An example of a potential exception would be a detached storage shed. Authorization of such is at the sole discretion of the Architectural Control Committee.
15. Exterior of Buildings. The exterior of all buildings with natural wood shall be stained within one year of construction; there shall be no natural weathering of siding on the exterior of any building.

16. Air Conditioners. No window air conditioners can be used or installed at any time.

17. Amendments, Enforceability and Severability. These Protective Covenants shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded; provided, however, that these covenants may be amended in whole or in part at any time by a document signed by the owners of a majority of the lots and recorded with the Register of Deeds, Winnebago County, Wisconsin. These Protective Covenants are made for the Benefit of any and all persons who now own or who may hereafter own property in said Subdivision, and such persons are specifically given the right to enforce these Covenants by injunction or other lawful procedure, and to recover any damages resulting from such violation. Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this, July 19, 2006

Classic Homes By Kuba, LTD,
A Wisconsin S Corporation,

By: 
James F. Kubasta, President

STATE OF WISCONSIN)
)ss:
WINNEBAGO COUNTY)

Personally came before me this 19th day of July, 2006, the above-named James F. Kubasta, President, Classic Homes by Kuba, LTD., to me known to be the person who executed the foregoing instrument, and to be known to be such Managing Partner of said Corporation and acknowledge that he executed the foregoing instrument as such officer as the deed of said Corporation, by its authority.

Stephanie Kamwrath-Wright

Stephanie Kamwrath-Wright

Notary Public

Oshkosh, Wisconsin

My Commission expires 5/4/08

This instrument was drafted by and return to:

James F. Kubasta

Classic Homes BY Kuba, LTD

President

PO Box 738

Oshkosh, WI 54903-0738

