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**DECLARATION OF RESTRICTIVE COVENANTS  
CASTLE OAK SUBDIVISION**

REGISTER'S OFFICE  
WINNEBAGO COUNTY, WI  
RECORDED ON

07/01/2005 01:24PM

JILLIE PAGEL  
REGISTER OF DEEDS

RECORDING FEE 23.00  
TRANSFER FEE  
# OF PAGES 7

DECLARATION made this 27 day of June, 2005, by Van's Realty and Construction of Appleton, Inc., owner of Lots 13, 14 and 40 of the Subdivision, as defined below, and Creative Custom Homes & Development, Inc. (the "Developer"), owner of the remaining Lots of the Subdivision\*\* and developer of the following described real estate in the City of Neenah, County of Winnebago, State of Wisconsin, same being the real estate now duly platted as Castle Oak Subdivision, as such plat is now recorded in File 4 of Plats, Page 40, as Document No.1345200 of the Records in the office of the Register of Deeds in the County of Winnebago, State of Wisconsin (the "Subdivision"), hereby make the following declarations as to limitations, restrictions, and uses to which the lots or tracts constituting such Subdivision may be put, and hereby specify that such declarations shall constitute covenants to run with all 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 on all future owners in such subdivision.

Return to:  
Creative Custom Homes  
& Development, Inc.  
999 N. Military Avenue  
Green Bay, WI 54303

1. Purpose. The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisance, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.
2. Pre-Construction Maintenance. The owner of a lot is responsible for maintenance of the lot before construction begins. No trash, waste, weeds, brush or long grass is permitted.
3. Construction Maintenance. At all times during construction, the site shall be maintained in a neat and orderly manner. Construction debris shall be contained as to prevent such material from blowing onto neighboring properties or streets.
4. Land Use and Building Type. No lot shall be used except for single family residential purposes.
5. Minimum Floor Plan Size. Unless the owner of a lot obtains written approval from the Developer prior to commencement of construction, the following shall be the minimum floor areas for homes to be constructed on a lot, exclusive of basement area, garage area and open porch areas:

\*\* See Addendum

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- a. The aggregate floor space of a one-story house shall be a minimum of 1,300 square feet;
  - b. The aggregate floor space of a two-story house shall be a minimum of 1,400 square feet;
  - c. The aggregate floor space of a bi-level house shall be a minimum of 900 square feet; and
  - d. The aggregate floor space of a tri-level house shall be a minimum of 1,500 square feet.
6. Height. No dwelling shall exceed 2½ stories in height above the finished grade level.
  7. Used Buildings. No used buildings or residences shall be moved onto the property.
  8. Temporary Structures. No structure of a temporary nature, shanty or similar structure shall be permitted on any lot either temporarily or permanently.
  9. Completion Date. All homes shall be completed within twelve (12) months after commencement of building and shall not be occupied prior to being completed. All landscaping, including, but not limited to, lawn, trees and shrubs, must also be completed within twelve (12) months after commencement of building. All driveways are to be hard surfaced with concrete or blacktop, or similar surface, within seven (7) months after occupancy.
  10. Footers. All homes must have a basement under at least 40% of the ground area and footings of at least four feet in depth below the balance of the house. No slab houses shall be allowed.
  11. Storage Buildings and Outbuildings. Only one (1) storage building, shed or similar structures ("Outbuildings") shall be permitted. No Outbuilding shall exceed 120 square feet. The Outbuilding must be of the same architectural design as the principal residence. All Outbuildings shall be the same roof design, roof material and siding as the principal residence. The color of the roofing, siding, brick, or stone shall be the same material that was used on the principal residence.
  12. Roof Pitch. The roof pitch on all residences must be a minimum of 5/12 pitch, however, the pitch of any gables coming off the main roof may be less than 5/12 pitch.
  13. Fencing. No fence shall be erected upon any lot without written approval of the Developer or Developer's assigns. Fencing shall be restricted to the back yard and no fencing shall extend any closer to the street than the furthest back corner of the house and/or garage.

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14. Antennas/Satellite Dishes. Radio and TV antennas are not allowed on the exterior of a building or on poles. Satellite dishes are allowed, however, they are not allowed in the front or on the roof of a building, and shall not exceed twenty inches (20") in diameter.
15. Solar Panels. Solar panels are not allowed on the exterior of any building or structure, or upon any portion of any lot.
16. Dog Kennels. No outdoor dog kennels or dog runs are allowed on any lot.
17. Occupancy. All homes shall be completed before occupancy. No structure other than a fully completed residence shall be occupied.
18. Removal of Dirt. So long as Developer owns any lot, Developer reserves the right to direct the disposition of any dirt that is to be removed from a lot. However, such disposition as directed by the Developer shall be within the subdivision.
19. Architectural Control. No dwelling or other house or structure shall be erected on any lot of this subdivision until the plans and specifications have been submitted to and approved by the Developer or Developer's assigns. If the Developer or Developer's assigns, as the case may be, fails to approve or disapprove such plans and specifications within sixty (60) days after the same have been submitted, said plans and specifications shall be deemed to have been approved. All decisions of the Developer or Developer's assigns shall be enforceable against any lot owner if made in a good faith exercise of the judgment or discretion so long as such decision is not clearly in conflict with the express provisions of this declaration. Any person seeking to challenge any such decision of the Developer or Developer's assigns shall have the burden of proof to establish that such standards were not met at the time the decision was made.
20. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
21. Vehicles. Snowmobiles, boats, trailers, minibikes, motorcycles, recreational vehicles, motor homes, campers, construction equipment are to be kept stored inside garages. No trucks with a load capacity over 6 (six) tons shall be garaged on premises.
22. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for these improvements for which a public authority or utility company is responsible.
23. Drainage. No blockage, dam or other obstruction of the flow of surface water drainage, which causes such water to back-up onto another lot, shall be permitted. Established lot grade shall be maintained at all times. Land on all side and rear lot lines shall be graded and maintained so as to provide for adequate drainage of surface water.

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24. Animals. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they not kept, bred, or maintained for any commercial purpose and no more than two (2) household pets shall be permitted on any lot. Nothing contained herein shall be construed to permit the keeping of any dog or cat which shall in any way constitute a nuisance.

25. Signs. No sign of any kind shall be displayed to the public view on any lot except two temporary professional signs advertising the property during the construction and sales period.

26. Trash. All trash and waste shall be kept in sanitary containers and out of public view. No lot shall be used as dumping ground for garbage or other rubbish.

27. Enforcement.

a. Upon the violation of any one or all of the provisions of this Declaration, the Developer, Developer's assigns or a lot owner, as the case may be, shall have the right to proceed at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions, and shall be entitled to both equitable and legal relief, including reasonable attorneys' fees. Any failure of such enforcement shall not be deemed a waiver of a right to do so or the acquiescence of any violation subsequent or otherwise.

b. The Developer or Developer's assigns, as the case may be, shall have the right to levy and collect an assessment (which is due upon receipt of notice) against any lot for any costs and expenses incurred by the Developer or Developer's assigns, as the case may be, in the enforcement of the provisions of this Declaration with respect to such lot, including without limitation, the costs of consultants and actual attorneys' fees, whether or not litigation is commenced with respect thereto. The developer or Developer's assigns shall further have the right to levy and collect an assessment against all lots in the Subdivision for reimbursement of costs and attorneys' fees incurred by in the enforcement of this Declaration, provided, that (i) said assessment shall be equally allocated to all platted lots in the Subdivision, including those owned by Developer, and (ii) any enforcement costs recovered from the violating lot owner shall be credited or refunded to owners of lots against which the assessments were made.

c. Any assessments not paid when due shall bear interest at a rate of eighteen percent (18%) per annum until paid in full, and such unpaid assessment, together with the interest thereon, shall constitute a continuing lien against the real estate for which the assessment is made. Said lien may be foreclosed in the same manner as real estate mortgages under Wisconsin law, provided that such liens shall be subordinate to any purchase money for construction mortgage. The assessment and interest thereon shall further be the personal obligation of the applicable lot owner.

28. Disturbance of Survey Stakes. No pole, pedestal, buried cable or other object

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shall be placed so as to disturb any survey stake or to obstruct any vision along any lot lines or street. Any disturbance of a survey stake is a violation of Section 236.32 of the Wisconsin Statutes.

29. Severability. Invalidation of any one 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.

30. Amendment. This Declaration may be modified, clarified, changed and/or amended at any time and in any manner by written declaration setting forth such modification, change, clarification and/or amendment, which has been executed by the owners of at least seventy-five percent (75%) of the lots in the Subdivision, in such form as to allow it to be recorded in the relevant County Register's Office; provided, however, that such modification, change, clarification and/or amendment shall require the written approval of Developer, so long as Developer owns any lot(s) in the Subdivision. Further, so long as Developer owns any property in the Subdivision, Developer, by itself alone, shall be entitled to modify, clarify, change, amend and/or terminate the covenants, conditions and restrictions.

31. Term. These conditions, restrictions and requirements are covenants running with the land, and shall become binding upon the grantors and grantees of the property herein, their respective heirs, executors, administrators and assigns, for the period of twenty (20) years from and after the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years.

32. Interpretation. These declarations shall be construed and interpreted in favor of restricting the use of each lot consistent with the purposes hereof and any ambiguity shall be resolved against any lot owner who installs any structure or engages in any activity not clearly authorized under these declarations.

IN WITNESS WHEREOF, Creative Custom Homes & Development, Inc. and Van's Realty and Construction of Appleton, Inc. have hereunto set their hand on the day and year first above written.

Creative Custom Homes & Development, Inc.

By: *Shane Milenburg*  
 Name: SHANE MILENBURG  
 Title: VICE PRES. DEPT

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Addendum:

"...remaining Lots of the Subdivision..." consist of:

Lots 1-12, 15-39, 41-62, and Outlot 1, all in Castle Oak Subdivision, in the City of Neenah, Winnebago County, Wisconsin.

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