

Document Number

**RESTRICTIVE COVENANTS**



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**1742160**

**REGISTER'S OFFICE  
WINNEBAGO COUNTY, WI  
RECORDED ON  
06/19/2017 1:39 PM**

**NATALIE STROHMEYER  
REGISTER OF DEEDS**

**RECORDING FEE 30.00  
PAGES: 8**

Recording Area

Name and Return Address  
Attorney Kevin L. Eismann  
Epiphany Law, LLC  
4211 N. Lightning Dr.  
Appleton, WI 54913

See attached

Parcel Identification Number (PIN)

C 8

## RESTRICTIVE COVENANTS

DECLARATION made this 19<sup>th</sup> day of May, 2017, by *Castle Oak Development, LLC* (the “Developer”), developers 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 V, as such plat was recorded on May 4, 2017 in File 4 of Plats, page 96 and 96A, as Document No. 1738821 of the Records in the office of the Register of Deeds in the county of Winnebago, State of Wisconsin (the “Subdivision”), hereby makes 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.

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 or her home, with no greater restriction on the free and undisturbed use of the site than is necessary to insure the same advantages to the other site owners.

2. Pre-Construction Maintenance. The purchaser 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. The lot owner shall be responsible for his/her prorated share of maintenance of the roads servicing the Subdivision until such time as said roads are dedicated to the City of Neenah, provided, however, that the lot owner shall be solely responsible for any damage to said roads due to the lot owner’s actions or the actions of any contractor, subcontractor, or invitee.

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, the following shall be the minimum floor areas for homes to be constructed on a lot, exclusive of garage area and open porch areas:

a. The aggregate finished floor space of a one-story house shall be a minimum of 1,300 square feet, exclusive of the basement;

b. The aggregate finished floor space of a two-story house shall be a minimum of 1,400 square feet, exclusive of the basement;

c. The aggregate floor space of a bi-level, tri-level or split-level house shall be a minimum of 1500 square feet or which no less than 1150 square feet shall be finished, both exclusive of the lowest basement area; and

6. Height. Unless approved in writing by the Developer, 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. Garage. All buildings shall have a minimum of a 2 car garage.

9. Temporary structures. Unless approved in writing by the Developer, no structure of a temporary nature, shanty or similar structure shall be permitted on any lot either temporarily or permanently.

10. Completion date. Unless approved in writing by the Developer, (a) all homes shall be completed within six (6) months after commencement of building and shall not be occupied prior to being completed; (b) all lawns, must also be completed within twelve (12) months of home occupancy; (c) all landscaping must be completed within two (2) years of home occupancy and (d) all driveways are to be hard surfaced to the property line with concrete or blacktop, or similar surface, within one year of home occupancy.

11. Footers. Unless approved in writing by the Developer, 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.

12. Storage buildings and out buildings. Only one (1) storage building, shed or similar structure (an "Out Building") shall be permitted on any lot. No Out Building shall exceed 120 square feet. The Out Building must be of the same architectural design as the principal residence. All Out Buildings 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.

13. Roof pitch. Unless approved in writing by the Developer, the roof pitch on all residences must be a minimum of 6/12 pitch, however, the pitch of any gables coming off the main roof may be less than 6/12 pitch.

14. Fencing. No fence shall be erected upon any lot without written approval of the Developer. Unless approved in writing by the Developer, 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.

15. 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. Satellite dishes shall not be visible from any street.

16. Solar Panels. Solar panels are not allowed on the exterior of any building or structure, or upon any portion of any lot.

17. Dog Kennels. No outdoor dog kennels or dog runs are allowed on any lot.

18. Occupancy. All homes shall be completed before occupancy. No structure other than a fully completed residence shall be occupied.

19. 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.

20. 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 designated agent. Unless otherwise specifically approved in writing by the Developer, no less than twenty percent (20%) of the exterior of the front of the building (not including roofs, doors and windows) shall be constructed of stone, brick or other approved masonry material. If the Developer 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 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 shall have the burden of proof to establish that such standards were not met at the time the decision was made. Developer

may charge a reasonable fee for said review and the lot owner shall be responsible for all out of pocket expenses related thereto. Plans submitted for approval shall include the following:

a. One complete set of floor plans, elevations and sections, one site plan, one drainage plan and, if requested, material samples.

b. The dwelling plans should indicate construction materials and specifications, roofing material, exterior finishes and colors.

c. The site plans should indicate the basement outline with projections shown as a dotted line. The garage "footprint" and exterior steps or decks should be indicated. The site plan should indicate sidewalks, walkways, and driveway locations and sizes.

21. 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.

22. Vehicles. Snowmobiles, boats, trailers, minibikes, motorcycles, recreational vehicles, motor homes, campers, and construction equipment are to be kept stored inside garages.

23. 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.

24. 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.

25. 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.

26. Signs. Unless approved in writing by the Developer, no sign of any kind shall be displayed to the public view on any lot except one professional sign of no more than five (5) square feet advertising the property during the construction and sales period.

27. 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.

28. Disturbance of Survey Stake. No pole, pedestal, buried cable or other object 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. Enforcement. Enforcement shall be by proceedings at law or equity, against any person or persons violating or attempting to violate any condition, covenant or restriction, either to restrain such violation or to recover damages.

32. 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.

33. 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.

34. Developer. Developer's address for purposes of notice shall be: Castle Oak Development, LLC, c/o Epiphany Law, LLC, 4211 N. Lightning Drive, Appleton, WI 54913.

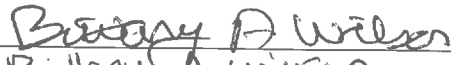
IN WITNESS WHEREOF, Castle Oak Development, LLC has hereunto set its hand on the day and year first above written.

Castle Oak Development, LLC.

By:   
Kevin Eismann, Manager

STATE OF WISCONSIN      )  
  ) ss.  
COUNTY OF OUTAGAMIE     )

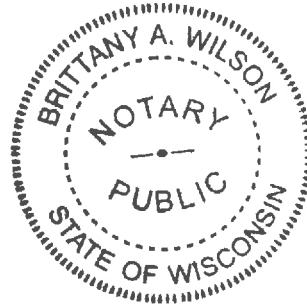
Personally came before me this 5<sup>th</sup> day of June, 2017, the above named Kevin Eismann, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

  
Brittany A. Wilson  
Notary Public, Wisconsin  
My commission ~~permanent~~ expires 12/18/2020

This instrument was drafted by



Kevin L. Eismann  
4211 N. Lightning Dr.  
Appleton WI 54913  
920-996-0000 (ph.)



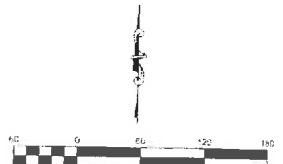
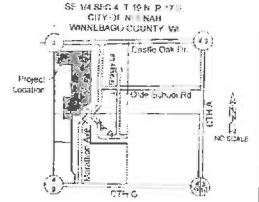
# Castle Oak V

Part of the Northwest 1/4 of the Southeast 1/4 and part of the Southwest of the Southeast of Section 04,  
Township 19 North, Range 17 East, City of Neenah, Winnebago County, Wisconsin

1730821  
REGISTER'S OFFICE  
WINNEBAGO COUNTY, WI  
RECORDED ON  
05/04/2017 2:00 PM  
NATALIE STROHMAYER  
REGISTER OF DEEDS  
RECORDING FEE \$3.00  
PAGE 2

*Natalie Strohmayer*

## LOCATION MAP



Bearings are referenced to the N1/4 of the SE 1/4  
Section 4, T19N, R17E  
assumed to bear N88°11'00"E  
based on the  
Winnebago County Coordinate System

## NOTES

- All linear measurements have been made to the nearest one hundredth of a foot.
- All angular measurements have been made to the nearest 20 seconds in a complete to the nearest half seconds.
- CL 1 and C 2 are Dedicated to the public for sidewalk purposes.

## LEGEND

- 1/2" Rebar found
- 1/4" Rebar found
- 1" Fish Pole found
- 1/2" x 18" Steel Rebar @ 4' intervals SET
- All other corners
- 1/2" x 18" Steel Rebar @ 1' intervals SET
- Lot areas in square feet
- Utility Locations Typical unless otherwise noted
- Wetland Symbol Typical



There are no objections to this plat with respect to:  
Acres: 236.15, 236.16, 236.20 and 236.21(1) and (2).  
Who: Made as provided by Sec. 216.12, Wis. Stat.  
Certified April 27th, 2017  
*Rebecca M. Dorn*  
Department of Administration

Revision Date: April 26, 2017  
File: 454392NAL02.dwg  
Date: 04/24/2017  
Drawn by: Jov  
Sheet 7 of 2

**DAVEL ENGINEERING & ENVIRONMENTAL, INC.**  
CIVIL ENGINEERING CONSULTANTS  
1811 Riverview Road, Menasha, WI 54952  
Ph: 920-791-1899, Fax: 920-820-5154  
www.davel.com

