FIRST AMENDMENT AND PARTIAL RELEASE OF LOT 17 TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COURTSIDE FIELDS SUBDIVISION (DOC. NO. 1953519)

DOC# 1962655
SUSAN SNYDER
REGISTER OF DEEDS
WINNEBAGO COUNTY, WI
RECORDED ON:
03/03/2026 02:40 PM
RECORDING FEE: 30.00
PAGES: 10
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THIS DECLARATION of Conditions, Covenants and Restrictions for Courtside Fields, City of Neenah, Winnebago County, Wisconsin, is made this 27th day of February 2026, by Courtside Fields, Inc. ("Developer"). Developer is the owner of the following described real estate in the City of Neenah, County of Winnebago, State of Wisconsin, being the real estate now duly platted as:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and 31 Courtside Fields, City of Neenah, Winnebago County, Wisconsin.

Return to:

Courtside Fields, Inc.
Attn: Umer Sheikh
PO Box 91, Neenah WI 54957-0091

and hereby makes the following declaration of covenants, conditions and restrictions to which the lots or tracts constituting such subdivision shall be put, and hereby specifies that such declarations shall constitute covenants, conditions and restrictions that run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and shall be for the benefit of, and limitations on, all future owners in such subdivision..

1. Purpose. The purpose of these covenants, conditions and 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 lot owner the full benefit and enjoyment of their property, with no greater restriction on the free and undisturbed use of their property that is necessary to insure the same advantages to all other lot owners.

2. Architectural control. No dwelling, house or other structure shall be erected or constructed on any lot in this subdivision unless and until the elevation, floor, foundation, and site plans and specifications have been submitted to, and approved by, Builder.

3. Land use and building type. All of the lots shall be restricted to use for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any of the above lots other than one single family dwelling not to exceed two (2) stories in height, with additional limits and conditions as set forth herein. Only single-family residences of conventional construction shall be permitted. Other building materials for the front may include, but are not limited to, board and batten, cedar impressions, stone or brick. Each homeowner agrees that as part of the initial architectural review that the Builder will review each dwelling for exterior design. Homes built on Lots 1 through 16 shall face and have a street address of Reed Street. Homes built on Lots 18 through 31 shall face and have a street address of Elm Street.

4. Grade. The maximum height of the house foundation may not be more than sixteen (16) inches above ground level adjacent to the house and no more than twenty-four (24) inches above the finished street grade, provided, however, that all grades shall comply with the Surface Water Drainage Plan approved by the City of Neenah and on file with the City of Neenah.

5. Basement/Footings. No slab houses shall be allowed. All residential buildings must have a basement under at least forty percent (40%) of the ground area, and footings of at least four (4) feet in depth below the balance of the residence.

6. Garages. Every residence shall have a private attached garage, accommodating not less than two (2) cars, and shall not be less than 472 square feet.

7. Roof pitch. The roof pitch on all residences must be a minimum of 7/12 pitch, and the exterior design must be harmonious with the neighborhood. The pitch of any gables coming off the main roof may be less than 7/12 pitch.

8. Parking of Vehicles. All boats, cars, trucks, vans, RV' s, camper trailers and trailers that are parked outside must be parked on a paved surface, never on a yard, and must be licensed and operable. Boats, RV 's, and camper trailers may only be parked outside between April 15 and November 15 on a paved surface. No fish shanties may be stored outside for more than 2 weeks at a time.

9. Construction Time. All homes shall be completed within Twelve (12) months after commencement of building and shall not be occupied prior to being completed. All exterior details of each dwelling must be completed within twelve (12) months of commencement, including, but not limited to, porch posts. All lawns must be completed within twelve (12) months after an occupancy permit is granted by the City of Neenah. Lot owners must plant one (1) tree, with a trunk diameter of not less than two (2) inches, in the front yard, within twelve (12) months of an occupancy permit being granted by the City of Neenah. Lot owners must landscape, including lawn, and a minimum of 4 shrubs in front of each residence along the foundation, within twelve (12) months of an occupancy permit being granted by the City of Neenah.

10. Minimum floor plan size. 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:

(a) The ground floor of a one-story house shall be a minimum of 1,300 square feet;

(b) The aggregate floor area of a one and one-half story or Two-story house shall be a minimum of 1,800 square feet, with the first story being at least 1,200 square feet;

(c) The aggregate floor area of any shall not exceed 3,000 square feet;

No portion of any level which has its floor below grade will be considered living space except as may be permitted by Developer. All homes must have a basement or crawl space.

11. Type of Construction. No used buildings or residences shall be moved onto any lot.

12. Storage or Utility Building/Outbuilding. One storage building or outbuilding shall be permitted per lot, subject to Builder approval, but such building must be the same architectural design as the residence, and must have the same roof design, roof material and siding material as the residence. No storage building or outbuilding may be greater than 200 square feet in size. All storage buildings shall require Builder approval.

13. Compliance with state and municipal codes. Setback lines, side yard lines and building codes for any residence shall be in compliance with all ordinances and regulations of Winnebago County, the City of Neenah, and the State of Wisconsin.

14. Driveways. All driveways are to be hard surfaced, to the property line, with concrete or blacktop, or similar surface, within six (6) months of an occupancy permit being granted by the City of Neenah. Each lot shall be hard surfaced from the property line to the street within six (6) months of the final concrete curb, gutter, and street installation in front of the lot.

15. Drainage Pattern and Setbacks. The landscaping of each individual lot shall comply with the drainage plan approved by the City of Neenah and on record at Neenah City Hall.

16. Trash/Burning/Litter. All trash and waste shall be kept out of public view and in sanitary containers that shall not be aesthetically offensive nor unsightly. No lot shall be used as a dumping ground for litter, unwanted stones, grass clippings, branches, garbage or other rubbish. There shall be no burning of any kind, including, but not limited to, leaves, upon any lot, except as allowed by a City of Neenah Recreational Fire Permit.

17. 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. Satellite dishes are to be kept to the side or rear of the home and hidden from view as much as possible.

18. 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.

19. Animals. Animals are allowed in accordance with the City of Neenah's Pet Owner Guidelines and Ordinances, provided that said animals are not bred or maintained for a commercial purpose. Nothing contained herein, however, shall be construed to permit the keeping of any dog or cat which, in any way, constitutes a nuisance. Pets must be on a leash or otherwise constrained when outside a residence.

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

21. Subdividing. None of the lots may be subdivided or partitioned, except by Developer.

22. Lighting. All outdoor lighting shall be ornamental. Any pole lighting shall be erected on ornamental poles. Flood lighting may be used provided it is not offensive to the neighboring properties or roadway.

23. Temporary Structures. No structure of a temporary nature, shanty or similar structure shall be permitted on any lot either temporarily or permanently. No structure other than a fully completed residence shall be occupied.

24. Pre-construction maintenance. Lot owners are responsible for the maintenance of their lots before construction begins. No trash or waste, weeds, woodpiles, or long grass is permitted.

25. 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.

26. Growth and Debris. The owners of each improved lot shall keep said lot, together with all lands lying in road right-of-way between the lot and the traveled portion of all roads that abut the lot, mowed and attractive. No refuse pile, rubbish or unsightly objects shall be allowed to be placed or allowed to remain anywhere thereon; and in the event the owners shall refuse, upon written notification to keep the property free of weeds, underbrush, refuse piles or other unsightly growth or objects, then agents of the maker of these covenants may enter upon said land and remove same at the expense of the owner, and such entry shall not be deemed a trespass.

27. Walls and Fences. No chain link fences or treated lumber fences will be permitted. So long as Developer owns any property in the subdivision, walls or fencing, excluding hedge fences, shall require approval by the Developer prior to construction on an individual basis. 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. A permit must be obtained by the City of Neenah prior to the commencement of a wall or fence.

28. Encroachment. For purposes of these covenants, conditions and restrictions, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this paragraph shall not be construed to permit any portion of a building to encroach upon another lot.

29. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign advertising the property during the construction and/or sales period.

30. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved and restricted as shown on the recorded plat. The easement area of each lot and all improvements on the lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The following uses, structures and activities are prohibited in any easement: filling, grading and excavating; construction or placement of any building or structure; the cultivation of crops, fruits or vegetables; the planting of trees or shrubs; the dumping or depositing of ashes, waste, compost, fill or materials of any kind or nature; and the storage of vehicles, equipment, materials or personal property of any kind or nature.

31. Removal of Dirt. So long as Developer or Builder owns any lot in this subdivision, Developer and Builder reserve the right to direct the disposition of any dirt which is to be removed from any lot in the subdivision.

32. Clotheslines. No clothesline or laundry line of any kind whatsoever shall be located in any outdoor area on any lot unless it is of a temporary (or completely retractable) nature.

33. Severability. Invalidation of any of the conditions, covenants or restrictions, by judgment or court order, shall in no way affect any of the remaining conditions, covenants and restrictions, which shall remain in full force and effect.

34. 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 Sixty Six percent (66%) of the lots in the subdivision, in such form as to allow it to be recorded in the Winnebago County Register of Deeds Office; provided, however, that such modification, change, clarification and/or amendment shall require the written approval, in recordable form, 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 and/or amend any provision of the covenants, conditions and restrictions.

35. 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. Any lot owner may enforce the provisions of this Declaration by proceedings in law or equity against any person violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages or both. The City of Neenah and Winnebago County may enforce the provisions of this Declaration.

36. Relation to Public Regulations. Where the provisions in this Declaration impose greater restrictions than any statute, ordinance or rule, the provisions of this Declaration shall prevail. Where the provisions of any statute, ordinance or rule impose greater restrictions than this Declaration, the provisions of the statute, ordinance or rule shall prevail.

37. 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 often (10) years, unless an instrument terminating or reducing the term is executed in accordance with Section 34 above.

38. Release of Lot 17. Developer acknowledges that a prior Declaration of Covenants, Conditions and Restrictions for Courtside Fields Subdivision was recorded in the Winnebago County Register of Deeds Office as Document No. 1953519 (the "Prior Declaration"), which included Lot 17 within its legal description.

Developer hereby permanently and irrevocably removes and releases Lot 17 from the Prior Declaration, and declares that Lot 17 shall not be subject to, burdened by, or bound to any of the covenants, conditions, restrictions, architectural controls, or obligations set forth in the Prior Declaration. Lot 17 is hereby excluded from the property subject to this Declaration and shall not be subject to this Declaration or any future amendment, modification, restatement, or supplement thereto, unless the owner of Lot 17 expressly executes and records a written instrument subjecting Lot 17 thereto.

IN WITNESS WHEREOF, Developer has hereunto set its hand and seal on the day and year first above written.

[Signature page follows]
[Signature page to Declaration]

Courtside Fields, Inc:

By: _____

Umer Sheikh, Member

ACKNOWLEDGMENT

State of Wisconsin

County of Outagamie

Personally, came before me on February 25, 2026, the above-named Umer Sheikh, Member of Courtside Fields, Inc., who executed the foregoing instrument and acknowledged the same.

JOSHUA J. SCHAEFER NOTARY PUBLIC STATE OF WISCONSIN

_____

Print Name Joshua J. Schaefer

Notary Public, Wisconsin

My Commission Expires 4/21/29

Instrument drafted by: Umer Sheikh

Courtside Fields

Lot 2, Certified Survey Map No. 8270 and Lot 2, Certified Survey Map 8094, Located in part of the Northeast 1/4 of the Southwest 1/4 and part of the Southeast 1/4 of the Southwest 1/4, all in Section 27, Township 20 North, Range 17 East, City of Neenah, Winnebago County, Wisconsin

Surveyor's Certificate

I, Scott R. Andersen, Professional Land Surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Neenah and Winnebago County, and under the direction of Shattuck Neenah, LLC, owners of said land, I have surveyed, divided and mapped Courtside Fields; that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is Lot 2, Certified Survey Map No. 8270 (Doc. 1947343) and Lot 2, Certified Survey Map 8094 (Doc. 1915452), Located in part of the Northeast 1/4 of the Southwest 1/4 and part of the Southeast 1/4 of the Southwest 1/4, all in Section 27, Township 20 North, Range 17 East, City of Neenah, Winnebago County, Wisconsin containing 714,880 Sq Ft (16.4114 Ac) of land. Described land is subject to existing restriction and easement of record.

Given under my hand this 5th day of August, 20 25.

WISCONSIN SCOTT R. ANDERSEN S-3189 LAND SURVEYOR

Scott R. Andersen, Wisconsin Professional Land Surveyor No. S-3189

Owner's Certificate

Shattuck Neenah, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as the property owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, dedicated and mapped as represented on this plat.

Shattuck Neenah, LLC, does further certify this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

City of Neenah
Winnebago County Planning and Zoning Department
Department of Administration

Dated this 22nd day of September, 20 25.

In the presence of: Shattuck Neenah, LLC

By _____

print name _____

Title _____

State of Wisconsin)

Winnebago County) ss

Personally came before me this 22nd day of September, 20 25, the above the property owner(s) to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Charlotte K. Nagel My Commission Expires 10-18-2027
Notary Public, Wisconsin

CHARLOTTE K. NAGEL NOTARY PUBLIC STATE OF WISCONSIN

Utility Easement Provisions

An easement for electric, natural gas, and communications service is hereby granted by

Shattuck Neenah, LLC, Grantor, to:

Wisconsin Electric Power Company and Wisconsin Gas, LLC, Wisconsin corporations doing business as
We Energies, Grantee,
City of Neenah Utilities, Grantee
AT&T Distribution, Grantee
TDS Metrocom, Grantee
and
Time Warner Cable, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees

The grant of easement shall be binding upon and inure to the benefit of the here, successors and assigns of all parties hereto.

Shattuck Neenah, LLC

Managing Member _____ Print Name _____ Date 9/22/2025

Common Council Resolution

Resolved, that the plat of Courtside Fields in the City of Neenah, Winnebago County, is hereby approved by the Common Council on

this 18th day of July, 20 25.

Mayor _____ Print Name Jane B. Lang Date 8-20-2025

Clerk _____ Print Name Charlotte K. Nagel Date 8-20-2025

City of Neenah Planning Commission Approval Certificate

Courtside Fields in the City of Neenah, Winnebago County, is hereby approved by the City of Neenah Planning Commission.

Planning Commission Representative _____ Print Name Brian Schmidt Date 8-20-2025

Treasurer's Certificate

We, being the duly elected, qualified and acting Treasurer's of the City of Neenah and Winnebago County, do hereby certify that in accordance with the records in our office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this plat.

City Treasurer _____ Print Name Vicky Rasmussen Date 9-22-2025

County Treasurer _____ Print Name _____ Date _____

This Final Plat is contained wholly within the property described in the following recorded instruments:

the property owner of record:	Recording Information:	Parcel Number(s):
Shattuck Neenah, LLC	Doc No. 1915690	80303300000 80300750000

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis Stats as provided by s. 236.12, Wis Stats

Certified August 05, 2025

Department of Administration

File: 8059Final.dwg
Date: 07/30/2025
Drafted By: scott
Sheet: 2 of 2

Revision Date: Jul 30, 2025

DAVEL ENGINEERING & ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors
1164 Province Terrace, Menasha, WI 54952
Ph: 920-991-1866
www.davel.pro

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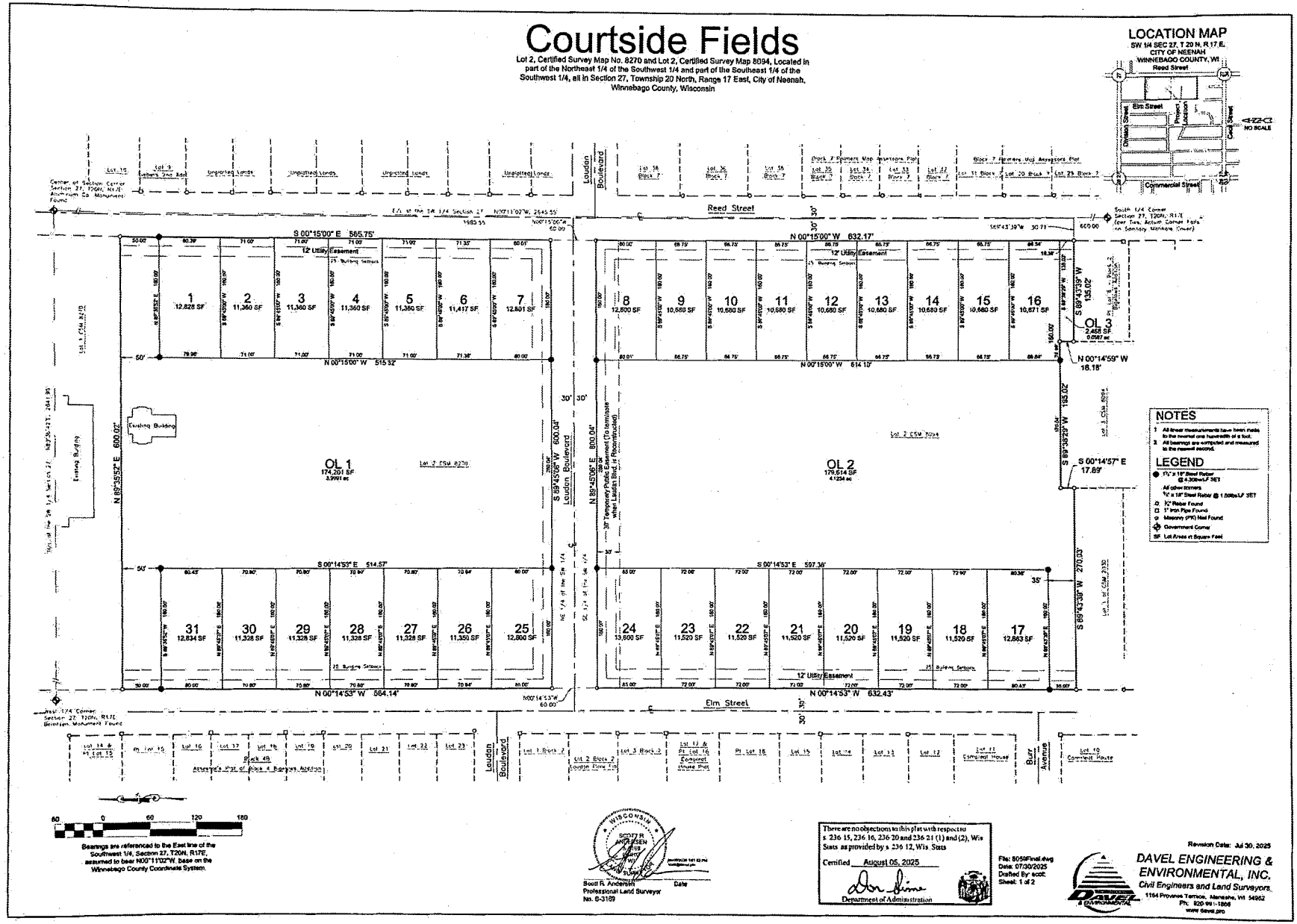
Courtsite Fields

Lot 2, Certified Survey Map No. 8270 and Lot 2, Certified Survey Map 8094, Located in part of the Northeast 1/4 of the Southwest 1/4 and part of the Southeast 1/4 of the Southwest 1/4, all in Section 27, Township 20 North, Range 17 East, City of Neenah, Winnebago County, Wisconsin



Legal Description

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16,18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31 of Courtside Fields, a subdivision in the City of Neenah, Winnebago County, Wisconsin.

2026 Tax Parcel Numbers:

808-0330-01-00 (Lot 1)
808-0330-02-00 (Lot 2)
808-0330-03-00 (Lot 3)
808-0330-04-00 (Lot 4)
808-0330-05-00 (Lot 5)
808-0330-06-00 (Lot 6)
808-0330-07-00 (Lot 7)
809-0075-08-00 (Lot 8)
809-0075-09-00 (Lot 9)
809-0075-10-00 (Lot 10)
809-0075-11-00 (Lot 11)
809-0075-12-00 (Lot 12)
809-0075-13-00 (Lot 13)
809-0075-14-00 (Lot 14)
809-0075-15-00 (Lot 15)
809-0075-16-00 (Lot 16)
809-0075-18-00 (Lot 18)
809-0075-19-00 (Lot 19)
809-0075-20-00 (Lot 20)
809-0075-21-00 (Lot 21)
809-0075-22-00 (Lot 22)
809-0075-23-00 (Lot 23)
809-0075-24-00 (Lot 24)
808-0330-25-00 (Lot 25)
808-0330-26-00 (Lot 26)
808-0330-27-00 (Lot 27)
808-0330-28-00 (Lot 28)
808-0330-29-00 (Lot 29)
808-0330-30-00 (Lot 30)
808-0330-31-00 (Lot 31)

Formerly being Part of 808-0330 and Part of 809-0075