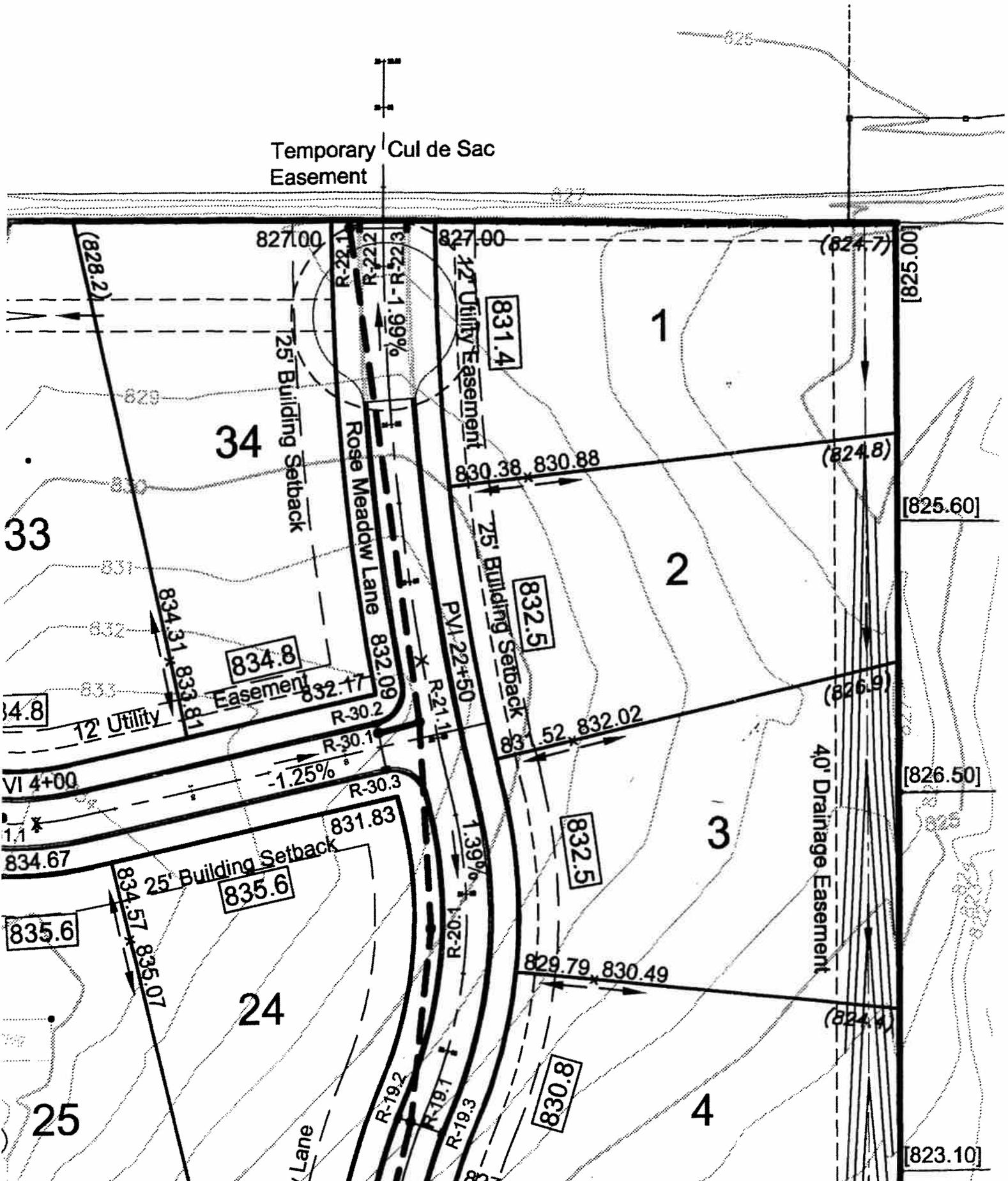
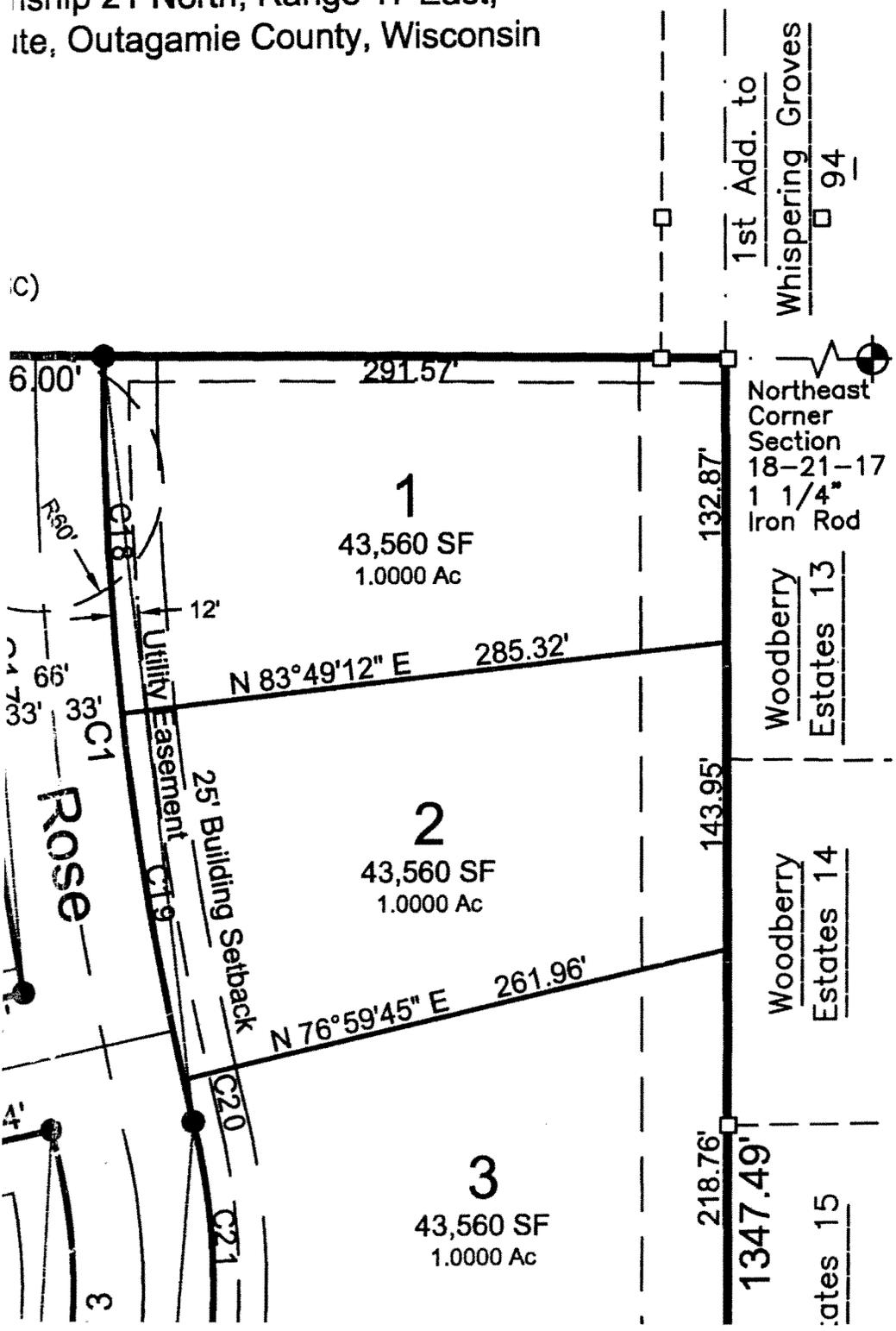


Exhibit I page 1 of 5



farm Estates

West 1/4 of the Northeast 1/4 of Township 21 North, Range 17 East, Section 13, Outagamie County, Wisconsin



Special Town o

This subdivision subdivider, for hi topped streets, g of Supervisors, s determined nece street lighting. Pl withhold building orderly fashion b property owners by each lot withi decorative stree street lighting wi of Grand Chute, regular street lig owners being as

Combined Con

The following pa

Line	Distance	Bearing	Delta X	Delta Y	Delta Z	Angle	Bearing-In	Bearing-Out
C1	1467.00'	N06°42'23"W	362.16'	363.09'	14°10'51"	N13°47'49"W	N 00°23'03" E	
C2	333.00'	S04°31'24"W	209.34'	212.95'	36°38'26"	S13°47'49"E	S 22°50'37" W	
C3	367.00'	N04°31'51"W	337.50'	350.69'	54°44'56"	N31°54'19"W	N 22°50'37" E	
C4	137.00'	S43°58'28"W	265.72'	362.87'	151°45'34"	S31°54'19"E	N 60°08'44" W	
C5	367.00'	N87°31'07"E	392.60'	414.24'	64°40'17"	N55°10'59"E	S 60°08'44" E	
C6	133.00'	N50°47'59"W	255.72'	343.63'	148°02'04"	S55°10'59"W	N 23°13'03" E	
C7	167.00'	S33°31'37"E	279.30'	330.79'	113°29'19"	N89°43'44"E	S 23°13'03" W	
C8	233.00'	S33°31'37"E	389.68'	461.52'	113°29'19"	N89°43'44"E	S 23°13'03" W	
C9	67.00'	N50°47'59"W	128.82'	173.11'	148°02'04"	S55°10'59"W	N 23°13'03" E	
C10	433.00'	N87°31'07"E	463.20'	488.74'	64°40'17"	N55°10'59"E	S 60°08'44" E	
C11	71.00'	S43°58'28"W	137.71'	188.06'	151°45'34"	S31°54'19"E	N 60°08'44" W	
C12	433.00'	N04°31'51"W	398.19'	413.75'	54°44'56"	N31°54'19"W	N 22°50'37" E	
C13	267.00'	S03°08'43"W	180.00'	183.59'	39°23'49"	S16°33'12"E	S 22°50'37" W	
C14	233.00'	N87°23'51"W	118.14'	119.45'	29°22'21"	S77°54'58"W	N 72°42'41" W	
C15	60.00'	N17°17'19"E	66.00'	307.11'	293°15'58"	S50°39'21"W	S 16°04'42" E	
C16	167.00'	N87°23'51"W	84.68'	85.61'	29°22'21"	N17°54'58"W	N 72°42'41" W	
C17	1533.00'	N05°13'25"W	300.61'	301.09'	11°15'12"	N10°51'01"W	N 00°24'10" E	
C18	1467.00'	N02°53'53"W	167.98'	168.07'	6°33'51"	N06°10'48"W	N 00°23'03" E	
C19	1467.00'	N09°35'32"W	174.62'	174.72'	6°49'26"	N13°00'15"W	N 06°10'48" W	
C20	1467.00'	N13°24'02"W	20.30'	20.30'	0°47'34"	N13°47'49"W	N 13°00'15" W	
C21	333.00'	S03°53'15"E	114.61'	115.19'	19°49'07"	S13°47'49"E	S 06°01'19" W	
C22	333.00'	S14°25'58"W	97.42'	97.77'	16°49'18"	S06°01'19"W	S 22°50'37" W	
C23	367.00'	N19°29'20"E	42.95'	42.98'	6°42'34"	N16°08'03"E	N 22°50'37" E	
C24	367.00'	N03°06'29"W	241.90'	246.51'	38°29'05"	N22°21'02"W	N 16°08'03" E	
C25	367.00'	N27°07'40"W	61.13'	61.20'	9°33'17"	N31°54'19"W	N 22°21'02" W	
C26	137.00'	S15°40'23"E	76.59'	77.63'	32°27'51"	S31°54'19"E	S 00°33'32" W	
C27	137.00'	S15°35'34"W	71.07'	71.89'	30°04'02"	S00°33'32"W	S 30°37'35" W	
C28	137.00'	S52°08'31"W	100.49'	102.89'	43°01'53"	S30°37'35"W	S 73°39'28" W	
C29	137.00'	N85°48'25"W	96.11'	98.20'	41°04'13"	S73°39'28"W	N 65°16'19" W	
C30	137.00'	N62°42'32"W	12.25'	12.26'	5°07'35"	N65°16'19"W	N 60°08'44" W	
C31	367.00'	S72°38'24"E	158.80'	160.06'	24°59'20"	S85°08'04"E	S 60°08'45" E	
C32	367.00'	N80°48'47"E	178.22'	180.02'	28°06'17"	N66°45'39"E	S 85°08'04" E	
C33	367.00'	N60°58'19"E	74.03'	74.16'	11°34'40"	N55°10'59"E	N 66°45'39" E	
C34	133.00'	S72°46'27"W	80.39'	81.67'	35°10'57"	S55°10'59"W	N 89°38'05" W	
C35	133.00'	N70°10'56"W	88.58'	90.31'	38°54'18"	N89°38'05"W	N 50°43'47" W	
C36	133.00'	N31°15'32"W	88.66'	90.39'	38°56'30"	N50°43'47"W	N 11°47'17" W	
C37	133.00'	N05°42'53"E	80.00'	81.26'	35°00'20"	N11°47'17"W	N 23°13'03" E	
C38	233.00'	S85°08'52"E	41.61'	41.67'	10°14'48"	N89°43'44"E	S 80°01'29" E	
C39	233.00'	S61°57'47"E	144.48'	146.90'	36°07'24"	S80°01'29"E	S 43°54'04" E	
C40	233.00'	S31°00'04"E	104.03'	104.92'	25°48'00"	S43°54'04"E	S 18°06'04" E	
C41	233.00'	S02°33'29"W	164.41'	168.03'	41°19'07"	S18°06'04"E	S 23°13'03" W	
C42	433.00'	N63°25'48"E	124.22'	124.65'	16°29'39"	N55°10'59"E	N 71°40'38" E	
C43	433.00'	N80°40'57"E	135.55'	136.11'	18°00'37"	N71°40'38"E	N 89°41'15" E	
C44	433.00'	S82°35'16"E	116.40'	116.76'	15°26'59"	N89°41'15"E	S 74°51'47" E	
C45	433.00'	S67°30'15"E	110.92'	111.22'	14°43'02"	S74°51'47"E	S 60°08'44" E	
C46	433.00'	N15°46'38"W	240.56'	243.77'	32°15'21"	N31°54'19"W	N 00°21'02" E	
C47	433.00'	N11°35'50"E	168.90'	169.99'	22°29'35"	N00°21'02"E	N 22°50'37" E	
C48	233.00'	S88°34'20"W	86.17'	86.67'	21°18'43"	S77°54'58"W	N 80°46'19" W	
C49	233.00'	N76°44'30"W	32.75'	32.78'	8°03'38"	N80°46'19"W	N 72°42'41" W	
C50	60.00'	S86°24'20"W	70.11'	74.87'	71°29'59"	S50°39'21"W	N 57°50'40" W	
C51	60.00'	N32°11'58"W	51.94'	53.71'	51°17'24"	N57°50'40"W	N 06°33'17" W	
C52	60.00'	N15°08'44"E	44.37'	45.45'	43°24'00"	N06°33'17"W	N 36°50'44" E	
C53	60.00'	N58°10'58"E	43.66'	44.69'	42°40'28"	N36°50'44"E	N 79°31'12" E	
C54	60.00'	S58°16'45"E	80.61'	88.39'	84°24'06"	N79°31'12"E	S 16°04'42" E	

Line	Bearing	Length
L1	N58°19'03"W	155.51'
L2	N02°45'07"W	227.26'
L3	N15°48'45"W	55.86'
L4	S75°10'00"W	46.59'
L5	S62°58'41"W	23.86'
L6	S54°20'46"W	44.69'
L7	S59°23'10"W	35.79'
L8	S71°53'21"W	27.26'
L9	S80°36'39"W	75.61'
L10	S71°34'16"W	39.26'
L11	S64°09'16"W	43.90'
L12	S57°33'39"W	46.41'
L13	S24°00'10"W	72.73'
L14	S50°15'00"W	78.69'
L15	S25°35'07"W	22.54'
L16	S05°23'08"W	82.10'
L17	S11°28'51"W	38.24'
L18	S23°58'12"W	22.32'
L19	S34°11'52"W	65.53'
L20	S77°09'38"W	62.29'

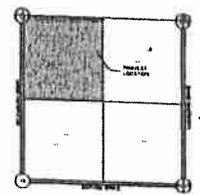
Exhibit I page 3 of 5

Exhibit I page 4 of 5

Preliminary Plat of Century Farm Estates

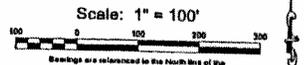
All of the Northwest 1/4 of the Northeast 1/4 of
Section 18, Township 21 North, Range 17 East,
Town of Grand Chute, Outagamie County, Wisconsin

LOCATION MAP
N 14 1/2 Sec 18, T 21 N, R 17 E
OUTAGAMIE COUNTY



SUPPLEMENTARY DATA

Total Area = 1777133 SF 40.7974 acres
 R/W Area = 261426 SF 6.0015 acres
 Plat Area = 1515708 SF 34.7959 acres
 Number of Lots = 24
 Average lot size = 44580 SF
 Linear Feet of street = 2056 LF
 Existing zoning = General Agricultural District
 Proposed zoning = Single Family Residential District
 Approving Authority =
 Town of Grand Chute
 Outagamie County
 Dejecting Authority =
 Department of Administration



Scale: 1" = 100'

Readings are referenced to the North line of the
 Northeast 1/4 of Section 18, T21N, R17E
 Measured to true N89°10'44"W

Basin Town of Grand Chute Residents:

The subdivision Preliminary Plat is subject to all of the requirements of Section 8.18 (2) Municipal Code of the Town of Grand Chute, the subdivision, for itself, for and for its assignor, shall be responsible for all multiple requirements, including ground and base level of areas, proposed road shoulders, curbs and man, such and other improvements as determined necessary by the Town of Grand Chute Board of Supervisors, street lighting and other improvements as determined necessary by the Town of Grand Chute Board of Supervisors, storm sewers as determined necessary by the Town of Grand Chute Board of Supervisors, and other improvements as determined necessary by the Town of Grand Chute Board of Supervisors. The Town of Grand Chute reserves the right to withhold building permits for the subdivision if the above stated improvements and property owners do not pay a notice that a three hundred dollar (\$300.00) liability contribution shall be made by the subdivision or its assignor, for each of the above stated improvements to the Town of Grand Chute Sewer District for sewer services. Furthermore, when decorative site lighting is requested by the owner/submitter, the subdivision or its assignor shall be responsible for the cost of such lighting and decorative site lighting will be assessed annually in property owners within the subdivision area. An annual cost shall be assessed by the Town of Grand Chute, that the Town of Grand Chute's annual interest charge, the Town of Grand Chute shall be responsible only for base and regular street lighting tests in the Town of Grand Chute, with any extra lighting costs as requested by the subdivision or property owners shall be assessed directly to the subdividing property owner.

Combined Convenience Residents:

The following parcels are consolidated for all purposes, including those of assessment, taxation, debts, record and conveyance:
 Parcel 1 shall be deed restricted to Lot 6.
 Parcel 2 shall be deed restricted to Lot 8.

Washing Trail Servant:

Maintenance of washing trail and associated parking lot improvements shall be the responsibility of the CENTURY FARM ESTATES Homeowners Association. The Town of Grand Chute retains the right to perform maintenance or repairs. The cost of the maintenance and repairs shall be equally assessed among the property owners of the subdivision. The purchase of any lot, contract, or order of acquisition and agreement to pay any such assessment, which shall be placed on the lot as a special assessment.

Alumni Reserve Easement:

All lots are in Zone 2 of the Airport Zoning Ordinance for Outagamie County, Outagamie County zoning must be obtained prior to construction for approval.

Surface Water Drainage Easements:

Maintenance of all drainage ways, including easements as delineated on the plat and along side and rear lot lines which convey storm water runoff as indicated on the Drainage Plan, and associated easements within the subdivision or serving the subdivision in the sole responsibility of the property owners of the subdivision, unless noted on the plat. Upon failure of the property owner to perform maintenance of the drainage ways and associated structures, the security dealer/insurer reserves the right to perform maintenance and/or repairs and shall be severely assessed among the property owners of the subdivision with a priority assessment.

Access Easements:

Access Easements shown on the plat are hereby restricted to that not exceed, possession, use, drainage, or other person may have any right of direct vehicular ingress from or egress to the subdivision or any portion thereof. The subdivision or its assignor shall be responsible for the maintenance and repair of the easements. Any access shall be shown only by special exception. Any access shown by special exception shall be conditioned and granted only through the ordinary permitting process and all parties are responsible.

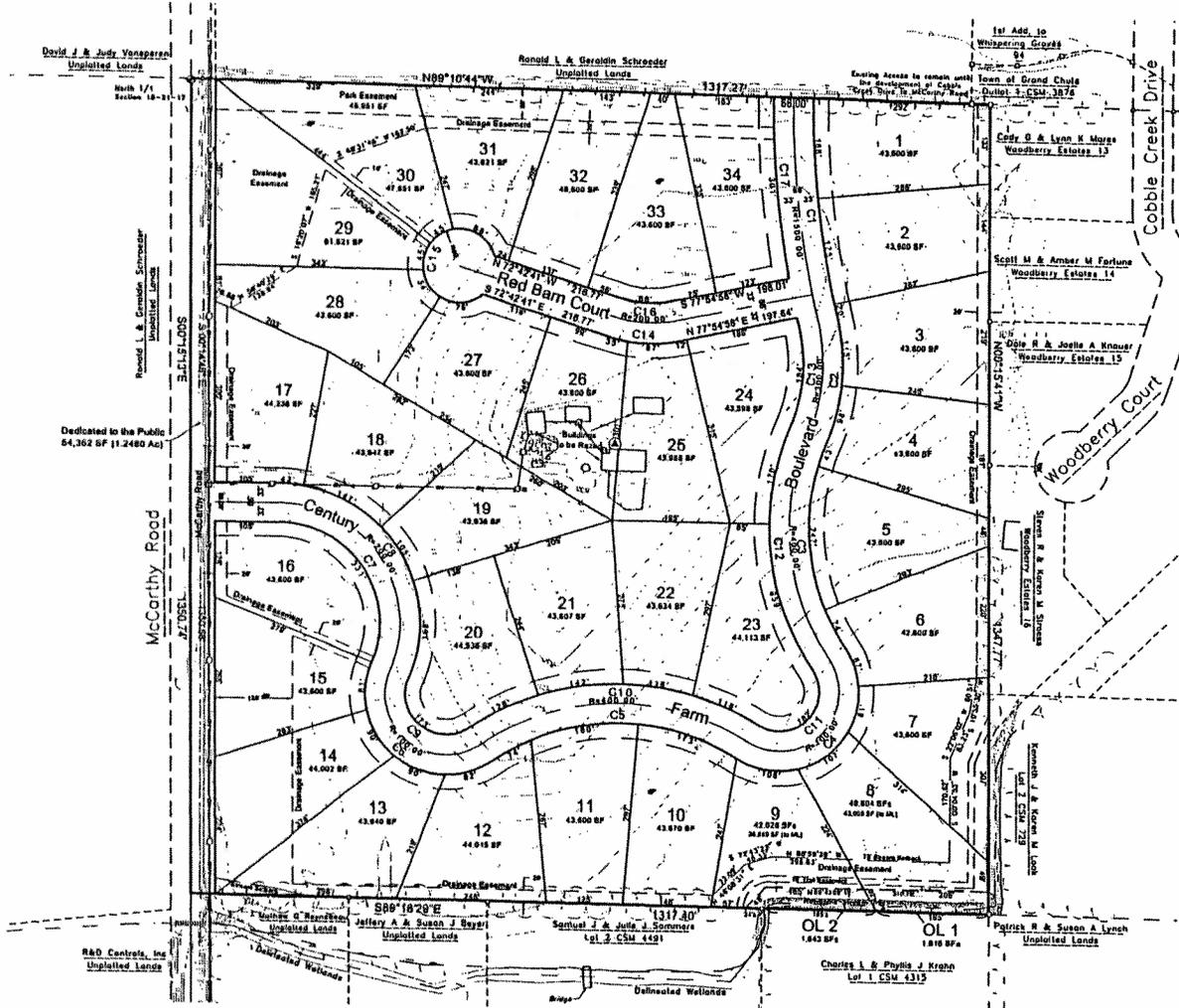
Surveyor's Certificate:

I, William F. Heiser, registered land surveyor, hereby certify that in full compliance with the provisions of Chapter A-27 of the Wisconsin Administrative Code, and under the direction and control of Century Farm Estates, LLC, that this plat is correct to the best of my knowledge and belief, and that this land is located in all of the Northeast 1/4 of the Northeast 1/4 of Section 18, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 1,717,133 SqFt (40.7974 Acres) of land and described as follows:

Beginning at the North 1/4 corner of said Section 18; thence along the North line of said Section 18, 800°10'44"W, 1217.32 feet to the East line of said Northeast 1/4; thence along said East line, S00°18'10"W, 1347.77 feet to the South line of said Northeast 1/4; thence along said South line, N88°10'29"W, 1347.40 feet, to the West line of said Northeast 1/4; thence along said West line, N90°10'13"W, 1250.74 feet to the point of beginning, subject to all easements and restrictions of record.
 Given under my hand this _____ day of _____, 2008.

William F. Heiser, Wisconsin Registered Land Surveyor No. 6, 5347

Curve	Station	Length	Chord	Area	Perimeter	Radius	Center
C1	113.00	113.00	113.00	0.00	113.00	113.00	113.00
C2	113.00	113.00	113.00	0.00	113.00	113.00	113.00
C3	113.00	113.00	113.00	0.00	113.00	113.00	113.00
C4	113.00	113.00	113.00	0.00	113.00	113.00	113.00
C5	113.00	113.00	113.00	0.00	113.00	113.00	113.00
C6	113.00	113.00	113.00	0.00	113.00	113.00	113.00
C7	113.00	113.00	113.00	0.00	113.00	113.00	113.00
C8	113.00	113.00	113.00	0.00	113.00	113.00	113.00
C9	113.00	113.00	113.00	0.00	113.00	113.00	113.00
C10	113.00	113.00	113.00	0.00	113.00	113.00	113.00
C11	113.00	113.00	113.00	0.00	113.00	113.00	113.00
C12	113.00	113.00	113.00	0.00	113.00	113.00	113.00
C13	113.00	113.00	113.00	0.00	113.00	113.00	113.00
C14	113.00	113.00	113.00	0.00	113.00	113.00	113.00
C15	113.00	113.00	113.00	0.00	113.00	113.00	113.00
C16	113.00	113.00	113.00	0.00	113.00	113.00	113.00
C17	113.00	113.00	113.00	0.00	113.00	113.00	113.00



David J. & Judy Vonespera
 Unplatted Lands

Dedicated to the Public
 54,362 SF (1.2480 Ac)

R&D Controls, Inc
 Unplatted Lands

Peak Easement
 48,851 SF

Drainage Easement
 47,851 SF

Unplatted Lands
 Ronald L. & Geraldine Schroeder

Unplatted Lands
 Peak Easement
 48,851 SF

Exhibit II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CENTURY FARM ESTATES, LLC

THIS DECLARATION is made as of this 15TH day of SEPTEMBER, 2005, by CENTURY FARM ESTATES, LLC, a Wisconsin limited liability company (herein the "DEVELOPER").

RECITALS

- A. The Developer is the owner of certain real property (the "Land") located in the Town of Grand Chute, Outagamie County, Wisconsin, more specifically described on Exhibit "A" as attached hereto.
- B. Developer intends to develop the Land as a residential subdivision containing approximately forty (40) acres known as "Century Farm Estates" (the "Subdivision").

DECLARATION

NOW, THEREFORE, Developer hereby declares that the Land (except for dedicated streets and utilities and any dedicated green space which may be owned by the Association or any other related entity or the Applicable Municipality) shall be used, held, leased, transferred, sold, and conveyed subject to the covenants, conditions, restrictions, reservations, and easements hereinafter set forth which shall inure to the benefit of and shall pass with each Lot as covenants running with the Land and shall apply to and bind all successors in interest, users, and owners.

ARTICLE I

- 1.01 General Purpose. The general purpose of this Declaration is to help assure that the Subdivision will become and remain a premier residential area and, in furtherance of such purpose, to preserve and maintain high aesthetic standards for all improvements, as well as the natural beauty of open spaces; to help assure the best use and most appropriate development and improvement of each Lot; to protect owners of Lots against use of surrounding Lots which may detract from the residential value or enjoyment of their property; to guard against the erection or maintenance of garish or poorly designed or proportioned structures; to obtain a harmonious and aesthetically pleasing blend of material, structures, and color schemes; to insure a residential development of the Subdivision consistent with high architectural standards and the purposes for which each such Lot is platted; to encourage and secure the erection of attractive residential structures with appropriate locations on the Lots; to prevent installation of improvements which may adversely affect the harmonious appearance of a Lot or surrounding area; to ensure a proper and consistent set-back of structures and buildings for pleasing appearance and to secure and maintain a proper spatial relationship of buildings, structures, and other improvements; and to otherwise secure mutual enjoyment of benefits for owners and occupants of residential property within the Subdivision.

1.02 Definitions.

"Developer" shall mean CENTURY FARM ESTATES, LLC, as well as any Successor-Developer. Further, the Developer shall be permitted to assign, without consent of any third party, any rights which it may have under this Declaration to the Association or any committee of the Association.

"Successor-Developer" shall mean any person, corporation, partnership or other entity to which Developer expressly assigns or otherwise transfers its rights and obligations hereunder, or any successor to the Developer by operation of law.

"Applicable Municipality" shall mean that municipal entity in which the subject land is located. For the purpose of this Declaration the Applicable Municipality shall be the Town of Grand Chute.

"Association" shall mean the Century Farm Estates Homeowners Association, Inc. a Wisconsin non-stock corporation.

"Subdivision" shall mean the lands described on the attached Exhibit "A".

"Family" shall mean one or more persons related by bond, marriage or adoption who are living, sleeping, cooking and eating on the premises as a single housekeeping unit and shall exclude any person or groups of persons where three or more are not so related or engaged as household employees.

"Home" shall mean a residential building designed and used as a dwelling for one family (which shall not include any attached garages).

"Lot" shall mean a platted lot within the Subdivision identifiable by reference to a name and lot number, and which has been expressly made subject to this Declaration.

"Lot Owner", "Lot Owners" or "Co-Owners" shall mean the holder(s) of a legal or equitable ownership interest in fee simple record title to a Lot, regardless of the type of tenancy or estate and shall include land contract vendees and vendors, but shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.

"County" shall mean the County of Outagamie, Wisconsin.

"Town" shall mean the Town of Grand Chute, municipal subdivision of Outagamie County, Wisconsin.

"Property" shall include a Lot and all improvements thereon.

"Section" shall mean all those provisions within numbered headings of the Declaration.

"Structure and Improvement" shall be synonymous and shall mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: building, outbuilding, shed, booth, garage, car-port, parking areas or aboveground storage facility; refuse areas; tent; exterior lighting or electric fixture, antennae, tower, pole or bug control device; dish or other device, free-standing or attached, for the transmission or reception of electronic signals; fence, retaining or other wall foundation or aboveground or in ground swimming pool; plantings; driveway, sidewalk or walkway, roads or trails; pet kennels or run line; balconies, exterior stairways, screened or other type of porch, patio, decks or gazebo, the tree house or other exterior play equipment, landscaping materials or structures, berms and swales; and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing not located entirely within the exterior perimeter walls of the single family building constructed on the Lot. Use of the phrase "structure or improvement" or any other use of such words shall not imply different meanings for such terms.

"Common Area" shall mean all real property owned jointly by the Owner, the Owners, and/or the Applicable Municipality (the Owner or Owners of each Lot to hold an equal undivided fractional interest therein and maintained by the Association for the common use and enjoyment of the Owners as may be shown on the Subdivision map, and any other plot of land designated as "Common Area" or "green space").

- 1.03 **Owners' Nonexclusive Easements: Association Rights.** Every Owner has a nonexclusive easement of use, enjoyment, ingress, egress and support in, to and throughout any Common Area and any Improvements or facilities on or within the Common Area. Each such nonexclusive easement shall be appurtenant to the respective Lot and shall pass with the title to the Lot. The above notwithstanding, nonexclusive easements shall be subject to the covenants, conditions, and restrictions of this Declaration, as well as all applicable municipal ordinances for that portion of the Common Area owned by the Applicable Municipality.
- 1.04 **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shed, garage or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.
- 1.05 **Single Family Use And General Restrictions.**
- A. Each Lot shall be used solely for residential purposes by one Family. The term "residential purposes" shall include only those activities necessary for or normally associated with limited recreation. Special permission shall be required from the Developer or the Association (pursuant to the terms of Section 2.07(A) herein) for any business activities that may be conducted in or from any home if confined solely to unobtrusive transactions. The granting or withholding of such permission shall be in the sole unfettered discretion of the Developer or the Association.

- B. Only one Home may be constructed on each Lot and no garage, tent or other improvement (except for the Home) shall be used for temporary or permanent living or sleeping for family or guests.
- C. Each Lot and all front, side and rear yards shall be maintained by the Lot Owner so as to be neat in appearance when viewed from any street or other Lot and, if not properly maintained, the Developer may perform yard maintenance and charge the costs thereof to the Lot Owner and levy an assessment against the Lot with respect thereto.
- D. Specific Lots may be subject to floodplain, wetland, conservancy or environmental corridor restrictions.
- E. No Lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any Home or Lot nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.

1.06 **Restrictions on Use of Recreational Vehicles.**

- A. Recreational vehicles (which shall include snowmobiles, ice shanties, boats or other watercraft, trail bikes, travel trailers, horse trailers, and vans, motor homes and dune buggies, and other off-street motorized vehicles of any kind) shall not be parked, kept or stored on any Lot outside an enclosed garage, except for temporary storage for loading and unloading purposes for a period of not more than 48 hours. Such recreational vehicles shall also not be used on or operated on any Lot or otherwise within the Subdivision, except on dedicated streets in accordance with applicable traffic laws.
- B. Developer and the Association may operate necessary vehicles for maintenance and supervision.

- 1.07 **Animals and Pets.** No livestock, poultry, reptile or other animal of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other normal household pets (as may be approved by the Developer or the Association from time to time as determined under Section 2.07(A) herein) may be kept so long as not kept, bred or maintained for any commercial purposes or in an unreasonable number of dogs or cats (no more than two (2) dogs and/or cats permitted per Lot) or manner, or which may be contrary to applicable law. The right of any Lot Owner to keep such a pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner and is not allowed to run at large. Each Owner shall be liable to each and all other Owners, their guests, licensees, invitees, lessees and tenants for any unreasonable noise or damage to persons or property caused by any

animal brought or kept within or upon any portion of the Project by such Owner or his guests, licensees, invitees, lessees and tenants, and it shall be the absolute duty and responsibility of such Owner to remove any waste deposited by any such animal upon any portion of the Project. No outside kennels are allowed.

- 1.08 **Fences.** No fences, ornamental screens, awnings, walls, hedges or other landscaping shall be erected or permitted upon any Lot except those constructed in accordance with final plans approved by the Developer or the Association (pursuant to the terms of Section 2.07(A) herein). No chain-link fences will be allowed.
- 1.09 **Miscellaneous Outside Storage and Structures.** All trash, debris, rubbish and refuse must be collected and stored inside a closed building, or inside a utility or service enclosure constructed so as not to be visible from neighboring property and must be regularly removed from each Lot. All areas for utility and service activity and equipment, including wood storage, mechanical equipment, laundry, clotheslines, and yard and garden care equipment shall be screened so as not to be visible from neighboring property. A screen plan depicting the screening of all items required to be screened hereby and showing the proposed location, dimension, materials and exterior color scheme (including color samples) for all such screening, shall be included in the building plans presented to the Developer or the Association (pursuant to the terms of Section 2.07(A) herein).
- 1.10 **Environmental Areas.** No removal of vegetation, altering of natural terrain or construction of improvements shall occur within any wetlands, flood plains or environmental corridors. All other activities therein shall be in compliance with all applicable laws and ordinances.

ARTICLE II

- 2.01 **Ponds.** There shall be no fishing, swimming or wading within or any floating or other navigation upon any ponds or storm water detention/retention facilities located within or adjacent to the Subdivision. Exceptions may be made for necessary maintenance.
- 2.02 **Prohibited Homes.** No Home shall consist of and there shall not be permitted upon any Lot any of the following:
- (1) any dwelling unit, a substantial portion of which was fabricated and assembled off-site, including without limitation, any mobile home, manufactured home or dwelling unit constructed or fabricated at one location with intention for occupancy at another location;
 - (2) any other dwelling unit which is constructed or located outside the subdivision and hereafter sought to be moved onto the Subdivision;
 - (3) any Bi-level home, Tri-level home, Quad-level home or log home; or
 - (4) any berm home or earth home.

2.03 Construction of Improvements: Minimum Living Area: Garages: and Height Requirements.

- A. Each Home shall have a minimum living area (exclusive of basement, attic, porches, patios and storage areas):
 - 1. of not less than 2,000 square feet for a one-story home;
 - 2. of not less than 3,000 square feet for a one and one-half or two-story home.
- B. Each Home shall have a basement with a finished floor area (exclusive of any crawl space) of not less than 60% of the area of the first floor.
- C. No Home shall exceed two stories (excluding the basement).
- D. The roofs shall be pitched to rise at least seven inches vertically for each twelve horizontal inches.
- E. An attached enclosed garage (to accommodate at least three automobiles) shall be constructed at the time of construction of the Home and all exterior portions of such garage shall be completed prior to occupancy of the Home. It is preferred that all garages shall be side loaded so that the garage doors are not visible from the street based lot line. However the terrain may require an alternate solution. If additional garage space is needed an extra separate building may be constructed if it is joined to the main home dwelling with a breezeway. All of these plans must be presented for approval by the Developer or the Association before construction (pursuant to the terms of Section 2.07(A) herein).
- F. All one and one-half and two-story homes shall have a first story minimum living area of not less than 1,700 square feet.
- G. The construction of a detached outbuilding will only be allowed on Lots 1-13 and 30-34 subject to the consent and approval of the Developer. The Developer shall have the sole and-exclusive right to grant approval for the construction of an outbuilding on any of the foregoing Lots. Any outbuilding must be of permanent nature and its appearance shall be identical to that of the Home located on the Lot. The construction of an outbuilding shall comply with all of the requirements of this Declaration and any other additional requirements that may be imposed by the Developer.

2.04 Suitability.

- A. Developer makes no representation or warranty whatsoever, express or implied, regarding the physical condition of any Lot. Developer recommends that prospective buyers have their Lot inspected and tested by a qualified Professional regarding subsurface conditions or any other matter which may be of concern.
- B. Developer discloses that a portion of certain Lots may contain wetlands, floodplains, environmental corridors or other sensitive areas subject to laws and regulations further restricting use.

2.05 Location and Set-Back.

- A. All structures or improvements including eaves, steps, overhangs and attached porches, patios and other appurtenances shall be located in conformance with applicable zoning and building codes. Each corner Lot shall be determined by the Developer to have one rear line, one side Lot line, one front Lot line and a side street based on the proposed orientation of the Home and other improvements.
- B. Notwithstanding the set-back requirement specified above, the orientation and precise location of each Home and garage, as well as all other improvements on the Lot, must be approved in writing by the Developer prior to any construction; it being intended that the Developer may, in its discretion, impose greater set-back requirements than those specified above in order to achieve or maintain the aesthetic appearance for the Subdivision or any portions thereof which the Developer deems advisable. Additionally, the approval of the exact location of the Home by the Developer may be for the purpose of ensuring a proper and consistent set-back of structures and buildings. Location of building sites will be indicated on each plan.
- C. Subject to the terms of Article I of this Declaration, the Developer may permit improvements (other than the Home and garage) to be constructed, installed and located within the set-back areas described above; provided such permission is in writing to be effective, and it is in the sole unfettered discretion of the Developer, and can only be granted after notice to all adjoining and adjacent Lot owners advising them of the proposed improvements and affording them an opportunity to be heard with respect to the proposed improvement.
- D. Each Lot Owner acknowledges and agrees that notwithstanding the reviews and approvals made or required under this Declaration, each Lot Owner has the responsibility for selecting and hiring its own architect or other design professional, construction contractor, subcontractors, material suppliers, inspection professionals and parties associated with the design and construction of the applicable Home, and the Developer has no responsibility whatsoever for such parties or for the quality or

suitability of any design, materials, workmanship or foundation location, it being understood that the function of the Developer pursuant to the reviews and approvals required hereunder is solely to attempt to ensure compliance with the covenants and restrictions in this Declaration and the intent thereof, and that no Lot Owner shall be entitled to rely upon any such reviews or approvals other than as expressly provided under Section 2.07(G).

2.06 **Architectural Styles and Building Materials.** Traditional styles are encouraged. Modern styles may be restricted. Natural materials such as timbers, fieldstone and brick are encouraged for the exterior of buildings. Minimum roof pitch as stated in Section 2.03(D) will be required. Pursuant to Section 2.03(E), garage doors should be placed on side elevation of Homes. Minimal use of aluminum or vinyl siding may be accepted, if, in the opinion of the Developer, it does not detract from the architectural appearance of the Home. Roofing must be architectural type; slate, tile, textured fiberglass or asphalt shingle or fireproof wood shakers. Fiberglass shingles shall be two hundred, twenty (220) pound weight or greater. Standard three-in-one shingles are not permitted. All chimneys shall be constructed of stone, brick or other masonry materials unless otherwise approved by the Developer in writing.

100% of the front exterior of a single story home shall be constructed of stone, brick or other masonry materials including stucco. No less than 40% of the front exterior of any one and one-half or two-story home shall be constructed of stone, brick or other masonry materials including stucco.

All one-story homes must have a minimum of 10 foot ceilings in the entry being visible from the street on which the home is located.

2.07 **Architectural Control.**

A. The Developer shall have sole and exclusive right to grant approvals, enforce and determine compliance with the standards and restrictions established herein, and to grant variances therefrom, as set forth in this Declaration. Unless stated specifically to the contrary herein, the Developer shall retain such right and authority until Developer no longer holds title to any Lot in the Subdivision, which authority shall then transfer to the Association.

B. No Home, garage or other structure or improvement of any kind shall be installed, erected, constructed or placed on any Lot (or altered or changed with respect to layout, location or exterior design, appearance, elevation, color or material composition) without (1) prior submission of detailed plans and specifications to the Developer for its review; and (2) acquisition of prior written approval by the Developer with respect thereto. Plans to be considered appropriate for review by the Developer must include the following (unless the Developer advises a Lot Owner in

writing to the contrary): construction drawings, plans and specifications (prepared by a qualified home designer or architect if the improvement involves construction of a Home, garage, or addition or change to either) showing dimensions, composition and color of exterior materials and equipment, if any; and a plot plan showing the location of the improvement with respect to set-backs from Lot lines and other buildings and improvements, finish grade elevations, topography, drives, existing plantings and other data pertinent to such review by the Developer as it may reasonably request. The Developer may deny or withhold approval of any proposed improvement based upon any one or more of the following factors: In the Developers sole unfettered judgment, any one or more of the general purposes specified in Section 1.01 will not be satisfied; material composition and quality; existing design and appearance and color; coordination with other existing or contemplated improvements; location with respect to topography and existing surroundings; set-backs; finished grade elevations; access; drainage or landscaping; and general aesthetics. ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENT TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON THE LOT WITHOUT PROPER WRITTEN APPROVAL OF THE DEVELOPER OR THE ASSOCIATION SHALL BE REQUIRED TO REMOVE SUCH IMPROVEMENT (OR RESTORE SUCH ALTERATION) IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE. ALL LOT OWNERS ACKNOWLEDGE THE REASONABLENESS OF THIS PROVISION AND AGREE NOT TO CHALLENGE SAME, IN ANY FORUM, SUBSEQUENT TO BECOMING A LOT OWNER. Without intending to limit the generality of the foregoing, it is intended that the exterior color or appearance of any portion of a Home, garage or other improvement may not be changed in any significant respect without the prior written approval of the Developer.

- C. Construction of all Homes shall be in conformance with the established grade.
- D. Upon approval by the Developer of plans for a proposed improvement and upon receipt of the Applicable Municipality and other government approvals or permits, constructions or installation of the improvement may commence and once commenced, shall be substantially completed within eighteen (18) months following either acquisition of Developer approval or issuance of any required building permit by the relevant Towns or City, whichever is later. The exterior finish, including installation of all doors and windows shall be substantially completed within twelve (12) months of issuance of a building permit for the Home. The Developer may, in its discretion, extend such completion deadline in the event the delay has been caused by factors beyond control of the Lot Owner and his/her contractors. For its own benefit to ensure compliance, the Developer may, at its discretion, require performance bonds from the contractors responsible for construction of the improvement. The term "substantial completion" shall mean issuance of any occupancy permit for the Home by the Applicable Municipality.

- E. At all times prior to issuance of a building permit, the Lot owner shall have the weeds and brush mowed so foliage does not exceed one foot in height.
- F. In the event the Developer fails to act upon proposed plans within sixty (60) days following written acknowledgment by the Developer that it has received such plans and that the Developer has not issued to the Lot Owner a written notice stating that said plans are not adequate for purposes of its review (including the specific deficiencies of such plans) or in the event no suit to enjoin the erection, installation or change of the improvement or to require removal thereof has been commenced within one (1) year following final completion thereof, no right shall exist to thereafter enforce these restrictions insofar as approval by the Developer is required as to such particular matter. In the event that a notice of deficiency has been issued regarding such plans the Lot Owner shall promptly rectify such deficiency and the sixty (60) day period described above shall commence on the date that the Developer receives such revised plans and acknowledges that they are adequate for the purpose of its review of same.
- G. Any approval or permission of the Developer under this Section, to be binding or effective, MUST BE IN WRITING signed by an authorized representative. No oral statements, representations or approvals of the Developer or any of its members or agents shall be binding on the Developer under any circumstances, regardless of any reliance thereon by any Lot Owner.

2.08 Landscaping, Grading, and Drainage.

- A. Landscaping plans, including mature shrubbery, must be submitted for approval in conjunction with building plans.
- B. All landscaping shall be performed in accordance with the plan approved by the Developer and shall be completed within twelve (12) months following the issuance of the occupancy permit for the Home. For its own benefit to be sure of compliance, the Developer may, at its discretion, require performance bonds from the applicable contractors.

- C. All grading and excavation activities shall be conducted in conformance with the applicable ordinances and regulations of the Applicable Municipality as well as the then most current version of the Wisconsin Construction Site Handbook, published by the Wisconsin Department of Commerce (f/k/a Wisconsin Department of Natural Resources). Except as may be expressly approved in writing by the Developer prior to the commencement of any work, there shall be no grading, excavation, cut or fill or other alterations to the surface of any portion of the Lot (together "Surface Alterations"). All Surface Alterations shall be conducted in conformance with the master grading plan for the Subdivision (on file with the Town of Grand Chute or the Developer). No Surface Alterations shall be conducted in a manner which causes erosion or instability of soils within an adjacent Lot or alters the patterns of storm and surface water drainage in a manner which has a material adverse effect on another Lot. The Owner proposing the work shall have the burden of demonstrating conformance with the foregoing. No consent shall be deemed given hereunder except in reference to a detailed grading plan specifically disclosing all aspects of the work for which approval is requested.
- D. No fence, wall, hedge, or screen planting shall be installed unless in accordance with landscaping or other plans approved in advanced by the Developer under Section 2.07. Subject to the terms of Section 1.08 herein, fencing will be discouraged other than for protection of swimming pools. No swimming pools shall be installed above the surface grade.
- E. Front yards, including side yards on common Lot lines, shall be maintained as clipped lawns and only back and side yards of wooded Lots may be left natural, subject to approval by the Developer.
- 2.09 **Driveway**. Each Lot shall be improved by the Lot Owner with an asphalt, brick or concrete driveway extending from the street to the garage within six (6) months following issuance of an occupancy permit of the Home. During the construction of the Home the driveway must be graveled. A plat plan showing the location of the driveway shall be submitted to the Developer for its prior approval under Section 2.07 above.
- 2.10 **Construction Materials - Storage**. No building or construction materials shall be stored on any Lot outside of the Home or garage, other than during periods of actual construction or remodeling and then only for as long as may be necessary. Excess excavated materials shall not be stored on any Lot during or after construction without the prior approval of the Developer, unless required for back filling, finish grading or landscaping.

ARTICLE III

3.01 Wires, Antenna and Solar Panels.

- A. All utility lines and wiring for gas, electric, telephone and cable television service to a Home, garage or other improvement shall be installed underground, unless otherwise permitted by the Developer in writing prior to installation.
- B. No roof-top, tower mounted or other external antenna or satellite dish for television or radio reception or transmission, or for other electronic transmission or reception or solar heating panels shall be erected or used without prior approval of the Developer or the Association, which approval may be denied in the Developer's sole and unfettered discretion.

3.02 Signs and Mailboxes.

- A. No sign or banner of any kind shall be placed or displayed to public view on any Lot except (1) one sign of not more than six square feet advertising the Property for sale; and (2) one standard sign (showing the Lot Owner's name) as may be approved by the Developer for uniform use in terms of size, appearance and location of each Lot in the Subdivision. Temporary display of holiday decorations, American Flags and celebration banners excepted.
- B. No mailbox or other delivery receptacle shall be installed unless location size, materials and appearance are approved in writing by the Developer in accordance with Section 2.07. All mailboxes must have a traditional appearance and be submitted to Developer for approval before installation.

3.03 Reservations by Developer or Right to Grant Easements. Developer hereby reserves the right to grant, convey or establish easements to any Applicable Municipality and or to any public or private utility company upon, over, through or across those portions of any Lot in the Subdivision within a reasonable distance from any Lot line for the purposes of allowing the provision of gas, electric, water, sewer, cable television or other service to any Lot(s) or through any portions of the Subdivision or for purposes of facilitating drainage of storm or surface water within or through the Subdivision. Such easements may be granted by the Developer, in its own name and without the consent or approval of any Lot Owner, until such time as the Developer has conveyed legal title to all Lots platted or to be platted in the Subdivision.

3.04 Severance. The invalidity or unenforceability of any terms conditions or provisions of this Declaration shall in no way affect the validity or enforceability of any other term, condition or provision of this Declaration, all of which shall remain in full force and effect.

- 3.05 **Covenants Run With Land.** All Lots in the Subdivision are made subject to the Covenants, Conditions and Restrictions of this Declaration (and as may be amended) which shall run with the land.
- 3.06 **Amendments to Declaration.** This Declaration may be amended only by recording in the office of the Register of Deeds for Outagamie County, Wisconsin, a document to that effect signed by the Owners of at least 75% of all Lots in the Subdivision and their mortgagees, with all signatures duly notarized.
- 3.07 **Term of Declaration.** This Declaration (and any amendments) shall be binding for a period of twenty (20) years (from the date the Declaration is recorded) upon all Lot Owners and any other persons claiming under or through the Developer. Upon the expiration date of such initial twenty (20) year period, this Declaration shall be automatically renewed for a successive period of ten (10) years and thereafter for successive periods of ten (10) years upon the expiration date of the prior renewal period, unless there is a recorded instrument, (executed by the Owners of at least 75% of all Lots in the Subdivision and their mortgagees) terminating this Declaration, in which event this Declaration shall terminate upon the recording of such instrument of termination or expiration upon the recording of the initial twenty (20) year term, whichever occurs later.
- 3.08 **Disclaimer.** Notwithstanding any other provision(s) of this Declaration, Developer is under no obligation to any Lot Owner to develop or plat at any time any portion(s) of the Subdivision not already platted as of the date of the recording of this Declaration.
- 3.09 **Enforcement.**
- A. Upon the violation of any one or all of any provisions of this Declaration, the Developer [or the Association based upon the terms of Section 2.07(A)] shall have the sole and exclusive right to proceed at law or in equity against the person or persons violating or attempting to violate the covenants, conditions and restrictions and shall be entitled to both equitable and legal relief, including reasonable attorney fees. Any failure of such enforcement shall not be deemed a waiver of the right to do so or the acquiescence of any violation, subsequent or otherwise.
- B. The Developer and the Association shall each 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 and the Association in the enforcement of the provisions of the Declaration with respect to such Lot, and the cost of consultants and actual attorneys' fees, and whether or not litigation is commenced with respect thereto. The Developer and the Association 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 the Developer and the Association 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. Any assessments not paid when due shall bear interest at 12% 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 was 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 or construction mortgage. The assessment and interest thereon shall further be the personal obligation of the applicable Lot Owner.

C. In the event of a default under Section 2.07(E) hereof for any reason, the Developer or Association Board may give a ten (10) day written notice to the Lot Owner. If the Lot Owner does not comply with Section 2.07(E) within ten (10) days of receipt of the notice, then the Developer and/or Association Board shall have the option to have the weeds, grass and/or brush mowed and to charge the cost of performing the same against the Lot as an assessment and such assessment shall constitute a continuing lien against the real estate until paid in full. The assessment shall be the personal obligation of the Lot Owner.

D. Each remedy set forth in this Declaration shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Developer to exercise any such right or remedy for any violation (including, without limitations of [Section 2.07(D) or (E)]) shall not be a waiver of such right or remedy under any circumstances unless a written waiver is obtained from the Developer.

3.10 **No Liability.** All decisions of the Developer or the Association Board or its assigns on any matter (including, without limitation, decisions under Section 2.07) shall be enforceable against any Lot Owner if made in good faith exercises of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this Declaration. Any Lot Owner or other person seeking to avoid, set aside or challenge any such decision of the Developer or the Association Board shall have the burden of proof to establish that such standards were not met at the time the decision was made.

ARTICLE IV

4.01 **Waiver of Immunity.** In furtherance and not in limitation of any of the terms of this Declaration, the Developer intends that this Declaration shall be and remain at all times until expiration hereof, fully enforceable against all Lots and any person, entity, trust, organization, government unit or sovereign nation which may become a Lot Owner. Accordingly, any such person, entity, trust, organization, government unit or sovereign nation which becomes a Lot Owner, whether by virtue of conveyance, operation of the law or

otherwise, shall be conclusively deemed to have waived any and all defenses to and immunity from enforcement of this Declaration based upon the legal or ethnic status of such Lot Owner, including without limitation sovereign immunity, this Declaration serving as full and adequate public notice of said waiver. Said Waiver shall apply to the terms, covenants, conditions, restrictions and encumbrances established in easements or encumbrances expressly permitted hereunder, including without limitation (i) the liens for assessment under Section 3.09(B), (ii) the easements under Section 3.03 and (iii) the right of repurchase under Section 3.09(C).

4.02 **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 or approved in writing by the Developer. This Declaration shall be interpreted and construed in accordance with the laws of the State of Wisconsin.

4.03 **Creation of the Association.** Concurrently with the recording of this Declaration, the Developer has or will create the Association as a non-stock Wisconsin corporation. The Association shall have the power to:

- A. Adopt budgets for revenues, expenditures, and reserves and levy and collect assessments and associated interest and penalties for common expenses from lot owners, which assessment shall become a lien on the lot if not paid.
- B. Employ and dismiss employees and agents.
- C. Sue on behalf of all Lot Owners.
- D. Exercise any other power conferred by instruments or bylaws.
- E. Make contracts and incur liabilities.
- F. Regulate and impose charges for the use of common elements.
- G. Cause additional improvements to be made as a part of the common elements.
- H. Acquire, hold, encumber, and convey any right, title, or interest in or to real Property.
- I. Grant easements through or over common elements.
- J. Receive any income derived from payments, fees, or charges for the use, rental, or operation of the common elements.

K. Grant or withhold approval of any action by a Lot Owner or other person which would change the exterior appearance of the Lot Owner's Improvements.

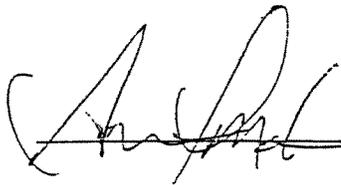
4.04 Approval of the Bylaws of the Association. The Developer shall approve in writing the Bylaws of the Association before said bylaws become effective.

4.05 Membership of the Association. By acceptance of the deed or other instrument of conveyance for a Lot within the Subdivision, each Lot Owner shall be a Member of the Association and shall abide by the Association's bylaws, rules and regulations and pay to the Association any annual assessments, dues or special assessments.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions is executed by the Developer as of the date first written above.

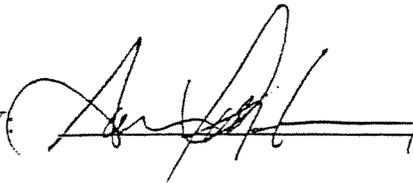
CENTURY FARM ESTATES, LLC

BY:

 _____, MANAGER

CENTURY FARM ESTATES HOMEOWNERS
ASSOCIATION, INC.

BY:

 _____, PRESIDENT