

DECLARATION OF RESTRICTIVE COVENANTS
NORTH EDGEWOOD ESTATES, LLC Phase 1

NORTH EDGEWOOD ESTATES, LLC. Phase 1
A Wisconsin Corporation

North Edgewood Estates, LLC, a Wisconsin corporation (“Developer”) does hereby declare and impose these restrictive covenants on that real estate located in the City of Appleton legally described as follows (together the “Lots” or individually a “Lot”):

LEGAL DESCRIPTIONS

See Exhibit “A” attached.

RESTRICTIVE COVENANTS

1. No building erected elsewhere shall be moved onto any Lot or Lots.
2. No long-term exterior storage of boats, motor homes, trailers, campers, RV’s or commercial vehicles of any kind permitted on Lots. No parking or storage of commercial busses, trucks, or trailers shall be allowed on any Lot.
3. Lots numbered 1 through 45 shall be used for the purpose of single-family residences only. All single-family Lots require a minimum home size (exclusive of the garage and any open porches) to be 1,550 square feet for a one-story ranch, 2,000 square feet for a two-story or story and a half, and 1,600 square feet in the top two floors for bi and tri level. All roof pitch on structures shall be no less than 6/12. All single-family structures to have a minimum of 20 percent masonry, stone and/or vinyl shake on the front of the home facing the public street (corner lots only need on one side of home).
4. Every house shall have a foundation below frost line. All dwellings shall have not less than a two-car garage nor greater than a four-car garage attached thereto. No detached garages are allowed in the subdivision.
5. No residence shall be erected on a Lot until the plans are consistent with these restrictive covenants, the final plat, and all applicable statute, regulation, code, and ordinance.
6. Fences are allowed provided they comply with all applicable statute, regulation, code, and ordinance.
7. All buildings shall be started on the grade established and approved by the Developer. Setback lines shall conform to local zoning regulations except that the Developer may, in promoting overall harmony, establish other requirement in addition to such regulations.
8. The land occupied by public utility easements of the Lots shall not be graded in such a manner as to interfere with drainage of storm water. Side Lot and rear Lot drainage ways and easements and ditches adjacent to public streets shall not be filled nor have their grades altered by owners of Lots.
9. All dwellings shall be completed within one year after the beginning of construction and every structure must have a permanent finish on the exterior within 6 months after the start of construction.
10. The covenants and restrictions herein contained shall be in effect for a term of twenty (20) years from the date this Declaration is recorded with the Register of Deeds, after which time they shall automatically be extended

for successive periods of ten (10) years, unless an instrument terminating or reducing this term shall be executed and recorded by the Developer in the office of the Register of Deeds for Outagamie County.

11. All landscaping, including grass, lawn, trees, and shrubs, to be completed within 18 months of beginning construction of the dwelling.

12. All garbage and recyclable containers to be stored inside except during garbage days.

13. No horse, cattle, swine, sheep, goats, or live poultry of any kind may be kept on any Lot in this plat.

14. No nuisance shall be maintained or allowed to exist on any Lot.

15. Driveways to be of concrete or brick paver and must be completed within one year after the curb and gutter is installed for all existing developed Lots and within 18 months of the start of construction on all other Lots. Driveway aprons shall be concrete only.

16. These covenants may be enforced by the Developer, or by any Lot owner, in the Circuit Court for Outagamie County by means of an action for monetary damages and/or action for equitable relief in terms of affirmation or negative injunctions, in recognition that there may be no adequate remedy at law in the form of monetary damages. Any persons or entities violating these covenants shall be liable to the Developer, or the Lot owner bringing the enforcement action, for its actual costs, expenses, and reasonable attorney's fees for the successful enforcement of any one or more of these covenants.

17. Prior to bringing an action for enforcement in Circuit Court, any party seeking to enforce these covenants shall first submit a written notice, to the alleged violating party, stating the nature of the violation claimed to exist and the requested remedial action sought. Such notice can be conveyed by any method or means to the violating party and enforcement action may be filed in Circuit Court anytime following 10 days from the issuance of such written notice of violation to the violating party.

18. Any excess fill and/or topsoil from development of individual Lots in the subdivision shall be the responsibility of the individual property owner to remove from their Lot and shall not be placed on any other property within the subdivision except if the Developer directs in writing.

19. All decisions of the Developer shall be enforceable against any Lot owner if made in good faith exercise of the judgment or discretion of the Developer 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 shall have the burden of proof to establish that such standards were not met at the time the decision was made.

20. 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, governmental unit, or sovereign nation which becomes a Lot owner, whether by virtue or conveyance, operation of the law otherwise, shall be conclusively deemed to have waived any and all defenses to and immunity from enforcement of this declaration serving as full and adequate public notice of said waiver. Said waiver shall apply to the terms, conditions and encumbrances established in this declaration, together with any future liens, claims easements or encumbrances expressly permitted hereunder.

21. 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. These declarations shall be interpreted and construed in accordance with the laws of the State of Wisconsin.

22. No Lot owner shall block, dam, or otherwise obstruct the flow of the surface water drainage so as to cause such water to back-up onto the Lot of any property owner or so as to restrict the use or enjoyment of any other Lot by any other Lot owner. Each Lot owner is responsible for maintaining established grade. Any walkouts or exposed windows from lower level must have Developer or designing engineer approval.

23. Satellite dishes shall be no more than 36" in diameter, shall be mounted on the principal structure, and shall not be visible from the public street the residence is located on. All other TV antennas must be contained within the home and not mounted on the roof.

24. The land on all side and rear Lot lines of all Lots shall be graded by the property owner and maintained by the abutting property owners to provide adequate drainage of surface water.

25. No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along Lot lines or any street line. Disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

26. The Lot owner (except the Developer) is required to perform all necessary maintenance and upkeep of the Lot prior to construction, including keeping the Lot free of trash, waste, brush, weeds, and long grass (i.e. over six inches). At all times during construction, the site shall be maintained to Developer's reasonable satisfaction in a neat and orderly manner. Construction debris shall be contained at all times in some manner as well as prevent such material from blowing onto neighboring properties and/or streets.

27. The Developer reserves the right to fully or partially amend, modify, or terminate any, or any portion of these covenants for so long as the Developer owns any Lots.

28. These covenants shall be binding upon the land legally described above and shall run with the land and be binding upon current and future owners, and their respective heirs, successor, and assigns subject to the rights of the Developer set forth herein.

29. The Developer reserves the right to delegate its authority under these covenants for such matters as enforcement, interpretations, review, approval, and other matters to anyone.

30. If any part of this Declaration is ever declared unenforceable by any Court, the remaining provisions shall remain enforceable.

Dated this _____ day of _____, 20_____.

NORTH EDGEWOOD ESTATES, LLC

By: _____
Kurt J. Coenen, Manager

STATE OF WISCONSIN)
)
_____ COUNTY)

Subscribed and sworn to before me,
this _____ day of _____, 20_____.

Notary Public, State of Wisconsin
My Commission expires: _____

Dated this _____ day of _____, 20_____.

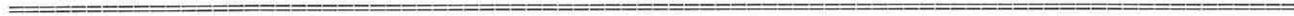
Heather Reardon, owner of Lot 5

By: _____

STATE OF WISCONSIN)
)
_____ COUNTY)

Subscribed and sworn to before me,
this _____ day of _____, 20_____.

Notary Public, State of Wisconsin
My Commission expires: _____



Dated this _____ day of _____, 20_____.

Dion and Nina Block Revocable Trust, owner of Lot 4

By: _____

_____, Trustee

STATE OF WISCONSIN)
)
_____ COUNTY)

Subscribed and sworn to before me,
this _____ day of _____, 20_____.

Notary Public, State of Wisconsin
My Commission expires: _____

Dated this _____ day of _____, 20____.

Schmidt Bros. Custom Homes, Inc., owner of Lot 3

By: _____

_____, President

STATE OF WISCONSIN)
)
_____ COUNTY)

Subscribed and sworn to before me,
this _____ day of _____, 20____.

Notary Public, State of Wisconsin
My Commission expires: _____

THIS INSTRUMENT DRAFTED BY:
Thomas S. Wroblewski, S.C.
180 Main Street
Menasha, WI 54952
920-722-7229

EXHIBIT A

Legal Description:

Lots 1-45, North Edgewood Estates, City of Appleton, Outagamie County, Wisconsin.

Parcel Identification Numbers: