

**RESTRICTIVE COVENANTS
FOR
SUNRISE ESTATES SUBDIVISION**

DECLARATION made this ____ day of July, 2016, by Cypress Homes, LLC (the “Developer”), owner and developer of the following described real estate, same being the real estate now duly platted as:

All lots in Sunrise Estates, a subdivision of the City of Oshkosh, County of Winnebago, State of Wisconsin, as such plat is now recorded in Volume ____ of Plats, page ____, as Document No. _____ of the Records in the office of the Register of Deeds in the County of Winnebago, (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 limitation 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 lot of the property, and to maintain the desired tone of the community, and thereby to secure to each owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners.
2. Pre-Construction Maintenance. The owner of a lot is responsible for maintenance of the lot before construction begins. No trash, waste, weeds, brush or long grass is permitted.
3. Construction Maintenance. At all times during construction, the lot 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. During construction, no access to the building site shall be allowed over adjacent lots. If any damage is done to the adjacent lots or drainage ways, the owner of the home under construction shall restore or pay the Developer for the restoration of said property to its pre-damaged condition.
4. Land Use and Building Type. No lot shall be used except for single family residential purposes or storm water detention. No building shall be created, altered, placed, or permitted to remain on any single-family lot other than one single-family dwelling and a private attached garage for not more than four (4) cars per City and County ordinances. Landscaping must be completed within one (1) year of commencement of construction of the home. Permanent lawns must be established with grades in conformance with the approved drainage plan within one (1) year after initial occupancy of the home. All homes must have an attached garage.

5. 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, breezeways and open porch areas:

a. The aggregate floor space of a one-story house shall be a minimum of 1600 square feet;

b. The aggregate floor space of a two-story house shall be a minimum of 2000 square feet.

c. The aggregate floor space of a one- and one-half-story house shall be a minimum of 2000 square feet. All other building designs, including split level structures are subject to plan approval by the Developer in accordance with Paragraph 19 below

6. Height. No dwelling shall exceed 2½ stories in height above the finished grade level.

7. Used Buildings. No used buildings or residences shall be moved onto the property.

8. Temporary Structures. No structure of a temporary nature, trailer, tent, shack, barn, shanty or similar structure shall be permitted on any lot either temporarily or permanently.

9. Building Setbacks. The front yard setback shall be thirty (30) feet from the property line. All other building setbacks must be in conformance with all approving and objecting agencies, including, but not limited to, the City of Oshkosh, Winnebago County, and the State of Wisconsin.

10. Foundations. All homes must have concrete basement walls and all garages must have four-foot foundation walls. No slab on-grade houses shall be allowed. No wood foundations are allowed.

11. Home Exteriors. No bright blue, yellow, or other neon-type colors are allowed on the exterior of any structure. A minimum of 25% of the front of each dwelling shall consist of brick, stone, or the similar materials approved in accordance with Paragraph 19 below. Salt box style dwellings may be excluded from the minimum brick or stone requirement with the written approval of the Developer.

Sidewalks shall be required on all lots within the subdivision. The cost of sidewalk installation and lawn repair shall be the responsibility of the lot owner. Concrete streets, curb and gutter shall be installed at the expense of the Developer pursuant to City policy.

12. Roof Pitch. 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.

13. Fencing and Swimming Pools. Professionally installed fences, not more than four feet in height and designed not to restrict view, are allowed. Professionally installed swimming

pools are also allowed, provided the swimming pool is located behind the main dwelling and does not impair the attractiveness of the property.

14. Antennas/Satellite Dishes. Radio and TV antennas are not allowed on the exterior of a building or on poles. Satellite dishes are allowed, however, they are not allowed in the front of a building, and shall not exceed twenty-four inches (24") in diameter.

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

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

17. Completion. All homes and attached garages shall be completed before occupancy (except for the interior of the lower level of bi-level or tri-level homes). No structure other than a fully completed residence shall be occupied.

18. Removal of Dirt. So long as Developer owns any lot, Developer reserves the right to direct the disposition of any dirt that is to be removed from a lot. However, such disposition as directed by the Developer shall be within the subdivision.

19. Architectural Control. No dwelling or other house or structure shall be erected on any lot of this subdivision until a complete set of building plans and specifications have been submitted to and approved by the Developer. If the Developer fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted, said plans and specifications shall be deemed to have been approved. Approval or rejection of any submitted building plans or specifications shall be within the sole discretion of the Developer.

20. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All campers, recreational vehicles, boats, trailers, and garden tractors must be stored inside. No bus, large truck or semi tractor and/or trailer shall be parked anywhere within the exterior boundaries of Sunrise Estates Subdivision unless they are there less than 48 hours to allow time for cleaning or packing.

21. Division of Lots. No lot shall be further subdivided to create a larger number of lots without the written approval of the Developer and all governing agencies.

22. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for these improvements for which a public authority or utility company is responsible.

23. Drainage. No blockage, dam or other obstruction of the flow of surface water drainage, which causes such water to back-up onto another lot, shall be permitted. Lot grades shall be maintained in compliance with the approved drainage plan 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.

24. Animals. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept on any lot, except that a dog or a cat, or other indoor pets, such as fish, parakeets or hamsters, may be kept, provided that they are 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, cat, or other animal which shall in any way constitute a nuisance. All pets shall be kept inside the principle dwelling when not supervised by their rightful owners.

25. Signs. No sign of any kind shall be displayed to the public view on any lot except (1) one professional sign of not more than one (1) square foot; 2) one sign of not more than five (5) square feet advertising the property for sale; and 3) one sign of not more than ten (10) square feet, advertising the property during the construction period.

26. Trash. All trash and waste shall be kept in sanitary containers and out of public view. Each lot owner is required to perform maintenance and upkeep on their lot. No lot shall be used as dumping ground for garbage or other rubbish, brush, weeds, or other waste and Developer is not liable for unauthorized dumping of lawn clippings, brush or other materials on any lot or in drainage ways, after closing.

27. Property Owners Association. Every lot owner to which these covenants apply shall be a member of Sunrise Estates Owners Association, Inc. (the "Association") and shall participate in the operation of the Association in accordance with the Bylaws of the Association. So long as Developer owns at least one lot in the subdivision, Developer shall have the right to appoint the majority of the members on the Board of Directors of the Association. The Board of Directors of the Association, is empowered under the Bylaws of the Association, to fix and collect assessments to provide for the operation, care, maintenance and upkeep of all areas for which the Association is responsible. In its exercise of authority under said Bylaws, the Board of Directors has the power and duty to collect interest on overdue assessments and to suspend voting rights of an Association member during any period in which such member is in default in the payment of said assessment. In addition, any unpaid assessments may become a lien against the member's property within the subdivision. The Board of Directors may vary the amount of the annual assessment by not more than fifteen percent (15%) from the immediately preceding year without membership approval, and by more than fifteen percent (15%) only when so authorized by a majority vote of the Association.

28. Storm Water Detention Facilities. The storm water detention facilities and drainage ways located within the Subdivision are owned by the Association and are part of the approved storm water drainage plan. The Association shall be responsible for the maintenance of the storm water detention facilities to insure the facilities are able to operate in accordance with the approved drainage plan. In addition, the Association is responsible for the cutting of grass, and the removal of snow and ice from sidewalks, appurtenant to the storm water detention facilities (Outlot 1), all in accordance with City of Oshkosh ordinances. There shall be no swimming or wading within, or any floating or other navigation upon any storm water detention facilities or drainage ways located within the Subdivision. No fishing is permitted on storm water detention facilities located in the Subdivision. The deposit of fertilizer, grass clippings, or other organic materials into drainage ways or storm water detention facilities located within the

Subdivision, or any other polluting thereof shall be prohibited. Brush piles, fish cribs, stones, rocks, gravel, or trees shall not be deposited into any drainage way or storm water detention facility. No fish or other aquatic animals shall be released into the drainage ways or storm water detention facilities and anyone releasing unauthorized fish or other aquatic animals into the drainage ways or storm water detention facilities shall be charged removal costs at the Association's discretion. The feeding or releasing of ducks or geese within the Subdivision shall be prohibited. No cars, trucks, snowmobiles or other motorized vehicles, cross country skis, snowshoes, ice skates or other devices are allowed on the drainage ways or storm water detention facilities during the winter or at any other time. ~~The~~Neither the Developer, nor the Association, shall ~~not~~ be liable for costs, expenses, damages or injury incurred by those lot owners or their guests or invitees who violate these restrictions. Lot owners are solely responsible for abiding by all covenants and restrictions and will bear any costs, or damages or restitution necessary because of the actions of their children, guests, or invitees. The City of Oshkosh shall have the unqualified right to enter upon any drainage easement for inspection, maintenance or repair of drainage ways and storm water facilities.

29. Enforcement.

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

b. The Developer or the Association, as the case may be, shall have the right to levy and collect an assessment (which is due upon receipt of notice) against any lot for any costs and expenses incurred by the Developer or the Association, as the case may be, in the enforcement of the provisions of this Declaration with respect to such lot, including without limitation, the costs of consultants and actual attorneys' fees, whether or not litigation is commenced with respect thereto. The Developer or 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 or 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.

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

30. Disturbance of Survey Stakes. 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.

31. 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.

32. 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.

33. 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, successors, 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.

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

IN WITNESS WHEREOF, Cypress Homes, Inc. has hereunto set its hand on the day and year first above written.

CYPRESS HOMES INC,

By: _____
Michael Blank, President

STATE OF WISCONSIN)
) ss.
COUNTY OF OUTAGAMIE)

Personally came before me this ____ day of July, 2016, the above named Michael Blank to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My commission is permanent.

This instrument was drafted by
Steven J. Frassetto, Attorney at Law
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P. O. Box 785
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