

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
INTEGRITY ACRES SUBDIVISION**

THIS DECLARATION of Conditions, Covenants and Restrictions for Integrity Acres Subdivision, _____ of Neenah, Winnebago County, Wisconsin, is made this _____ day of _____, 2019, by Integrity Custom Homes LLC a Wisconsin limited liability company (“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 _____ through _____, Integrity Acres Subdivision, _____ of Neenah, Winnebago County, Wisconsin, as recorded in the Register of Deeds office on _____, 2019, in Cabinet _____ of Plats, Pages _____ and _____ as Document No. _____.

Return to:

Attorney Jon Fischer (aly)
McCarty Law LLP
2401 East Enterprise Avenue
Appleton WI 54913-7887

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.

Tax Parcel No.: _____

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, Developer.

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 and one-half (2 1/2) stories in height, with additional limits and conditions as set forth herein. Only single-family residences of conventional construction shall be permitted. No residence shall have 100% vinyl horizontal siding on the front. 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 Developer will review each dwelling for exterior design.

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 576 square feet.

7. Roof pitch. The roof pitch on all residences must be a minimum of 6/12 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 6/12 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.

Deleted: ,
Deleted: and trailers

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) hardwood 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 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 1,700 square feet;
- (b) the aggregate floor area of a one and one-half story, two story and two and one-half story house shall be a minimum of 2,000 square feet.;
- (c) There shall be no bi-level house or quad-level homes.

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, 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.

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 road, with concrete or blacktop, or similar surface, within twelve (12) months of an occupancy permit being granted by the City of Neenah.

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. Each home shall have a 30 foot front yard setback, unless otherwise approved by Developer.

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. There shall be no burning of any kind, including, but not limited to, leaves, upon any lot. No lot shall be used as a dumping ground for litter, unwanted stones, grass clippings, branches, garbage or other rubbish.

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. No animals, livestock, reptiles, birds, or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs and two cats per household may be kept inside the residence, provided they are not kept, bred or maintained for any 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. Subdividing. None of the lots may be subdivided or partitioned, except by Developer.

21. 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.

22. 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.

23. 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.

24. 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.

25. Walls and Fences. Walls or fencing, excluding hedge fences, shall be approved by the Developer prior to construction on an individual basis. No chain link fences will be permitted. A permit must be obtained by the City of Neenah prior to the commencement of a wall or fence.

26. 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.

27. 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.

28. 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.

29. Removal of Dirt. So long as Developer owns any lot in this subdivision, Developer reserves the right to direct the disposition of any dirt which is to be removed from any lot in the subdivision.

30. 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.

31. 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.

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 fifty percent (50%) 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.

33. 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 paragraphs 28, and 34 of this Declaration.

34. 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.

35. Term. These conditions, restrictions and requirements are covenants running with the land, and shall become binding upon the grantors and grantees of the property herein, their respective heirs, executors, administrators and assigns, for the period of twenty (20) years from and after the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating or reducing the term is executed in accordance with Section 32 above.

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]

By: Integrity Custom Homes LLC:

Richard C. Van Sistine, III, Member

Michael J. Werth, Member

Jean E. Werth, Member

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
County of Outagamie)

Personally came before me on _____, 20____, the above named _____,
to me known to be the President and Secretary, respectively, of _____ and the
persons and officers who executed the foregoing instrument and acknowledged the same.

Print name _____
Notary Public, Wisconsin
My commission expires _____.

This instrument was drafted by:
Attorney Jon Fischer
McCarty Law LLP
2401 East Enterprise Avenue
Appleton WI 54913-7887

