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Name and Return Address

David J. Winkel
411 S. Commercial Street
Neenah, WI 54956

Parcel Identification Number (PIN)

DECLARATION OF EASEMENTS, CONDITIONS,
COVENANTS AND RESTRICTIONS FOR FIRST
ADDITION TO COTTAGES AT WOODSIDE
GREEN SUBDIVISION

Document Number

Document Title

This Instrument was prepared by:
Attorney David J. Winkel
Neenah, WI 54956

Est A

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

**DECLARATION OF EASEMENTS, CONDITIONS, COVENANTS AND RESTRICTIONS FOR
FIRST ADDITION TO COTTAGES AT WOODSIDE GREEN SUBDIVISION**

This declaration is made this 27 day of November, 2016, by DJW Investments, LLC, a Wisconsin limited liability corporation (hereinafter called the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of (i) the real estate described as Lots 1 through 22 (hereinafter singularly a "Lot" or one or more "Lots") of a subdivision plat known as Woodside Green Estates recorded as Document No. 1727724 at the Winnebago County Register of Deeds Office, on November 14, 2016, being part of Lot 2 and Outlot 1 of Certified Survey Map No. 6169 recorded in Volume 1 of Maps on page 6169 as Document No. 1451819, all located in the Northeast 1/4 of the Fractional Northwest 1/4 of Section 31, Township 20 North, Range 17 East, in the City of Neenah, Winnebago County, a copy of which Plat Map is attached hereto as Exhibit 1, (together the "Subdivision"), and desires to file for record and to subject each Lot of the Subdivision to conditions, covenants and restrictions for the benefit of the Subdivision as a whole and for the benefit of each owner of a Lot (a "Lot Owner and/or an Owner"); and

NOW, THEREFORE, the Developer declares that the following easements, conditions, covenants, and restrictions ("Covenants") are intended to be running covenants, burdening and benefiting the Subdivision and the Lots and Owners thereof and the Owners' successors and assigns:

ARTICLE I

1. **PURPOSE**. The purpose of these covenants is to insure the use of the Subdivision and the Lots for attractive residences, to prevent nuisances, to prevent the impairment of the attractiveness of the Lots and the Subdivision, thereby maintaining the desired tone of the development and to secure to each Lot Owner the full benefit and enjoyment of his or her home and Lot.

2. **SEWER HOOK UP FEES**. The Owner of any Lot is responsible to pay any and all sewer hook up fees charged by either the City of Neenah or Town of Neenah Sanitary District 2; which is currently \$1,000 per Lot due after a home is built on the Lot.

3. **LAND USE AND BUILDING TYPE**. No Lot shall be used except for single family residential purpose. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling of (a) at least 1800 square feet above ground for a single story, and (b) 2400 square feet above ground for a story and a half or two story house. All homes shall have at least a three car attached garage, and at least twenty-five percent of the square footage of the front side of the home and garage facing the street up to the first floor roof line shall contain brick or stone. The homes and garages shall have a roof pitch of at least 6/12 or greater, and shall be shingled with a 250 pound, 30 year dimensional shingle or better quality. The Developer has the ability to approve deviations on a Lot by Lot basis. There may be built one single story storage building that is architecturally compatible with the home on the Lot containing the same siding, soffit, fascia and roofing as the home. The storage building shall be set in the rear of the Lot and shall not exceed 200 square feet, and may not be built until the home is first built. All square footages are exclusive of porches, breezeways and garages.

4. **ARCHITECTURAL CONTROL**. No dwelling or other house or structure or fence or other improvement of any nature may be erected on any Lot in this Subdivision until after (i) the plans and specifications, and (ii) a site plan in conformity with Section 8 for the improvement have both been submitted to and approved by Developer. All plans and specifications and site plans shall be delivered to: DJW Investments, LLC, 411 S. Commercial Street, Neenah, Wisconsin, 54956. Any subsequent remodeling or renovation of an approved structure must conform to the original approved structural design. The Developer shall be given a complete set of plans of

all residences to be permanently filed and approved prior to construction. The plans are to show four (4) elevations, floor plan and exterior finish, such that the Developer can approve the exterior design, size and location. The design shall be harmonious with other residences within the Subdivision and shall conform to setback lines. Variations will be approved only where, at the discretion of the Developer, it is deemed to be pleasing to the effect of the entire neighborhood or where variations are required by the topography of the land. Refusal or approval of plans and specifications by the Developer may be based on any grounds, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Developer, shall seem sufficient. If the Developer does not approve or disapprove such plans and/or specifications within thirty (30) days after receipt of the plans, the plans and specifications shall be deemed to have been approved.

5. SETBACK LINES. Setback lines shall conform to local zoning regulations of the City of Neenah except that Developer may, in promoting overall harmony, establish other requirements in addition to such regulations.

6. MINIMUM FLOOR AREA AND DESIGN. All structures to be erected in the Subdivision shall (i) be of compatible external design, (ii) shall conform to all established setback lines, and (iii) shall be of the below minimum size (exclusive of open porches, breezeways and garages):

One story above grade	1800 sq ft
Story and a half above grade	2400 sq ft
Two story above grade	2400 sq ft

7. BASEMENT. All homes shall have basements at least 7 feet 8 inches tall.

8. GRADE/SITE PLANS. No structure or lawn shall be permitted until (i) proper grades for each have been set on each Lot in accordance with the approved drainage plan for the Subdivision prepared by McMahon and Associates on file with the City of Neenah from time to time (as modified), a copy of the current drainage plan which is attached hereto as Exhibit 2, and (ii) a site plan for the Lot showing the Lot and the location of all proposed improvements on the Lot, including the home, patios, decks, driveways, etc., and the height of all improvements on the Lot, has been given to the Developer. The cost to set the grades and draw the site plan shall be borne by the Lot Owner.

9. DRAINAGE. No Lot Owner shall direct, block, dam or otherwise obstruct the flow of surface water drainage so as to cause such water to go upon, or back up onto, the Lot of another Owner, or so as to restrict the use or enjoyment of any other Lot by any other Lot Owner. Each Lot Owner, as a part of his/her home construction finish grading/landscaping, is responsible to bring their Lot into full compliance with the approved Drainage Plan. All homes built on each Lot shall be built so that the finished grade elevation at foundation complies with the elevation set in the Drainage Plan.

10. VACANT LOT MAINTENANCE. The Lot Owner is required to maintain his/her Lot in a sightly and attractive manner, even though the Lot may be vacant/unimproved, including performing all maintenance/upkeep of the Lot and right-of-way areas. No trash, waste, brush, weeds or long grass is permitted.

11. CONSTRUCTION SITE. No building material shall be placed on any Lot more than 30 days prior to the date construction is scheduled to begin. At all times during construction, the site shall be maintained to the reasonable satisfaction of the Developer, in a neat and orderly manner. All trash and waste shall be kept in sanitary containers, and out of public view. Outdoor burning of construction debris is prohibited. Builders and/or Lot Owners shall maintain a dumpster on each construction site and shall be responsible to ensure such dumpster is emptied as often as necessary to ensure debris does not extend over the top edge allowing it to be blown out and onto surrounding properties.

12. FILL. The Developer reserves the right to direct the disposition of any fill, including excess excavation fill which is to be removed from any Lot, at the Lot Owner's expense. However, such disposition as directed by Developer shall be within a one-mile radius of the Lot from which it is being removed. If Developer does not require specific disposition of any excess fill, the Lot Owner shall be responsible to locate a site for such disposition and pay all costs associated therewith.
13. COMPLETION OF HOME. Construction of all residential buildings shall be completed prior to occupancy and within 12 months of the start of construction. An occupancy permit must be obtained for the property from the City of Neenah Building Inspection Department prior to occupancy. Lawns shall be completed within one year of occupancy.
14. DRIVEWAYS. All dwellings shall, within one year of completion of the house, install a paved driveway of stable and permanent construction extending from the edge of the finished roadway surface to the vehicular entrance of the garage.
15. USED BUILDINGS. No used buildings shall be moved onto any Lot.
16. ACCESSORY STRUCTURES. No accessory structure, including but not limited to storage sheds, swing sets, dog runs, kennels, etc. shall be permitted forward of the rear line of the residence on a Lot. All accessory structures must have prior written approval of the Developer.
17. TEMPORARY STRUCTURES, OUTBUILDINGS AND TRAILERS. Except as may be authorized by Developer, no structures of a temporary nature, no trailers, tents, shacks, barns or similar structures shall be permitted on any Lot either temporarily or permanently. No structure other than a completed residence shall be occupied. Recreational vehicles, snowmobiles, boats, trailers, mini-bikes, fishing shanties, etc. must be stored inside buildings. They may not be stored on driveways or yard areas.
18. SIGNS AND ANTENNAE. No sign or antenna including outside earth stations (satellite dishes) shall be displayed or exposed to the public view except as follows: (1) one sign of not more than 6 square feet in area advertising the property for sale, except that Developer may utilize signs of any size for advertising properties in said Subdivision for sale; and/or (2) one satellite dish not exceeding 3 feet in diameter that is mounted on the roof of a home. All antennas must be inside the home.
19. UNLICENSED VEHICLES AND SALVAGE MATERIALS. No unlicensed vehicles or junk yards or storage areas for cars or other salvage materials of any nature shall be permitted on any Lot or combination of Lots within the Subdivision.
20. COMMERCIAL BUSINESS. Except as may be permitted by local zoning regulations and as authorized by Developer, no commercial business shall be allowed to be conducted at any time from any Lot or combination of Lots within the Subdivision.
21. TRASH. All trash and waste shall be kept inside the home, garage, or storage shed. No sanitary container may be put in front of any dwelling sooner than the day before regular scheduled pick-up.
22. NUISANCE. No noxious, offensive, or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to other Lot Owners or occupants of dwellings in the Subdivision.
23. ZONING, HEALTH, AND OTHER LAWS AND REGULATIONS. All zoning, health and other laws, ordinances and regulations promulgated by the Municipality having jurisdiction over the Subdivision,

including the City of Neenah, Winnebago County, or the State of Wisconsin, which pertain to said Subdivision, shall be strictly observed and complied with.

24. BERM/FENCE/DRAINAGE SWALES, DITCHES, ETC. In the event the Developer constructs a berm and/or fence or drainage ditch/swale in the Subdivision along selected Lots, neither current nor subsequent Owners of these Lots shall alter such berm, fence, or drainage ditch/swale or any of the plantings on it, without prior written approval from the Developer.

25. TREES. No trees planted or transplanted within the Subdivision by Developer shall be moved, trimmed, cut down or otherwise disturbed without the prior written consent of Developer. The Lot Owner is responsible for replacement of any such trees planted by Developer that are damaged by Owner or Owner's contractor during the construction of a home on the Owner's Lot.

26. ANIMALS. No animals, except as normal household pets allowed by the City of Neenah, shall be kept, bred or raised on any Lot in this Subdivision.

27. VARIATION. Variations of any of these covenants may be permitted by Developer where it is reasonably satisfied that such variations will be pleasing and generally in line with adjacent properties and not be a detriment to the Subdivision as a whole.

28. ENFORCEMENT. If any Lot Owner or person(s) in possession of any Lot or dwelling on any Lot within the Subdivision shall violate or attempt to violate any of these covenants, it shall be lawful for (i) any other person(s) owning any Lot or owning or occupying any dwelling on any Lot in the Subdivision and/or (ii) the Developer, to prosecute and/or commence proceedings at law or in equity against the person(s) violating or attempting to violate any such covenant, and/or the owner of the Lot where the violation is occurring, either to prevent such person(s) from doing so, or to recover damages for such violation, or to restrain the violation, or any of the above, or any other remedy at law or equity. If any such Lot Owner, or Developer, is successful in its lawsuit against an offending Lot Owner, the offending Lot Owner shall be responsible to pay the reasonable attorney fees and costs of the lawsuit incurred by the party that brought the lawsuit.

29. TERM. These covenants and restrictions herein contained shall be binding upon all Lot Owners and their successors and assigns for a term of thirty (30) years from the date this Declaration is recorded, 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 in accordance with the requirements and procedures set forth below.

30. INVALIDITY OF ANY COVENANTS. Should any one of these covenants for any reason be declared invalid, such declaration shall not affect the validity of the remaining covenants, which remaining covenants shall remain in full force and effect as if these covenants had been executed with the invalid portion thereof eliminated.

31. ENCROACHMENT. For the purposes of these covenants, eaves, steps, and open porches shall be considered as part of a building.

32. GRADE CHANGES. Property Owner will be responsible for the cost of moving underground electrical facilities and boxes due to grade change of the Lot from when the Owner purchased the Lot.

33. PUBLIC AND/OR PRIVATE EASEMENTS. Easement for installation and maintenance of public electrical, telephone, cable television, gas, and other utilities, and are reserved and granted to Developer, and its successors and assigns, as shown on Exhibit 3. The easement area of each Lot and all improvements in the

easement area shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible.

34. OUTLOTS. Outlot 1 shall be owned by the Association (as defined below), and parts of such Outlot contains the storm water ponds and improvements for drainage of the Lots and the Subdivision. The cost of maintaining Outlot 1 shall be equally born between the Owners of all the Lots in the Subdivision on a Lot pro-rata basis. As such, the owner of each of the 22 Lots shall be responsible to pay one-twenty second (1/22) of the costs of all maintenance of Outlot 1 from time to time (including the pond), and if a Lot Owner does not pay his/her allowable share the Developer, the City of Neenah, and/or the Association can assess each Lot for one-twenty second (1/22) of such maintenance cost, which assessment shall become a lien upon the Lot; all as described in Article II below. The minimum maintenance for Outlot 1 shall be the maintenance required under the Stormwater Maintenance Agreement between the Developer and/or the Association and the City of Neenah, a copy of which is on file with, and available from, the City of Neenah and the Developer; as the same is modified from time to time.

35. DRAINAGE EASEMENTS. Some Lots in the Subdivision have storm sewer drainage easements located on them as shown on the Plat (the "Easements"). The Easements are granted to Developer and its assigns (and are permanent in nature) for purposes of installing and maintaining storm sewer pipes, ditches, swales, berms, and other storm sewer improvements deemed necessary by Developer to install from time to time to carry storm water. The Owner of a Lot that has a Drainage Easement on it may not (i) construct any structures in the Easements, (ii) nor change the finished elevation of such Easements. The Owner of such Lot must plant and grow grass in the Easements unless the Drainage Plan states otherwise. These Easements shall also be for the benefit of the City of Neenah so it may maintain such pipes/improvements if necessary.

36. HOMEOWNER'S ASSOCIATION. The Developer has formed a Homeowner's Association, and will deed ownership of Outlot 1 to the Association as described in Article II below. All rights and obligations of Developer hereunder to (i) Outlot 1, and (ii) all Drainage Easements shall belong to and bind, the Association. Each Lot owner shall be a member of the Woodside Green Estates Homeowners' Association, Inc., a Wisconsin non-stock, nonprofit, membership corporation (the "Association"). Each Lot shall be entitled to one (1) vote on any matters submitted to a vote of the members of the Association. The Association is organized for the purpose of owning, maintaining, improving, policing, and/or preserving Outlots in the Subdivision. The Association's members may have common right of usage and enjoyment of Outlot 1 and any other matters that the Association deems appropriate for the benefit of the Lot Owners. Pursuant to the provisions of Section 779.70, Wis. Stats., the Association, among other things, does have the power to prepare and annually submit to its membership a budget of the expenditures which it proposes to make for the ensuing year and to assess against all of the Lots, and to collect from each Lot Owner, an assessment to pay the costs of maintaining the necessary organization of the Association and the costs of maintaining those properties in which the Lot Owners have common rights of usage and enjoyment, including the costs of maintaining Outlot 1.

37. FENCES. All fences constructed on any Lot shall (i) require Developer approval before any construction, in its sole discretion, of the location of the fence on the Lot (e.g. following the Lot line), and either (a) be constructed of natural cedar, in a box style (i.e. no exposed posts), be six feet tall with the top scalloped, or (b) be constructed of wrought iron with a design approved by Developer in its sole discretion. Invisible pet fences are permitted. No fences may be installed forward of the rear of the home on a Lot.

38. POOLS. All pools on any Lot must be wholly contained within a cedar fence meeting the criteria of Section 37 above so that the pool is not visible from outside the fence.

ARTICLE II

PROPERTY OWNERS' ASSOCIATION AND ASSESSMENTS

A. CREATION AND ORGANIZATION

1. **CREATION.** The Developer has created Woodside Green Estates Homeowners' Association, Inc., a Wisconsin nonstock, nonprofit, membership corporation (the "Association"). The Developer shall convey fee simple title of Outlot 1 to the Association. The Association may adopt Bylaws amplifying upon, but not inconsistent with, the provision of this Article II.

2. **PURPOSE OF THE ASSOCIATION.**

(a) To own, maintain, pay for maintenance, improve, police, preserve, protect and use Outlot 1 consistent with this Declaration.

(b) To aid and cooperate with the members of the Association and property owners in the Subdivision in the enforcement of these restrictions.

3. **MANDATORY MEMBERSHIP.** The Association shall have only one (1) class of members. Every beneficial owner (fee simple ownership as distinguished from a security holder) of Lots 1-22 shall be a member. Membership shall terminate on such member's ceasing to be the beneficial owner of a Lot.

4. **VOTING RIGHTS.** Every member in good standing shall be entitled to vote on each matter submitted for a vote to the members. A member shall have one (1) vote for each Lot owned by the members, and all matters shall be decided by a majority vote of the Lots owned by members who attend a meeting of the members; except that while the Developer owns any Lot(s), the Developer's vote shall control the actions of the Association for the first five years. Where two (2) or more owners own a Lot, only one (1) vote for such Lot shall be permitted and the joint owners shall designate and register with the Secretary of the Association, the name of the owner entitled to cast such single vote.

5. **ASSIGNMENT OF RIGHTS.** An owner who is a member of the Association may assign his or her membership rights to any tenant residing on the Lot. A written notice of assignment, signed by the beneficial owner and filed with the Secretary of the Association, shall effectuate the assignment.

6. **ANNUAL MEETING.** An annual meeting of the members shall be held in January of each year. The Board of Directors of the Association shall determine the time and place.

7. **REGULAR AND SPECIAL MEETINGS.** In addition to the annual meeting, regular and special meetings may be held at a time and place to be determined by the Board of Directors of the Association.

8. **NOTICE OF MEETINGS.** Written notice stating the date, time, and place of any meeting of members shall be delivered personally or by mail to each member not less than ten (10) days nor more than sixty (60) days before the date of such meeting; except in emergencies.

9. **QUORUM.** The members owning one third of the Lots shall constitute a quorum at any meeting.

B. BOARD OF DIRECTORS

1. **GENERAL POWERS.** The affairs of the Association shall be managed by the Board of Directors subject to any instructions of the members or subject to the approval of the members as may be expressed by a vote of the members. The Board shall consist of not less than three (3) members of the Association. The Board shall assume management of the Association at the first annual meeting after all the Lots have been sold by the Developer or within five (5) years of the date of recording of this Declaration, whichever is earlier. Prior to such time, the Developer shall manage the affairs of the Association.

2. **TERMS AND OFFICES.** The Board of Directors shall be elected by the members at the annual meeting for a term of one (1) year. The Board of Directors shall elect officers consisting of President, Secretary, and Treasurer. The President shall preside at all meetings. The secretary shall keep the minutes of all meetings of the Association and the Board of Directors. The Treasurer shall receive and deposit all Association funds.

C. FEES AND ASSESSMENTS

1. **DETERMINATION OF ANNUAL AND SPECIAL ASSESSMENTS.**

(a) The Association shall establish an annual budget in advance for each calendar year of all of the Association expenses for the year which may be required for the proper operation and management of the Association and for the ownership, maintenance, improvement, policing, and/or preservation of Outlot 1. The annual budget shall be in a minimum amount equal to One Hundred Twenty-five percent (125%) of the total of the net real estate property tax bills, excluding special assessments, for Outlot 1 for the immediately preceding year plus the total of any noticed but unpaid municipal special assessments upon such Outlot, plus anticipated maintenance of Outlot 1. Review, discussion, and approval of such annual budget shall be an agenda item at each annual members meeting of the Association. Copies of such budget shall be delivered to each member along with the notice of annual meeting, if not before.

(b) Special assessments, other than those described in subparagraph (a) above, may be made by the Association pursuant to Section 779.70, Wis. Stats.

2. **ALLOCATION OF ASSESSMENTS.** Unless otherwise provided under section 779.70 Wis. Stats., all assessments levied shall be equal in amount against each Lot. Assessments shall be due and payable at any time after thirty (30) days from the date of the levy as determined by the Board of Directors of the Association.

3. **COLLECTION OF AN INTEREST UPON UNPAID ASSESSMENT.** Any assessment, or installment thereof, not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid in full. Each Lot Owner shall be personally liable to pay any assessment, including interest thereon and costs of collection that shall include reasonable attorney fees. The Association and/or the Developer has the authority to bring an action against the Lot Owner for the collection of any unpaid assessment.

4. **ASSESSMENTS CONSTITUTE LIENS.** All assessments, until paid, together with interest thereon and actual cost of collection, constitute a lien on the Lot on which they are assessed, if a claim for lien is filed within six (6) months from the date of the levy in conformity with the provisions of Section 779.70 Wis. Stats.

5. **ENFORCEMENT OF LIEN.** Enforcement of such lien by the Association shall be in conformity with the provisions of Section 779.70, Wis. Stats.

6. **ASSIGNMENT OF FEES AND ASSESSMENTS.** In the event any member whose fees and assessments are paid in full shall during the year in which such fees and assessments are paid, terminates his or her membership in the Association by the sale of his or her Lot, he or she shall be entitled to assign to the buyer of the Lot the benefit of the paid fees and assessment.

ARTICLE III

A. GENERAL PROVISIONS

1. **RELATION TO PUBLIC REGULATIONS.** Where the provisions in this Declaration impose greater restrictions than any statute, ordinance, or rules, the provisions of this Declaration shall prevail. Where the

provisions of any statute, ordinance, or rule impose greater restrictions than this Declaration, the provision of the statute, ordinance, or rule shall prevail.

2. **SEVERABILITY.** Invalidation of any one (1) of the provisions of this Declaration by judgment or order of a court of competent jurisdiction shall not affect any other provision that shall remain in full force and effect.

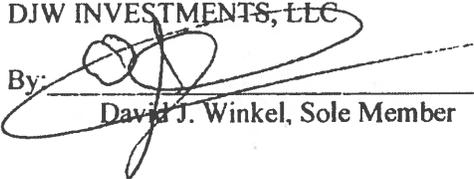
3. **ENFORCEMENT.** These restrictions shall run with the land and be binding upon the Developer, its successors, and assigns. All future transfers of any Lots or Outlot 1 shall be made subject to the restrictions, obligations, and conditions set forth in this Declaration. It is understood that the acceptance of a deed for any Lot or Outlot 1 by any purchaser is to be considered as an agreement to abide by the restrictions, obligations, and conditions of this Declaration. The Association or 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 the violation or to recover damages, or both. The City of Neenah may enforce the provisions of this Declaration.

4. **COLLECTION OF UNPAID TAXES/SPECIAL ASSESSMENTS UPON OUTLOTS.** In the event that the Association fails to pay any real estate property taxes and/or municipal special assessments upon Outlot 1, then the City of Neenah shall have the right to assess an equal one-twenty second (1/22) share of such unpaid taxes/special assessments against each of the Lots of the subdivision.

5. **MODIFICATION.** Any part of this Declaration can be amended, waived, or terminated in whole or part at any time by execution of a written instrument in recordable form by (i) the owners of at least one-half (1/2) of Lots 1-22; and (ii) the Developer if the Developer owns one or more Lots. All Lots owned by the Developer shall count towards the one-half requirement.

Dated this 28 day of November, 2016.

DJW INVESTMENTS, LLC

By: 
David J. Winkel, Sole Member

STATE OF WISCONSIN)
)SS
WINNEBAGO COUNTY)

Signed and sworn to before me, this
28th day of November, 2016.
Valerie A. Woodrow
Notary Public, State of Wisconsin
My Commission expires 2/10/2018.

VALERIE A. WOODROW
Notary Public
State of Wisconsin

This instrument was drafted by and should be returned after recording to: David J. Winkel, DJW Investments, LLC, 411 S. Commercial Street, Neenah, WI 54956

WOODSIDE GREEN ESTATES

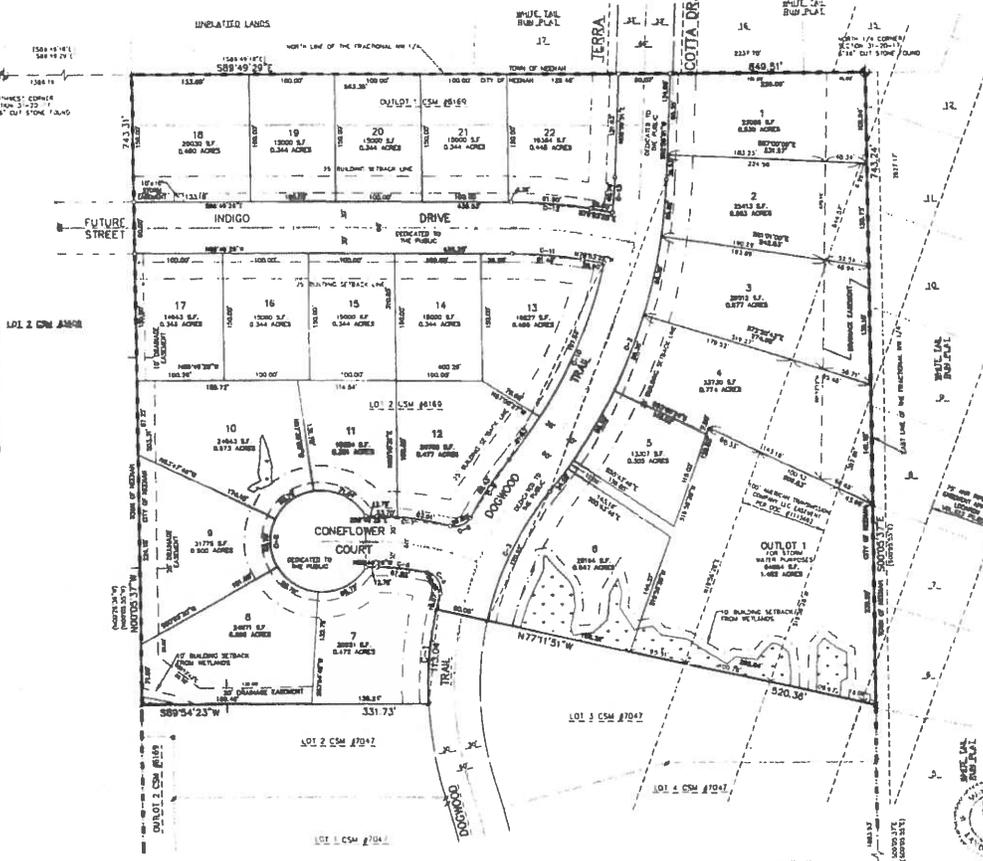
ALL OF OUTLOT 1 AND PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 6169 AS RECORDED IN VOLUME 1 ON PAGE 6169 AS DOCUMENT NO. 1451819 BEING A PART OF THE NORTHEAST 1/4 OF FRACTIONAL NORTHWEST 1/4, SECTION 31, TOWNSHIP 20 NORTH, RANGE 17 EAST, CITY OF NEENAH, WINNEBAGO COUNTY, WISCONSIN

APPROVAL AGENCIES
CITY OF NEENAH
AGENCY HAVING AUTHORITY TO OBJECT
DEPARTMENT OF ADMINISTRATION
WINNEBAGO COUNTY PLANNING & ZONING

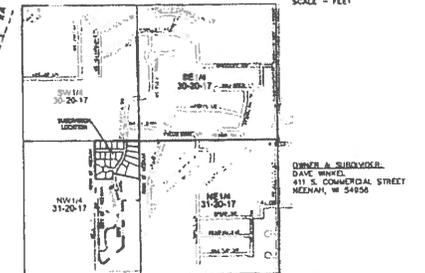
- CITY OF NEENAH
- 1) MAINTENANCE OF ALL DRAINAGEWAYS AND ASSOCIATED STRUCTURES WITHIN THE SUBDIVISION ARE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS OF THE SUBDIVISION UNLESS OTHERWISE NOTED ON THE DRAINAGE PLAN WHICH HAS BEEN PREPARED FOR THIS SUBDIVISION AND WHICH HAS BEEN APPROVED BY AND IS ON FILE WITH THE CITY OF NEENAH
 - 2) UPON FAILURE OF THE PROPERTY OWNERS TO PERFORM MAINTENANCE OF THE DRAINAGEWAYS AND ASSOCIATED STRUCTURES, THE CITY RETAINS THE RIGHT TO PERFORM MAINTENANCE AND/OR REPAIRS. THE PAYMENT OF SAID MAINTENANCE AND/OR REPAIRS SHALL BE EQUALLY CHARGED AMONG THE PROPERTY OWNERS OF THIS SUBDIVISION
 - 3) UPON FINAL GRADING, THE DEVELOPER AND/OR OWNER SHALL COMPLY WITH THE SURFACE BATED DRAINAGE PLAN AS APPROVED BY THE CITY OF NEENAH
 - 4) NO BUILDINGS OR FILL ALLOWED WITHIN THE WETLANDS

DATE	BY	DESCRIPTION	REVISION
10/15/16	MAH	ISSUED FOR PERMIT	1
10/15/16	MAH	ISSUED FOR PERMIT	2
10/15/16	MAH	ISSUED FOR PERMIT	3
10/15/16	MAH	ISSUED FOR PERMIT	4
10/15/16	MAH	ISSUED FOR PERMIT	5
10/15/16	MAH	ISSUED FOR PERMIT	6
10/15/16	MAH	ISSUED FOR PERMIT	7
10/15/16	MAH	ISSUED FOR PERMIT	8
10/15/16	MAH	ISSUED FOR PERMIT	9
10/15/16	MAH	ISSUED FOR PERMIT	10
10/15/16	MAH	ISSUED FOR PERMIT	11
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10/15/16	MAH	ISSUED FOR PERMIT	31
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10/15/16	MAH	ISSUED FOR PERMIT	99
10/15/16	MAH	ISSUED FOR PERMIT	100

1419:482



- BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE FRACTIONAL NORTHWEST 1/4 OF SECTION 31, T20N, R17E, WHICH BEARS S89°54'23\"
- 0 - 3/4\"
 - 1 - 1/4\"
 - 2 - 1/2\"
 - 3 - 3/8\"
 - 4 - 1/8\"
 - 5 - 1/16\"
 - 6 - 1/32\"
 - 7 - 1/64\"
 - 8 - 1/128\"
 - 9 - 1/256\"
 - 10 - 1/512\"
 - 11 - 1/1024\"
 - 12 - 1/2048\"
 - 13 - 1/4096\"
 - 14 - 1/8192\"
 - 15 - 1/16384\"
 - 16 - 1/32768\"
 - 17 - 1/65536\"
 - 18 - 1/131072\"
 - 19 - 1/262144\"
 - 20 - 1/524288\"
 - 21 - 1/1048576\"
 - 22 - 1/2097152\"
 - 23 - 1/4194304\"
 - 24 - 1/8388608\"
 - 25 - 1/16777216\"
 - 26 - 1/33554432\"
 - 27 - 1/67108864\"
 - 28 - 1/134217728\"
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 - 99 - 1/316912613642055365290363328\"
 - 100 - 1/633825227284110730580726656\"



THE 23 7001 CONSERVATION EASEMENT PER CSM 6169 IS AMENDED TO BE A 10' BUILDING SETBACK FROM WETLANDS PER THE CITY OF NEENAH

SHEET 1 OF 2

McMAHON

Department of Administration

THIS INSTRUMENT DRAFTED BY: Mark Albas

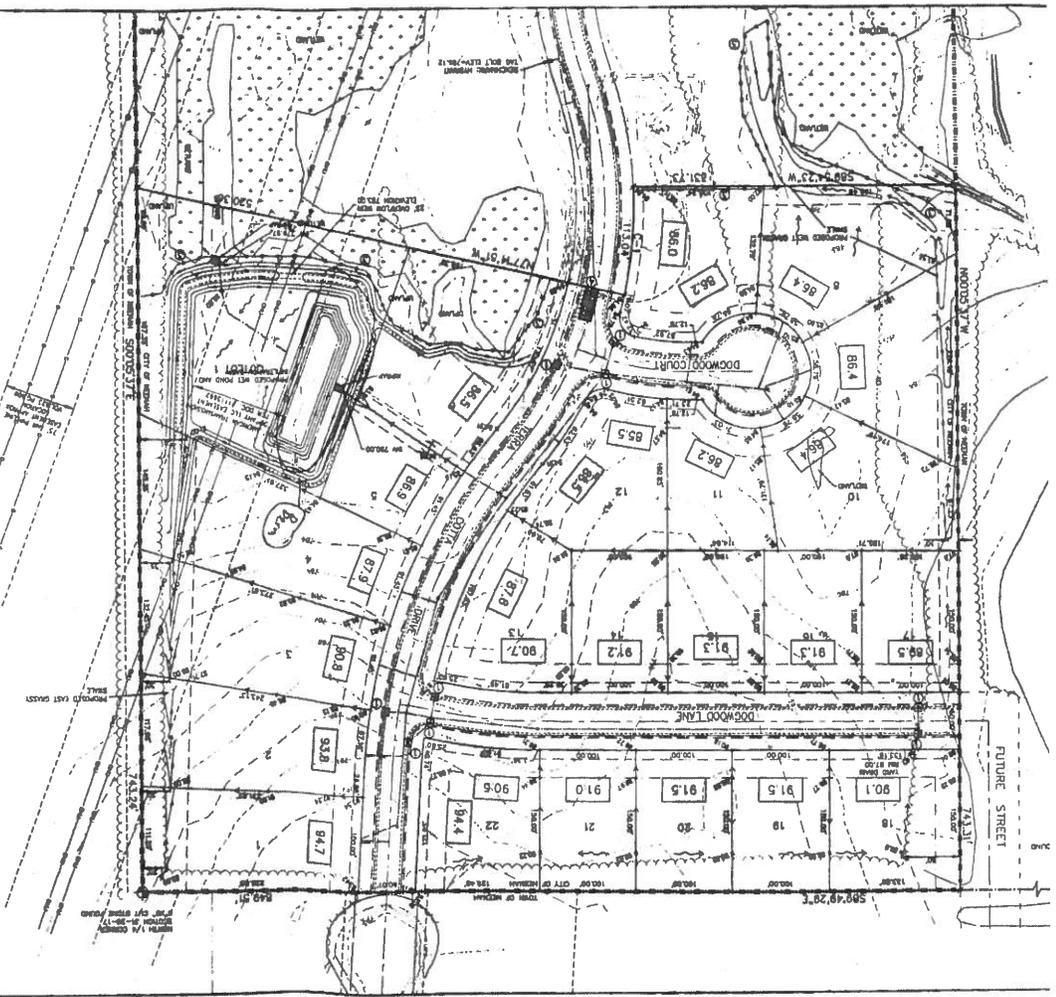
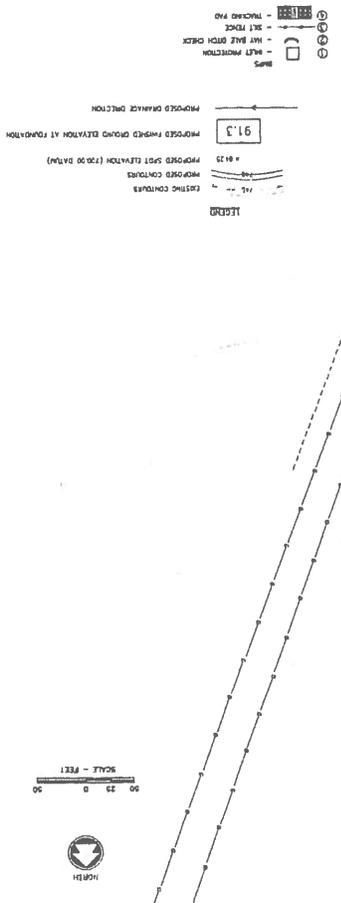
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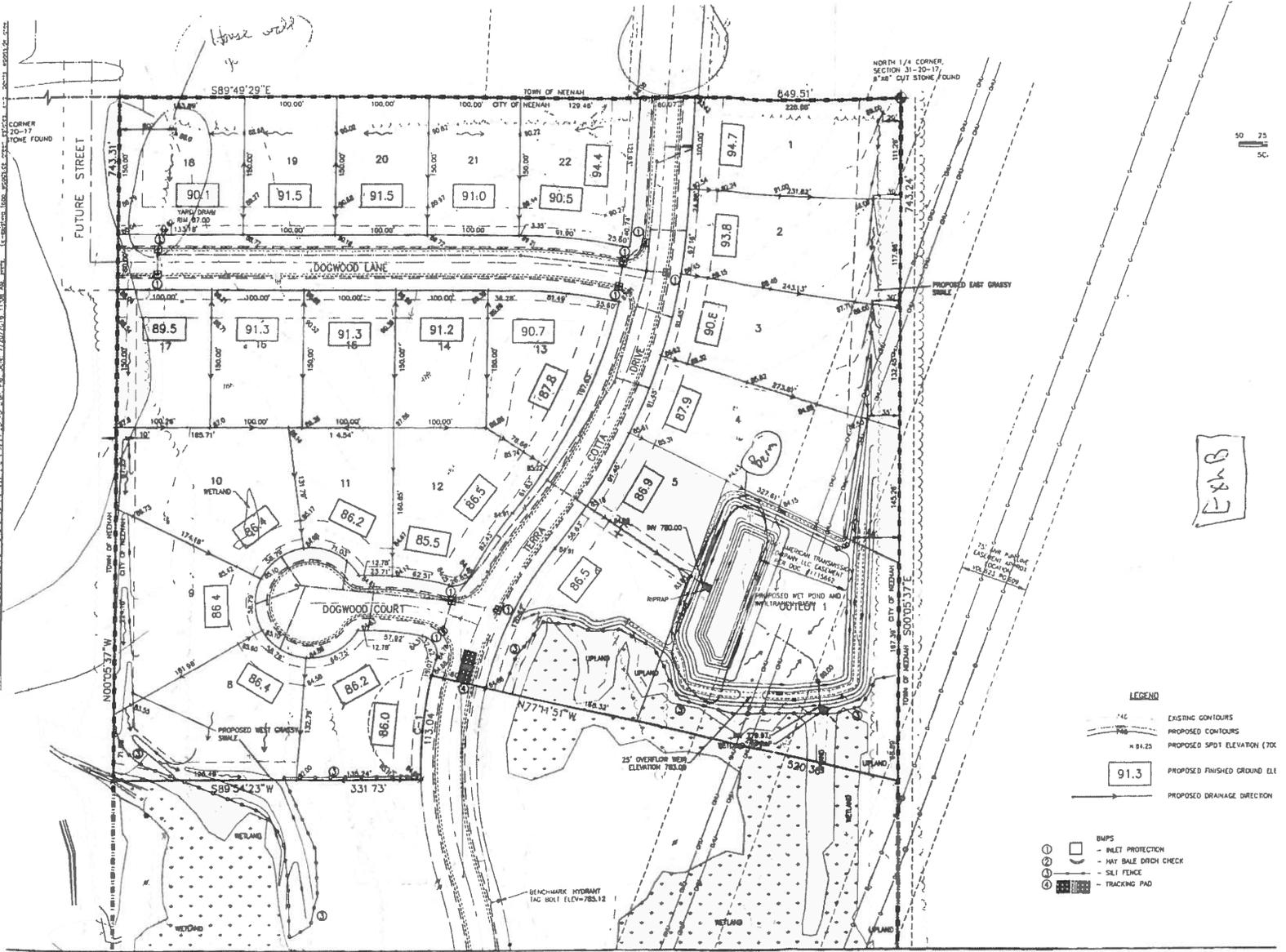
C3/2/18
PROJECT NO. W0004-1-1-001A
DATE 1/11/18

WOODSIDE GREEN ESTATES
CITY OF MENAHEH, WINNEBAGO COUNTY, WISCONSIN
DRAINAGE AND EROSION CONTROL PLAN

E-1001-2

McMAHON
ENGINEERING & ARCHITECTURE
1000 W. WISCONSIN STREET, SUITE 100
MENAHEH, WISCONSIN 54851
PHONE: (920) 765-1111
WWW.MCMAHONENR.COM





House well

END

- LEGEND**
- EXISTING CONTOURS
 - PROPOSED CONTOURS
 - PROPOSED SPOT ELEVATION (FOOT)
 - PROPOSED FINISHED GROUND ELE
 - PROPOSED DRAINAGE DIRECTION

- BMPS
- INLET PROTECTION
- HAY BALE DITCH CHECK
- SILT FENCE
- TRACKING PAD

VACANT LAND DISCLOSURE REPORT

DISCLAIMER

A. THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT Lots 15, 20, 21
 of Woodside Acres (STREET ADDRESS) IN THE Wausau (CITY)VILLAGE (TOWN)
 OF Wausau COUNTY OF Winnebago, STATE OF
 WISCONSIN. THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION
 709.02 OF THE WISCONSIN STATUTES AS OF February (MONTH) 14 (DAY), 2017 (YEAR); IT IS NOT A
 WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PRINCIPAL IN THIS TRANSACTION AND
 IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PRINCIPALS MAY WISH TO OBTAIN.

OWNER'S INFORMATION

B.1 In this form, "am aware" means have notice or knowledge. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed or replaced would adversely affect the use of the property.

B.2 The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes any agent representing any principal in this transaction to provide a copy of this statement, and to disclose any information in the statement, to any person in connection with any actual or anticipated sale of the property.

B.3 The owner represents that to the best of his or her knowledge the responses to the following statements have been accurately noted as "yes," "no," or "not applicable" to the property being sold. If the owner responds to any statement with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the statement is "yes." *If a statement is instead answered by a third party expert's written information, check "See Expert's Report" and attach the information.*

B.4 If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium and any limited common elements that may be used only by the owner of the condominium unit being transferred.

PROPERTY CONDITION STATEMENTS*

	Yes	No	N/A	See Expert's Report
C.1. I am aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property.	___	<input checked="" type="checkbox"/>	___	___
C.2. I am aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition.	___	<input checked="" type="checkbox"/>	___	___
C.3. I am aware of a land division or subdivision for which required state or local approvals were not obtained.	___	<input checked="" type="checkbox"/>	___	___
C.4. I am aware that all or a portion of the property is in a floodplain, wetland, or shoreland zoning area under local, state, or federal regulations.	___	<input checked="" type="checkbox"/>	___	___
C.5. I am aware that all or part of the property is subject to, or in violation of, an agricultural conservation easement or a farmland preservation agreement with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) (also see item D. 2.), or under a county farmland preservation plan or enrolled in, or in violation of, a forest cropland, managed forest land (also see item D. 2m.), conservation reserve, or other comparable program.	___	<input checked="" type="checkbox"/>	___	___
C.6. I am aware of a boundary or lot dispute, an encroachment, an encumbrance, a joint driveway, or a violation of the fence laws under ch. 90, Wis. stats.	___	<input checked="" type="checkbox"/>	___	___
C.7. I am aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property.	___	<input checked="" type="checkbox"/>	___	___
C.8. I am aware of any condition constituting a significant health risk or safety hazard for occupants of the property.	___	<input checked="" type="checkbox"/>	___	___
C.9. I am aware of underground or aboveground fuel storage tanks on or previously located on the property. (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)	___	<input checked="" type="checkbox"/>	___	___
C.9m. I am aware that a dam is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners association, lake district, or similar group. (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	___	<input checked="" type="checkbox"/>	___	___

See
Expert's
Report

	Yes	No	N/A	See Expert's Report
C.10 I am aware of a defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.	—	X	—	—
C.11 I am aware that methamphetamine or other hazardous or toxic substances have been manufactured on the property.	—	X	—	—
C.12 I am aware of high voltage electric (100 kilovolts or greater) or steel natural gas transmission lines located on, but not directly serving, the property.	—	X	—	—
C.13 I am aware of defects in any well, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations	—	X	—	—
C.14 I am aware of defects in any septic system or other sanitary disposal system on the property or any out-of-service septic system that is not closed or abandoned according to applicable regulations.	—	X	—	—
C.15 I am aware of subsol conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal, high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, or slides; or excessive rocks or rock formations.	—	X	—	—
C.16 I am aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial action program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.	—	X	—	—
C.17 I am aware that there is no legal access to the property by vehicle from public roads.	—	X	—	—
C.18 I am aware that the property is subject to any of the following: a homeowners' association; a common area shared or co-owned with another; a zoning violation or nonconforming use; a right-of-way; a restrictive covenant; an easement, including a conservation easement; an easement maintenance agreement; or use of a part of the property by a nonowner, other than a recorded utility easement	X	—	—	—
C.19 I am aware that the property is located within a special purpose district, such as a drainage district, lake district, sanitary district, or sewer district, that has the authority to impose assessments against real property located within the district.	—	X	—	—
C.20 I have received notice of a property tax increase, other than a normal annual increase, or am aware of a completed or pending property reassessment or a proposed or pending special assessment.	X	—	—	—
C.21 I am aware of burial sites, archeological artifacts, mineral rights, orchards, or endangered species on the property.	—	X	—	—
C.22 I am aware of flooding, standing water, drainage problems, or other water problems on or affecting the property.	—	X	—	—
C.23 I am aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.	—	X	—	—
C.24 I am aware of significant odor, noise, water intrusion, or other irritants emanating from neighboring property.	—	X	—	—
C.25 I am aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased trees; or substantial injuries or disease in livestock on the property or neighboring property.	—	X	—	—
C.26 I am aware of existing or abandoned manure storage facilities.	—	X	—	—
C.27 I am aware that the property is subject to a mitigation plan required under administrative rules of DNR related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.	—	X	—	—
C.28 I am aware that a pier attached to the property is not in compliance with state or local pier regulations. See http://dnr.wi.gov/ for information.	—	X	—	—
C.29 I am aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.	—	X	—	—
C.30 I am aware of other defects affecting the property.	—	X	—	—

See
Expert's
Report

ADDITIONAL INFORMATION

Yes No N/A

D.1 Use-Value Assessments. The use-value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a nonagricultural use, such as residential or commercial development, that person may owe a conversion charge. To obtain more information about the use-value law or conversion charge, contact the Wisconsin Department of Revenue's (DOR's) equalization section at (608) 266-2149 or visit: <http://www.revenue.wi.gov/fags/sll/useassmnt.html>.

- a. I am aware that all or part of the land has been assessed as agricultural land under § 70.32(2r), Wis. stats. ___ X ___
- b. I am aware that the owner has been assessed a use-value conversion charge under § 74.485(2), Wis. stats. ___ X ___
- c. I am aware that the payment of a use-value conversion charge has been deferred under § 74.485(4), Wis. stats. ___ X ___

D.2. Farmland Preservation Early termination of a farmland preservation agreement or removal of land from a farmland preservation agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. For more information, call (608) 224-4500 or visit: <http://workinglands.wi.gov>.

- a. I am aware that the property is subject to a farmland preservation agreement. ___ X ___

D.2m. Managed Forest Land. The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit: <http://dnr.wi.gov/forestry>.

- a. I am aware that all or part of the property is enrolled in the managed forest land program. ___ X ___

D.3. Utility Connections. I am aware that the property is connected to the following utilities on the property or at the lot line:

- a. Electricity. ___ X ___
- b. Municipal water. ___ X ___
- c. Telephone. ___ X ___
- d. Cable television. ___ X ___
- e. Natural gas. ___ X ___
- f. Municipal sewer. ___ X ___

we Engaged to install electric, gas, telephone, cable in April 2017 (weather permitting)

D.4. The owner has owned the property for 2 years.

D.5. Explanation of "yes" responses. (See B.3) CIS - Homeowner Assoc. for Ditch - Stormwater Pond
C20 - Lots will be taxed separately for 2017 due to Plat recorded in Feb.
lot owners to pay the sewer hook up fee when building permit issued (Nov/14)
owner to pay for 1st NOTICE REGARDING SEX OFFENDER REGISTRY list of asphalt in 2017.

E The prospective buyer may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at (608) 240-5830 or by visiting <http://www.widocoffenders.org>.

OWNER'S CERTIFICATION

F The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner By: [Signature] David Winkel, sole maker Date 2/11/17

CERTIFICATION BY PERSON SUPPLYING INFORMATION

G. A person other than the owner certifies that he or she has supplied information on which the owner relied for this report and that that information is true and correct to the best of that person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____
Person _____ Items _____ Date _____
Person _____ Items _____ Date _____

NOTICE REGARDING ADVICE OR INSPECTIONS

H. THE PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTIONS, DEFECTS, OR WARRANTIES.

BUYER'S ACKNOWLEDGEMENT

I.1. The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as floodplain status.

I.2. I acknowledge receipt of a copy of this statement.

Prospective Buyer _____ Date _____
Prospective Buyer _____ Date _____
Prospective Buyer _____ Date _____

NOTE: All information appearing in this Vacant Land Disclosure Report is purely of a supplemental nature and is not required pursuant to Section 709.033 of the Wisconsin Statutes. Copyright © 2014 by Wisconsin REALTORS® Association. Drafted by Attorney Debra Peterson Conrad. No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

D.5 Explanation of "yes" responses (See B.3.) C.18-Homeowners Assoc. for Outlot 1 - Storm water pond. C20 - Lots will be taxed separately for 2017 due to Plat recorded in 2016. Lot owners to pay the sewer hook up fees when building permit is issued (\$1,000 per lot). Owner to pay for first lift of asphalt in 2017.