

**Declaration of Conditions, Covenants, and Restrictions for the
REPLAT OF LOTS 3–8, 20–24, 27–32, 36–41 and 44–48 of
Clearwater Creek**

CITY OF APPLETON

This declaration is made the 13th, day of December, 2006, by Clearwater Creek, LLC, a Wisconsin corporation (“Developer”).

1. No building erected elsewhere shall be moved onto any lot or lots.
2. No permanent structures (including, without exclusion of others, trailers, basement without residence above, tent, shack, garage, or barns of any kind) will be permitted for dwelling purposes.
3. No long term exterior storage (in excess of 30 days) of boats, motor homes, trailers, campers, RV’s or vehicles of any kind permitted on lots within this subdivision.
4. All structures to be erected in the Subdivision shall have a pleasing and harmonious external design. Any dwelling which fails to conform to the following minimum specifications shall not be permitted on any lot:
 1. Minimum roof pitch shall be 8/12
 2. All homes shall have a minimum of ¾ masonry fronts.
 3. The minimum square footage of the main structure, exclusive of open porches, breezeways, and garages shall be not less than the following:
 - i. All Lots in the re-plat now numbered as follows: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23.

<u>Dwelling Type</u>	<u>Minimum Size</u>
One story above grade	2,000 square feet
Story and a half above grade	2,200 square feet
Two story above grade	2,400 square feet
5. Every house shall have a foundation below frost line. All dwellings shall have not less than a two-car garage attached thereto.
6. No residence shall be erected in the plat until the final plans and site plans for each building have been approved in writing by the proprietors of this Plat or by such person or persons as they may delegate, provided, however, that when a residence is completed it shall be conclusively presumed that this covenant has been complied with.
7. No fence shall be erected upon any lot in the plat without express written approval of the plat proprietors or their delegates.
8. All buildings shall be started on the grade established by the City Engineer of the City of Appleton. Setback lines shall conform to local zoning regulations except that Declarant may, in promoting overall harmony, establish other requirements in addition to such regulations.
9. 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.
10. One single-story storage shed shall be allowed per lot. Said shed shall be located to the rear of the dwelling on said lot, shall have a maximum storage area not to exceed 144

square feet, and shall be constructed in a style and of materials that are similar to those used in the construction of the dwelling located on said lot.

11. 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.
12. The covenants and restrictions herein contained shall be in effect for a term of twenty (20) 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 the office of the Register of Deeds for Outagamie County.
13. No horse, cattle, swine, sheep, goats, or live poultry of any kind, nor more than two pets, shall be kept on any lot in this plat.
14. No nuisance shall be maintained or suffered to exist in the plat
15. Driveways to be of concrete or brick pavers and must be completed within one year after the curb and gutter is installed.
16. These covenants are enforceable by the proprietors of the plat and/or the owner of any lot in the subdivision by injunctive relief as well as any and every other legal right.
17. All fill and/or topsoil from plat must remain in the subdivision. Any fill or topsoil stockpiled within the subdivision is the property of the subdivision developer and is not part of the sale of the lot on which it is stockpiled. No fill or topsoil may be hauled out of this subdivision without permission of the developer.
18. All decisions of the developer shall be enforceable against any lot owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of the 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.
19. 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. According, such 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 based upon the legal or ethnic status of such lot owner, including without limitation sovereign immunity, this declaration serving as full and adequate public notice of said waiver. Said waiver shall apply to the terms, conditions and encumbrances established in this declaration, together with any future liens, claims easements or encumbrances expressly permitted hereunder.
20. 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.
21. 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 another property owner or so

