

THE CISCEL SR. FAMILY TRUST, DATED  
MARCH 1, 1999, ROBERT WILLIAM CISCEL, SR.  
OR MARY ANN CISCEL, TRUSTORS AND ROBERT  
WILLIAM CISCEL SR. OR MARY ANN CISCEL,  
TRUSTEES AND MICHAEL R. SCHAEFER

DECLARATION OF  
PROTECTIVE  
COVENANTS

TO

THE PUBLIC

RE: Lot 1 of HARBOR VILLAGE PLAT and Lots 2 through 41 of 1<sup>ST</sup> ADDITION  
TO HARBOR VILLAGE PLAT, all being part of the Southeast 1/4 of the  
Northeast 1/4 and part of the Northeast 1/4 of the Northeast 1/4, Section 11,  
Township 18 North, Range 15 East, Town of Omro, Winnebago County,  
Wisconsin (the "Subject Lots").

The Ciscel Sr. Family Trust, Dated March 1, 1999, Robert William Ciscel, Sr. or Mary  
Ann Ciscel, Trustors and Robert William Ciscel, Sr. or Mary Ann Ciscel, Trustees and  
Michael R. Schaefer collectively (the "Declarant"), being the owner of the above-described real  
estate hereby makes the following Declaration of Protective Covenants for the purpose of  
insuring the orderly and harmonious development of said real estate and imposing certain  
requirements, restrictions and limitations upon the use and occupancy thereof. The Protective  
Covenants imposed by this Declaration shall be perpetual in nature, run with the land and be  
binding upon and inure to the benefit of all future owners of said real estate.

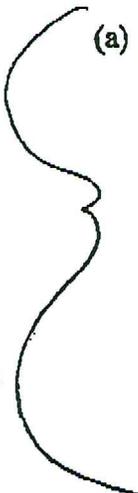
1. Residential Use. The Subject Lots shall be used only for single family residential  
purposes. No portion thereof may be used for any business or commercial purpose.

2. Dwelling Size. The floor area of a dwelling, exclusive of open porches,  
basements and garages, shall be not less than the following:

(a) Lot 1 of HARBOR VILLAGE PLAT and Lot 2 of the 1<sup>ST</sup> ADDITION TO  
HARBOR VILLAGE PLAT:

- (1) For a one-story dwelling, two thousand two hundred (2,200) square feet;
- (2) For a two-story dwelling, including a bi-level, one thousand six hundred  
(1,600) square feet on the lower level and an additional eight hundred  
(800) square feet on the upper level;
- (3) For a tri level dwelling, two thousand (2,000) square feet on the upper two  
levels (other than the ground floor level).

Lake  
Lots  
Only



(b) Lot 3 through 41 of 1<sup>st</sup> ADDITION TO HARBOR VILLAGE PLAT:

- (1) For a one-story dwelling, one thousand four hundred (1,400) square feet;
- (2) For a one and one-half or conventional two-story dwelling, a total of one thousand eight hundred (1,800) square feet on all levels;
- (3) For any other multiple level dwelling, including a bi-level or quad-level dwelling, a total of two thousand (2,000) square feet on all levels.

3. Garages. The construction of each dwelling shall include not less than a two (2) car attached garage, which garage shall have an area of not less than five hundred seventy-six (576) square feet. No garage shall be more than thirty-six (36) feet in width.

4. Building Location. Each structure constructed on the Subject Lots shall comply with all applicable set-back requirements, unless a variance is obtained from each municipality having zoning jurisdiction and the Architectural Control Committee.

5. Number of Buildings. No building shall be located on the Subject Lots except a dwelling with attached garage; provided, however, the Architectural Control Committee shall have the right to authorize a storage building with a floor area not in excess of one hundred sixty (160) square feet or a boathouse with a floor area not in excess of four hundred (400) square feet, in its sole discretion, with such restrictions, conditions and limitations as it may deem appropriate. No more than one (1) outbuilding shall be allowed on any Lot. No storage building or boathouse shall be in excess of ten (10) feet in height or made of metal. The exterior of any building permitted under this paragraph shall be comparable in design, material and colors with the exterior of the dwelling, as determined by the Architectural Control Committee.

6. Relocation of Buildings. No building may be moved to any of the Subject Lots without the approval of the Architectural Control Committee. Such approval shall be obtained prior to the time that such building has moved onto a public highway with the intention of relocating it to such Lot.

7. Exterior of Buildings. The exterior of all natural wood buildings on any of the Subject Lots shall be stained with a non-transparent stain or painted within one (1) year of the commencement of the construction of said building; and no natural weathering exterior material or logs or log siding shall be installed on any building on any Lot. The roof of each structure shall be of an earth tone color unless otherwise expressly authorized by the Architectural Control Committee.

8. Completion of Dwelling. The exterior of the dwelling shall be completed in accordance with the plans and specifications submitted to the Architectural Control Committee within one (1) year from the commencement of construction.

9. **Installation of Maintenance and Lawns.** The open space of each of the Subject Lots shall be planted as a conventional grass lawn within one (1) year from the commencement of construction of the dwelling. All lawn areas shall be mowed and otherwise properly maintained on a regular basis.

10. **Landscaping.** Each of the Subject Lots shall be landscaped within one (1) year from the commencement of construction of the dwelling. A landscape plan shall be submitted to the Architectural Control Committee for approval prior to the commencement of landscaping. At least five (5) shade trees with a minimum diameter of at least two (2) inches shall be retained on each Lot or planted within one (1) year from the commencement of construction of the dwelling. Any tree which dies shall be promptly replaced with another tree of at least the minimum size required by this paragraph.

11. **Excess Excavation Dirt.** The Architectural Control Committee shall have the right to elect to have any excess dirt from any excavation deposited on such other Lot or Lots within the proposed Harbor Village Plat as may be designated by the Architectural Control Committee at no expense to the Architectural Control Committee or the Declarant.

12. **Driveways and Approaches.** All driveways, approaches and culverts shall be surfaced with concrete or asphalt within one (1) year from the commencement of construction of the dwelling. An asphalt driveway approach shall be installed within six (6) months after the installation of the finished street. Each driveway shall have a culvert which shall be a minimum of twenty-four (24) feet in length and have a diameter of eighteen (18) inches.

13. **Exterior Maintenance.** The owner of each of the Subject Lots shall maintain the exterior of all structures, and all driveways and sidewalks in a good state of repair and shall properly maintain all trees, shrubs and other landscaping. All grass clippings, fallen branches, brush and other yard waste shall be promptly removed from the Lot. The owner shall take reasonable precautions to avoid the transmission by surface water run-off of nutrients and pollutants such as pet waste, commercial fertilizers, herbicides, soil sediment and lawn clippings into Lake Butte des Morts.

14. **Underground Utilities.** All gas, electrical, telephone, television and other utility lines or cables serving the Subject Lots and the improvements located therein shall be laid underground.

15. **Easements.** Easements for the installation and maintenance of utilities and cable television are reserved within the set-back areas of each Lot of the Subject Lots. Easements for drainage facilities required by the Declarant, the Town of Omro or Winnebago County are also reserved over the set-back areas of each Lot. The actual location of such easements shall be determined at the time the utilities and/or drainage facilities are installed. No structure, planting or other materials shall be placed or permitted to remain in an easement area which may damage or interfere with the installation and maintenance of any utility, change the direction of flow in any drainage channel or obstruct or retard the flow of water in any drainage channel. The easement area of each Lot and all improvements in it shall be maintained continuously by the

owner of the Lot, except for improvements for which a public authority or utility company is responsible. The storm drainage and grading plan for each Lot shall be approved by the Architectural Control Committee, the Town of Omro and Winnebago County and all owners shall comply with such plan. The Architectural Control Committee shall have the right, at any time, to determine the direction of the drainage flow and require the owner(s) to grade any drainage easement on a Lot accordingly at the expense of the owner(s); provided such determination does not conflict with the current drainage and grading plan on file with the Town of Omro and Winnebago County.

16. Antennas, Satellite Dishes and Other Equipment. No ham radio antennas, radio towers or similar equipment shall be permitted on any of the Subject Lots. No satellite television antenna shall be located on any Lot if the diameter of the dish is in excess of two (2) feet. Satellite television antennas of a smaller size may be installed only with the prior permission of the Architectural Control Committee and may be subject to such restrictions, conditions and limitations as the Architectural Control Committee deems appropriate. No other mechanical or electrical equipment or apparatus which is larger than two (2) feet in height or two (2) feet in width may be installed, operated or stored on any Lot without the prior written authorization of the Architectural Control Committee.

17. Signs. No signs of any kind shall be displayed to the public view, except: (a) signs used by the developer to advertise the sale of lots; (b) signs used by a builder to advertise newly constructed dwellings for sale; or (c) one sign of not more than eight (8) square feet used by the owner of a Lot or a realtor to advertise the Lot and improvements for rent or sale.

18. Alternative Energy Devices. The design, use or placement on a Lot of any alternative energy device, such as solar panels or other sun collecting devices, windmills or vertical wind turbines shall be subject to the approval of the Architectural Control Committee, which shall have authority to refuse permission to construct any such device.

19. Nuisances. No noxious or offensive activity shall be carried on upon any of the Subject Lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

20. Vehicle Restrictions. No inoperable, partially dismantled, wrecked, junked, discarded or unlicensed motor vehicle shall be allowed to remain on any of the Subject Lots outside of a building longer than seven (7) days. No commercial vehicles other than a pickup truck or standard sized van may be parked on a Lot or the adjacent street on a regular basis. The intent of the restriction contained in the previous sentence is to prohibit the presence of cargo vans, box trucks, semi-tractors, dump trucks and other large commercial vehicles whose presence detracts from the residential nature of the neighborhood.

21. Outside Storage of Certain Items Prohibited. No construction or similar equipment; mobile home; motor home; camper; removable camper top; trailer; fishing shanty; boat on a trailer; snowmobile on a trailer; movable boat lift or other item of similar nature shall

be permitted on any Lot for a period of more than two (2) weeks unless kept in a garage completely enclosed.

22. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except: (a) not more than two (2) dogs; (b) not more than two (2) cats; (c) fish in aquarium; and (d) other household pets confined exclusively to the interior of the dwelling. No animals of any kind may be kept, bred or maintained for any commercial purpose on any Lot. Any dog kennel or similar facility shall be located inside the garage. Any outside fenced exercise area connected to the kennel is permitted. No pit bull or rottweiler dog is permitted.

23. Pools and Spas. No above ground pool shall be prohibited on any of the Subject Lots. No inground pool or whirlpool spa shall be located outside of a dwelling without the approval of the Architectural Control Committee. The Architectural Control Committee shall have the right to deny approval of any inground pool or whirlpool spa or impose such requirements, restrictions, conditions and limitations as it may, in its sole discretion, deem appropriate.

24. Fence Restrictions. No fence shall be permitted on any of the Subject Lots without the prior approval of the Architectural Control Committee. The foregoing restrictions shall not apply to any legally required fencing around an inground pool.

25. Garbage/Recyclables. Garbage which is not recyclable shall be kept in properly covered containers or inside sealed plastic bags. Newspapers, cardboard and other recyclables shall be sorted, stored and disposed of in the manner required by applicable recycling rules and regulations. Garbage and recyclables shall not be placed on the curb more than twenty-four (24) hours prior to the designated pickup time. All empty garbage cans and recycling containers shall be removed from the curb within twenty-four (24) hours of being emptied.

26. Architectural Control Committee. No structure, landscaping or substantial improvement of any kind shall be erected, placed or altered on any of the Subject Lots until the construction plans and specifications and plot plan showing the location of such improvements have been approved by the Architectural Control Committee as to color, type and quality of materials, quality of workmanship, location, height, grade elevation and harmony of exterior design with the neighborhood, surrounding structures and existing topography.

(a) Membership. The Architectural Control Committee shall be composed of Robert W. Ciscel, Mary Ann Ciscel and Paul R. Getchel. Each member of the Architectural Control Committee shall have the right to resign at any time. In the event of death or resignation of any member of the Committee, the remaining member(s) shall have full authority to designate a successor. A majority of the Architectural Control Committee may designate a representative to act for it.

(b) At least ten (10) days prior to commencement of construction of any structure, landscaping or other substantial improvement on any Lot, one (1) copy of the plans, specifications and plot plan showing the proposed location of such

structure, landscaping or improvement shall be submitted to the Architectural Control Committee. The Architectural Control Committee's approval or disapproval shall be in writing in a document which can be recorded and signed by one (1) member of the Architectural Control Committee. In the event that a majority of the Architectural Control Committee fails to approve or disapprove the plans and specifications within thirty (30) days after receipt of same by any member of the Architectural Control Committee, approval shall not be required and this paragraph of these Protective Covenants shall be deemed to have been fully complied with. The Architectural Control Committee shall retain one (1) copy of all approved plans and specifications until construction is completed. The Architectural Control Committee shall have the right to waive compliance with the requirements of this paragraph for certain types or classes of structures, landscaping or improvements.

27. Property Owner's Association/Maintenance and Upkeep. The Declarant, the owners of the Subject Lots and the owners of Lots 1 through 4 of Certified Survey Map No. 3701 shall form a Property Owner's Association (the "Association") for the purpose of maintaining any boulevards, boulevard lighting, private roads, subdivision signage or other common areas or facilities. Each owner of a Lot shall automatically be a member of the Association and shall be obligated to abide by such rules and/or regulations as the Association may establish from time to time.

The Association shall be responsible for the maintenance, repair and upkeep of all common areas and facilities within this Plat. In the event the Association defaults in its duty, the Declarant shall have the right to undertake any required maintenance, repairs or upkeep and to charge the cost thereof to the Association. In the event both the Association and the Declarant default in their duty, the Town of Omro shall have the right to undertake any required maintenance, repairs or upkeep and to charge the cost thereof to the Association or to levy a proportionate share of such cost against each developed lot as a special assessment or charge on the real estate tax bill for such Lot.

28. Property Owner/Association Assessments. The Association shall have the right to charge an equal share of all reasonable and necessary costs incurred by the Association to the owner(s) of each of the Subject Lots and Lots 1 through 4 of Certified Survey Map 3701. The amount of the assessment shall be computed by dividing the cost for which the assessment is being made by the number of developed lots existing at the time of the assessment subject to the assessment (currently 1/46th). The assessments may be made on the basis of costs actually incurred by the Association or annually on the basis of the estimated costs for the following year. The Declarant, or its successor shall be responsible for the assessment of any lot which is platted but not sold. The assessment shall apply to all lots, whether or not a residence has been constructed on said lot. Notwithstanding anything contained in these Protective Covenants to the contrary, the method of assessment shall not be amended so as to provide that the amount of the assessment on a Lot is increased over the amount determined under the foregoing method without the written consent of the owner(s) of all lots receiving an increased assessment.

Any assessment not paid within thirty (30) days of billing shall bear interest at the rate of twelve percent (12%) per annum, until paid. In the event a member of the Association is in default in the payment of any assessment for a period of more than thirty (30) days, the Association may bring suit to enforce collection of the delinquent assessment and all costs of such proceeding, including reasonable attorney's fees, shall be the responsibility of its member in default.

29. Term, Amendments, Enforceability and Severability. These Protective Covenants shall run with the land and shall be binding upon and inure to the benefit of the owners of the Subject Lots and all persons claiming under them for a period of twenty-five (25) years from the date these Protective Covenants are recorded. Thereafter, these Protective Covenants shall be automatically extended for successive ten (10) year periods, unless otherwise indicated in a written declaration signed by the then owners of a majority of the Subject Lots and recorded in the office of the Winnebago County Register of Deeds. These Protective Covenants may be amended in whole or in part at any time by a document signed by the owners of two-thirds (2/3) of the Subject Lots and recorded in the Office of the Winnebago County Register of Deeds. The owner of any of the Subject Lots shall have the right to enforce these Protective Covenants by injunction or other lawful procedure and to recover any damages resulting from a violation thereof. The invalidation of any portion of these Protective Covenants by judgment or a court order shall in no way affect any of the other provisions, which provisions shall remain in full force and effect. The termination of these Protective Covenants shall not result in the termination of, or otherwise affect, any other covenants, easements or restrictions affecting the Subject Lots, including those of any plat of which the Subject Lots become a part.

*IN WITNESS WHEREOF*, the undersigned have caused these Protective Covenants to be executed on the day and year set forth above.

THE CISCEL SR. FAMILY TRUST, DATED  
MARCH 1, 1999

By: Robert William Ciscel Trust  
Robert William Ciscel, Trustee

By: Mary Ann Ciscel, Trustee  
Mary Ann Ciscel, Trustee

Michael R. Schaefer  
Michael R. Schaefer, Owner of Lot 1 of Harbor  
Village Plat

ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 )SS  
Riverside COUNTY )

Personally came before me this 23 day of January, 2000, the above-named Robert William Ciscel and Mary Ann Ciscel, Trustees of The Ciscel Sr. Family Trust Dated March 1, 1999 to me known to be the persons who executed the foregoing instrument and acknowledged the same.



C. Contreras

Notary Public, State of California  
My commission expires December 13, 2002

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 )SS  
WINNEBAGO COUNTY )

Personally came before me this 22nd day of March, 2000, the above-named Michael R. Schaefer to me known to be the person who executed the foregoing instrument and acknowledged the same.

Paul R. Schaefer

Notary Public, State of Wisconsin  
My commission expires 10-28-01

This document was drafted by:  
Russell J. Reff, Attorney at Law  
Reff, Baivier, Bermingham, Zierdt & Lim, S.C.  
217 Ceape Avenue, P.O. Box 1190  
Oshkosh, WI 54903-1190

WISCONSIN REALTORS' ASSOCIATION  
4801 Forest Run Road  
Madison, Wisconsin 53704

**REAL ESTATE CONDITION REPORT - V**

1 **PROPERTY OWNER:** Mary Ann Cleveland  
2 **PROPERTY ADDRESS:** Harbor Village Subdivision, Town of Oshkosh, Wisconsin  
3 **OWNER HAS OWNED THE PROPERTY FOR** 10 **YEARS.**  
See Lines 63-70 on page two.

- 4 **CIRCLE ONE ANSWER:** Explain any "yes" or "unsure" answers in the blank lines following question #21.
- |  | yes | no | unsure |
|--|-----|----|--------|
| 5 (1) Are you aware of planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property?  | yes | no | unsure |
| 6 (2) Are you aware of any government agency or court order requiring repair, alteration or correction of any existing condition?  | yes | no | unsure |
| 7 (3) Are you aware of any completed or pending Property tax reassessments of the Property?  | yes | no | unsure |
| 8 (4) Are you aware of any land division involving the Property, for which required state or local approvals were not obtained?  | yes | no | unsure |
| 9 (5) Are you aware of any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal regulations?   | yes | no | unsure |
| 10 (6) Are you aware of any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation Plan, or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program?  | yes | no | unsure |
| 11 (7) Are you aware of any boundary disputes or material violation of fence laws (Wis. Stats. Ch. 90) which require the erection and maintenance of legal fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes?   | yes | no | unsure |
| 12 (8) Are you aware of material violations of environmental rules or other rules or agreements regulating the use of the Property?  | yes | no | unsure |
| 13 (9) Are you aware of conditions constituting a significant health or safety hazard for occupants of Property?   | yes | no | unsure |
| 14 (10) Are you aware of underground storage tanks on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil?   | yes | no | unsure |
| 15 (11) Are you aware of underground storage tanks for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil, previously located on the Property?   | yes | no | unsure |
| 16 (12) Are you aware of high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property?   | yes | no | unsure |
| 17 (13) Are you aware of wells on the Property required to be abandoned (Wis. Adm. Code NR 112.26) but which are not abandoned according to state regulations?   | yes | no | unsure |
| 18 (14) Are you aware of cisterns or septic tanks on the Property?   | yes | no | unsure |
| 19 (15) Are you aware of subsurface conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property? | yes | no | unsure |
| 20 (16) Are you aware of a lack of legal vehicular access to the Property from public roads?   | yes | no | unsure |
| 21 (17) Are you aware of prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program? (Wis. Stats. 984.73).  | yes | no | unsure |
| 22 (18) Are you aware of any other conditions or occurrences which would significantly increase the cost of development or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence?  | yes | no | unsure |
| 23 (19) Land sold with the property has been assessed as agricultural land under Wis. Stat. 70.32 (2r) (use-value assessment).   | yes | no | unsure |
| 24 (20) Land sold with the property has been assessed a penalty under Wis. Stat. 70.32(2) (use-value assessment).  | yes | no | unsure |
| 25 (21) Land sold with the property has been assessed a penalty under Wis. Stat. 70.32(4) (use-value assessment) which has been deferred.  | yes | no | unsure |

EXPLANATIONS OF "YES" OR "UNSURE" ANSWERS  
(1) Each lot will have a sewer & municipal water assessment to be paid by Buyer.

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the internet at <http://www.wisconsin.gov/corrections> or by phone at 877-234-0085. The Owner certifies that the information in this report is true and correct to the best of Owner's knowledge as of the date below.

53 (X) Mary Ann Cleveland 06/23/2006 Date  
54 Signature

55 Broker certifies that Broker has inspected the property and unless otherwise indicated, Broker is not aware of any defects other than those disclosed by this report or of information inconsistent with this report. 06/23/2006 Date

56 Coldwell Banker Schwab Realty By  
57 Broker

58 I acknowledge receipt of a copy of this report. (X) Signature

59 (X) Signature