

**DECLARATION OF THIRD AMENDMENT
to
COVENANTS, CONDITIONS and RESTRICTIONS
for
LIBERTY HEIGHTS SUBDIVISION**

THIS DECLARATION of AMENDED Conditions, Covenants and Restrictions for LIBERTY HEIGHTS SUBDIVISION, City of Neenah, Winnebago County, Wisconsin, is being made by Brighton Pointe, LLC, a Wisconsin Limited Liability Company, Developer and owner of the following described real estate in the City of Neenah, County of Winnebago, State of Wisconsin

The Plat of LIBERTY HEIGHTS SUBDIVISION was recorded in the Office of the Register of Deeds of Winnebago County in Cabinet Four (4) of Plats, Page 56, April 25, 2004, as Document No. 1395539. Declaration of Covenants, Conditions and Restrictions for LIBERTY HEIGHTS SUBDIVISION was recorded in the Office of Deeds for Winnebago County, April 25, 2006, as Document No. 1395540.

DECLARATION of AMENDMENT to Covenants, Condition, and Restrictions for **LIBERTY HEIGHTS SUBDIVISION** was recorded in the Office of the Register of Deeds of Winnebago County June 22, 2006 as Document No. 1402200.

DECLARATION of SECOND AMENDMENT to Covenants, Condition, and Restrictions for **LIBERTY HEIGHTS SUBDIVISION** was recorded in the Office of the Register of Deeds of Winnebago County July 2, 2008 as Document No. 1476357 and affects the following Real Estate:

Lots One (1) through Sixty-nine (69), inclusive, and Lots Seventy-one (71) through One Hundred Thirty (130), inclusive, Outlot Three (3), and Outlot Five (5),
LIBERTY HEIGHTS SUBDIVISION, City of Neenah, Winnebago County, Wisconsin.

Brighton Pointe, LLC, Developer and Owner, hereby makes the following **THIRD AMENDMENT** to the Declaration of Covenants, Conditions, and Restrictions of LIBERTY HEIGHTS SUBDIVISION 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, and to the extent necessary, we do adopt and ratify the aforementioned Declaration of Covenants, Conditions, and Restrictions for LIBERTY HEIGHTS SUBDIVISION, City of Neenah, Winnebago County, Wisconsin, and amendments as recorded.

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REGISTER'S OFFICE
WINNEBAGO COUNTY, WI
RECORDED ON
06/03/2011 02:31PM
JULIE PAGEL
REGISTER OF DEEDS
RECORDING FEE 30.00
TRANSFER FEE
OF PAGES 8

Return to:
Jason A. Haen
2525 South Oneida Street
Appleton WI 54915

1. **PURPOSE** The purpose of these covenants, conditions and restrictions is to insure the 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 plans and specifications have been submitted to, and approved by, the 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 ½) stories in height, with additional limits and conditions as set forth herein. Only Single-Family residences of conventional construction shall be permitted. The front elevation of all residences shall be construction with a minimum of twenty per cent (20%) brick or stone. All exposed concrete on the front elevation shall be covered in the identical brick or stone used in the construction of the home.
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 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 not less than 484 square feet nor more than 1080 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 that 6/12 pitch.
8. **PARKING of VEHICLES** Snowmobiles, boats, trailers, semi tractors and trailers, mini-bikes, motorcycles, recreational vehicles, motor homes, campers, fish shanties, or any unlicensed, inoperable, or junk vehicles, shall not be stored on the property other than inside the garage. This restriction is not applicable during the period of construction on the lot.
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.

10. All lawns must be completed with one (1) year of occupancy.
11. **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) Lots Seven (7) through Nine (9), inclusive, Lot Eleven (11), Lot Twelve (12), Lots Fifteen (15) through Twenty-four (24), inclusive, Lot Thirty (30), Lot Thirty-one (31), Lot Ninety-three (93), Lot One Hundred (100), Lot One Hundred One (101), Lot One Hundred Three (103), Lot One Hundred Four (104), Lots One Hundred Nine (109) through One Hundred Seventeen (117), inclusive, Lot One Hundred Nineteen (119), Lot One Hundred Twenty (120), Lots One Hundred Twenty-Two (122) through One Hundred Thirty (130), inclusive, the ground floor of a one-story house shall be a minimum of 1350 square feet of living space.
 - b) Lots One (1) through Six (6) inclusive, Lot Ten (10), Lot Thirteen (13), Lot Fourteen (14), Lots Sixty-one (61) through Sixty-nine (69) inclusive, Lot One Hundred Eight (108), Lot One Hundred Eighteen (118) and One Hundred Twenty One (121), the ground floor of a one-story house shall be a minimum of 1500 square feet of living space. For all other lots in LIBERTY HEIGHTS SUBDIVISION, the ground floor of a one-story house shall be a minimum of 1700 square feet of living space.
 - c) Lots One (1) through Twenty-four (24), inclusive, Lot Thirty (30), Lot Thirty-One (31), Lots Sixty-one (61) through Sixty-nine (69), inclusive, and Lots One Hundred Four (104) through One Hundred Thirty (130), inclusive, shall be a minimum of 1700 square feet of living area in a One and one-half (1 ½) story house, Two (2) Story house, and Two and one-half (2 ½) story house. For all other lots in LIBERTY HEIGHTS SUBDIVISION, the minimum square feet of living space shall be 2000 square feet.
 - d) There shall be no bi-level homes.
 - e) The total living space of a split-level or quad-level house shall be a minimum of 2000 square feet of living space, exclusive of the basement area.
12. **TYPE of CONSTRUCTION** No used buildings or residences shall be moved onto any lot.
13. **STORAGE/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 as the residence. No story building or outbuilding may be greater than sixteen (16) feet by twenty (20) feet in size.

14. **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 the City of Neenah and the State of Wisconsin.
15. **DRIVEWAYS** All driveways are to be hard surfaced to the sidewalk, with concrete or blacktop, or similar surface, within one (1) year of home occupancy.
16. **DRAINAGE PATTERN** The landscaping of each individual lot shall comply with the Drainage Plan approved by the City of Neenah and on file at Neenah City Hall.
17. **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.
18. **ANTENNAS/SATELLITE DISHES** Radio and TV antennas, larger than 24" in diameter, are not allowed on the exterior of a building or on poles. Satellite dishes, larger than 24" in diameter, 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.
19. **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.
20. **ANIMALS** No animals, livestock, reptiles, birds, or poultry of any kind shall be raised, bred, or kept on any lot, except that two (2) dogs and two (2) 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.
21. **SUBDIVIDING** None of the lots may be subdivided or partitioned, except by the Developer.
22. **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 the roadway.
23. **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.

24. **PRECONSTRUCTION MAINTENANCE** Lot owners are responsible for the maintenance of their lots before construction begins. No trash, waste, weeds, woodpiles, or long grass is permitted.
25. **GROWTH and DEBRIS** The owners of each improved lot shall keep said lot, together with all lands lying to the 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 the 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.
26. **WALLS and FENCES** Walls or fencing, excluding hedge fences, shall be approved by the Developer on an individual basis.
27. **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.
28. **SIGNS** No sign of any kind shall be displayed to the public view on any lot except one professional sign, no larger than one square foot, or one sign no larger than five square feet advertising the property during the construction and/or sales period.
29. **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.
30. **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. Such disposition, as directed by the Developer, shall remain within the subdivision.
31. **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.

32. **OUTLOT ONE**

- (a) **PURPOSE** The purpose of Outlot One is to provide drainage detention/retention facilities for the lots in LIBERTY HEIGHTS SUBDIVISION and to provide open space and recreational opportunities for Lots 71 through 92, inclusive, adjacent to Outlot One.
- (b) **PROHIBIT USES, STRUCTURES, and ACTIVITIES** The following uses, structures, and activities are prohibited on Outlot One: filling, grading and excavating except for construction of utility crossings and drainage improvements or facilities; 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; the storage of vehicles, equipment, materials or personal property of any kind or nature; the use of motorized vehicles or motorized watercraft; and the feeding or harboring of waterfowl.
- (c) **PERMITTED USES and STRUCTURES** The following uses, structures and activities are permitted on Outlot One: hiking, and hiking trails and other passive recreational use and other use not prohibited or inconsistent with drainage facilities.
- (d) **OWNERSHIP** Outlot One shall be owned by Liberty Heights Subdivision Pond Owners Association, Inc., a Wisconsin non-stock, non-profit corporation (the Association), consisting of the owners of Lots 71 through 92, inclusive. Membership in the Association is mandatory. The Association shall obtain a general liability insurance policy with coverage limits not less than \$1,000,000.00, insuring against any claims, actions, or liabilities which may arise from the Association's ownership of Outlot One. The cost of this policy shall be allocated equally among the Association's members, and the members agree to pay their pro-rata share within fifteen (15) day of being invoiced.
- (e) **MANAGEMENT and MAINTENANCE** The management and maintenance of Outlot One and associated structures shall be the sole responsibility of the LIBERTY HEIGHTS SUBDIVISION POND OWNERS ASSOCIATION, INC., subject to the unqualified right of the City of Neenah to enter for inspection and to perform repairs and maintenance, as deemed necessary.
- Upon failure of the Homeowners Association to perform management and maintenance of Outlot One and associated structures, the Developer shall retain the right to perform such management and maintenance, again subject to the unqualified right of the City of Neenah to enter for inspection and to perform repairs and maintenance, again subject to the unqualified right of the City of Neenah to enter for inspection and to perform repair and maintenance as the City deems necessary. The payment for said management and maintenance shall be equally assessed among all of the members of the Homeowners Association, in accordance with subparagraph (e).
- (f) **COMMON EXPENSES** The Board of Directors of the Association shall determine the common expenses of the Associates, and shall prepare an annual operating budget for the Association in order to determine the amount of the common expenses chargeable to each Lot to meet the estimated common expenses of the Association for the ensuing year. The annual budget shall be in a minimum amount equal to 125% of the total of the net real estate property tax bills (excluding special assessments) for the outlot(s) or parcel(s) underlying the pond for the immediately preceding year, plus