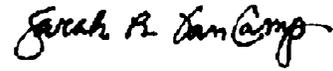


DECLARATION OF RESTRICTIVE
COVENANTS FOR FOX MEADOWS

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SARAH R VAN CAMP, REGISTER OF DEEDS
Return via **MAIL (REGULAR)**
GONNERING REALTY

Recording Area

Name and Return Address

Gonnering Realty
P.O. Box 74
Little Chute, WI 54140

Parcel Identification Number (PIN)

This Instrument was prepared by:

Attorney David J. Winkel

Neenah, WI 54956

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev 12/22/2010

DECLARATION OF RESTRICTIVE COVENANTS
FOR FOX MEADOWS

KG FUTURES GROUP, LLC
A Wisconsin Limited Liability Company

KG Futures Group, LLC, a Wisconsin limited liability company("Developer") does hereby declare and impose these restrictive covenants on that real estate located in the Town of Freedom legally described as follows (together the "Lots" or individually a "Lot"):

LEGAL DESCRIPTIONS

See Exhibit "A" attached.

RESTRICTIVE COVENANTS

1. No building erected elsewhere shall be moved onto any Lot or Lots.
2. From the date of Deed from the Developer to the owner of any Lot, each owner is required to commence construction of a dwelling on said Lot within Twenty-Four (24) Months. If a lot owner resells the lot, the date for construction of a building shall remain the date of original purchase and deed from the Developer to the first owner. From the date of visible commencement of construction, construction of each single and two-family dwelling shall be completed, including exterior and interior, within Twelve (12) months. If a Lot Owner is found by the Circuit Court to have violated any section of this Declaration; Developer has the right to buy the Lot from the then current Lot Owner for the price Developer originally sold the Lot for; all within 90 days of the Circuit Court finding of a violation.
3. No permanent structures (including, without exclusion of other, trailers, basement without residence above, tent, shack, garage, or barns of any kind) will be permitted for dwelling purposes. No long-term exterior storage of boats, motor homes, trailers, campers, RV's or commercial vehicles of any kind permitted on Lots. No parking or storage of commercial busses, trucks, or trailers shall be allowed on any Lot.
4. Lots numbered 1 through 12 and 41 through 88 shall be used for the purpose of single-family residences only. All single-family Lots require a minimum home size (exclusive of the garage and any open porches) to be 1,500 square feet , except Lots 41, 47 through 73 and 78 through 81 require 1,600 square feet and Lots 42 through 46 and 74 through 77 require 1800 minimum square feet; and Lots 6 through 12 and 82 through 88 shall require 1500 square feet. All roof pitch on structures shall be no less than 6/12. All single-family structures to have a minimum of 50 percent masonry, stone and/or vinyl shake on the front of the home facing the public street (corner lots only need on one side of home). No trees may be cut down on Lot 10 without the written consent of the Developer.
5. Lots numbered 13 through 34 and 89 through 94 shall be used for two-family residences only. All two-family residences, (each unit exclusive of the garage and any open porches) shall have a minimum of 1,400 square feet per side if it is a ranch or split-level style duplex. In the case of one and one-half stories or two stories the minimum floor level on the first floor shall be 1,000 square feet and 500 square feet on the second level with the total being at least 1,500 square feet per side exclusive of open porches or garages. All roof pitch on structures shall be no less than 6/12. All two-family residences to have a minimum of 40 percent masonry, stone and/or vinyl shake on the front of the home facing the public street.

6. Every house shall have a basement foundation of at least 7 feet 8 inches of clearance under the entire house. All dwellings shall have not less than a two-car garage nor greater than a four-car garage attached thereto. No detached garages are allowed in the subdivision.
7. No residence shall be erected on a Lot until the final plans and site plans for each building have been approved in writing by the Developer 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.
8. No fence shall be erected upon any Lot without express written approval of the Developer.
9. All buildings shall be started on the grade established and approved by the Developer. Setback lines shall conform to local zoning regulations except that the Developer may, in promoting overall harmony, establish other requirement in addition to such regulations.
10. 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. Side Lot and rear Lot drainage ways and easements and ditches adjacent to public streets shall not be filled nor have their grades altered by owners of Lots.
11. One single-story storage shed shall be allowed per single-family residence Lot or one per each unit for two-family residences. Shed plans and specifications shall be submitted to the Developer for approval in writing at least thirty (30) days prior to commencement of construction. Said shed shall be located to the rear of the dwelling on said Lot, shall have a maximum storage area not to exceed 180 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; which dwelling must be constructed before a shed may be constructed.
12. 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.
13. The covenants and restrictions herein contained shall be in effect for a term of twenty (20) years from the date this Declaration is recorded with the Register of Deeds, 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 by the Developer in the office of the Register of Deeds for Outagamie County.
14. All landscaping, including grass, lawn, trees, and shrubs, to be completed within 18 months of beginning construction of the dwelling.
15. All garbage and recyclable containers to be stored inside except during garbage days.
16. 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.
17. No nuisance shall be maintained or allowed to exist on any Lot.
18. Driveways to be of concrete or brick paver and must be completed within one year after the curb and gutter is installed for all existing developed Lots and within 18 months of the start of construction on all other Lots. Driveway aprons shall be concrete only.
19. These covenants may be enforced by the Developer, or by any Lot owner, in the Circuit Court for Outagamie County by means of an action for monetary damages and/or action for equitable relief in terms of affirmation or negative injunctions, in recognition that there may be no adequate remedy at law in the form of monetary damages. Any persons or entities violating these covenants shall be liable to the Developer, or the Lot owner bringing the enforcement action, for its actual costs, expenses, and reasonable attorney's fees for the successful enforcement of any one or more of these covenants.

20. Prior to bringing an action for enforcement in Circuit Court, any party seeking to enforce these covenants shall first submit a written notice, to the alleged violating party, stating the nature of the violation claimed to exist and the requested remedial action sought. Such notice can be conveyed by any method or means to the violating party and enforcement action may be filed in Circuit Court anytime following 10 days from the issuance of such written notice of violation to the violating party.

21. Any excess fill and/or topsoil from development of individual Lots in the subdivision shall be the responsibility of the individual property owner to remove from their Lot and shall not be placed on any other property within the subdivision except if the Developer directs in writing.

22. All decisions of the Developer shall be enforceable against any Lot owner if made in good faith exercise of the judgment or discretion of the Developer so long as such decision is not clearly in conflict with the express provisions of this 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.

23. 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, 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 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.

24. 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.

25. 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 any property owner or so as to restrict the use or enjoyment of any other Lot by any other Lot owner. Each Lot owner is responsible for maintaining established grade. Any walkouts or exposed windows from lower level must have Developer or designing engineer approval.

26. Satellite dishes shall be no more than 36" in diameter, shall be mounted on the principal structure, and shall not be visible from the public street the residence is located on. All other TV antennas must be contained within the home and not mounted on the roof.

27. Some Lots have had fill placed on them; and/or may have unstable soils. As such, basement foundations and/or garage foundations may have to be placed deeper than normal. In such cases, excavation may have to go deeper than normal to arrive at virgin clay/**stable soil**. Alternatively, geotechnical services and/or civil engineering services may be required for proper foundation design and installation if virgin clay is not obtainable. All the costs of all of the above shall be borne by the Lot Owner.

28. The land on all side and rear Lot lines of all Lots shall be graded by the property owner and maintained by the abutting property owners to provide adequate drainage of surface water.

29. No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along Lot lines or any street line. Disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

30. The Lot owner (except the Developer) is required to perform all necessary maintenance and upkeep of the Lot prior to construction, including keeping the Lot free of trash, waste, brush, weeds, and long grass (i.e. over six inches). At all times during construction, the site shall be maintained to Developer's reasonable satisfaction in a

neat and orderly manner. Construction debris shall be contained at all times in some manner as well as prevent such material from blowing onto neighboring properties and/or streets.

31. There shall be no solar panels or windmills of any kind allowed in the Subdivision, either on a house or otherwise; unless expressly agreed to by the Developer, in which case the solar panels shall be of a style and type that blends in with the roof shingles to minimize the visual impact of the solar panels; all as approved by the Developer.

32. There shall be no pools, in-ground or above-ground, allowed on any Lot in the Subdivision.

33. The stormwater pond is constructed on Outlot 1, which will be owned by the Town of Freedom. All maintenance of the pond required from time to time can be assessed by the Town against the owners of all Lots in equal shares.

34. The Developer reserves the right to fully or partially amend, modify, or terminate any, or any portion of these covenants for so long as the Developer owns any Lots.

35. These covenants shall be binding upon the land legally described above and shall run with the land and be binding upon current and future owners, and their respective heirs, successor, and assigns subject to the rights of the Developer set forth herein.

36. The Developer reserves the right to delegate its authority under these covenants for such matters as enforcement, interpretations, review, approval, and other matters to anyone.

37. If any part of this Declaration is ever declared unenforceable by any Court, the remaining provisions shall remain enforceable.

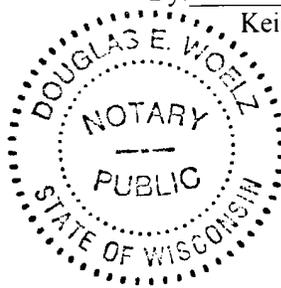
38. No outdoor wood burning stoves and/or boilers shall be allowed on any Lot without the Developer's express written consent; at Developer's sole discretion.

Dated this 14th day of March, 2025.

KG FUTURES GROUP LLC

By: *Keith M. Gonnering*
Keith M. Gonnering, Managing Member

STATE OF WISCONSIN)
)SS
Outagamie COUNTY)



Subscribed and sworn to before me,
this 14th day of March, 2025.

Douglas E. Woelz

Notary Public, State of Wisconsin
My Commission expires: 11-09-2026

THIS INSTRUMENT WAS DRAFTED BY:
Attorney David J. Winkel
Winkel Law Office
411 S. Commercial Street
Neenah, WI 54956
Phone: 920-725-8887

Exhibit A

Legal Description:

All of Lots One (1) through Ninety-four (94) and Outlot One (1) of Fox Meadows, a subdivision plat recorded with the Outagamie County Register of Deeds on March 14th, 2025 as Document No. 2333729 , located in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 22 North, Range 18 East, Town of Freedom, Outagamie County, Wisconsin.