

DECLARATION OF PROTECTIVE COVENANTS
KAMBURA ACRES II



Document Number

Document Title

DOCUMENT # 522379
TAMARA ALTEN
REGISTER OF DEEDS
CALUMET COUNTY, WI
05/23/2017 2:42 PM
RECORDING FEE: 30.00
OF PAGES: 6

THESE COVENANTS ARE FOR LOTS NUMBER 21 THROUGH
40 OF KAMBURA ACRES II SUBDIVISION. KAMBURA ACRES II IS A
PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION
15, TOWNSHIP 20 NORTH, RANGE 18 EAST, VILLAGE OF
HARRISON, CALUMET COUNTY, WISCONSIN

Recording Area

Name and Return Address

RUSCH DEVELOPMENT PROPERTIES LLC
W6132 SHAGBARK HICKORY LANE
MENASHA WI 54952-9764

Parcel Identification Number (PIN)

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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 PROTECTIVE COVENANTS

FOR PHASE II OF KAMBURA ACRES SUBDIVISION

Rusch Development Properties, LLC (hereinafter called "Developer") is the owner of the property known as Kambura Acres, a subdivision located in the NW ¼ of Section 15 in the Village of Harrison, Calumet County, Wisconsin.

The above said plat was recorded in the Register of Deeds office of Calumet County, Wisconsin on the 23rd day of May 2017, at 2:42pm and filed as Document Number 522378.

THE PURPOSE OF THESE COVENANTS: To ensure the use of property for attractive residential purposes only, to prevent nuisance and the impairment of the attractiveness of the property, to seek the use of quality materials and workmanship and to maintain the desired atmosphere and appearance of the community for the mutual benefit of all involved. These covenants apply to the following lots in this subdivision, located in Phase II and numbered 21 through 40. A copy of the plat plan identifying these lots is attached.

LAND USE AND BUILDING TYPE: Lots shall be used solely for single family residential purposes.

PRE-CONSTRUCTION AND CONSTRUCTION MAINTENANCE: The owner of a lot is responsible for maintenance of the lot both before and during construction. No trash, waste, weeds, or grass longer than eight inches will be permitted. Debris/waste material from construction will be contained so such is prevented from blowing onto other properties in the area. Repairs to or maintenance of silt fencing or other soil erosion controls are the lot owners responsibility.

MINIMUM FLOOR PLAN SIZE: The following will be the minimum floor areas for homes to be constructed on a lot, exclusive of any basement area, garage area and open porch areas:

- A.) the aggregate minimum floor space of a one-story house shall be 1,500 square feet
- B.) the aggregate minimum floor space of a two-story, bi-level or tri-level house shall be 1,800 square feet.

HEIGHT: No dwelling shall exceed a height of two (2) stories above the finished grade.

USED BUILDINGS AND STRUCTURES: No used buildings or residences will be allowed to be moved onto the property. No structure of a temporary nature, shanty or similar structure will be permitted on any lot either temporarily or permanently.

BASEMENTS AND FOOTINGS: Homes must have a basement under at least 50% of the ground floor area. Footings under the balance of the house must have a minimum of four foot depths. No houses are to be built on a slab.

GARAGES: All garages are to be attached to the home, have a minimum size of 500 square feet and be a two-car garage.

ACCESS TO LOTS: Access to any lot will be from the street only fronting the lot. No access will be allowed through any drainage channels, ditches or over other adjacent lots. If any damage is done to other's property, the owner of the home under construction shall restore said property to its pre-damaged condition or pay the Developer or adjacent property owner for restoring it.

ANIMALS/PETS: No animals, birds, livestock, snakes or poultry of any kind shall be raised, bred or kept on any lot. Exceptions to this are dogs, cats or other household pets which are not kept, bred or maintained for any commercial purpose whatsoever, with a maximum of three (3) pets per lot. No outdoor dog kennels or dog runs are allowed on any lot. Nothing contained herein shall be construed to permit the keeping of any animal which shall in any way constitute a nuisance.

ANTENNAS/SATELLITE DISHES: No antennas are allowed on the exterior of a building or on towers or poles. Satellite dishes shall not exceed twenty-four inches (24") in diameter and are not allowed on roofs facing the street.

BUILDING MATERIALS: Building materials shall not be placed on the lot more than thirty (30) days prior to the time construction is to begin nor left on the lot more than thirty (30) days after construction is completed.

COLORS: Exterior colors of bright or vivid blue, green, purple, red or yellow will not be allowed. Shades of any of the above colors will need to be approved by the Developer.

COMPLETION DATES: The commencement of all homes must be within twenty-four months after closing. All homes must be completed within twelve months after commencement of building. This includes landscaping and the planting or establishment of lawns, trees, and shrubs. Homes will not be occupied prior to being completed. All driveways are to be hard surfaced with concrete or blacktop within seven months of occupancy.

DIRT OR FILL REMOVAL: The owner of any lot is required to, at their expense, remove all dirt or fill not used on their lot from the subdivision as soon as possible.

EASEMENTS: Easements for the installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat. Within these easements, no structure, plantings, trees, shrubs or other materials that may interfere with the installation or maintenance of such utilities or drainage facilities shall be allowed. The easement area shall be maintained by the owner of each lot, the exception being improvements made for which a public utility is responsible.

FENCING: Fences can be erected on any lot only with written approval of the Developer. All fencing shall be restricted to the back yard. No fencing will extend any closer to the front of the lot than the furthest back corner of the home or garage. Any fences erected will require written approval from the developer and a permit from the Village of Harrison.

GRADES: The owner of each lot within the subdivision will be provided with a grade plan to use when building, installing driveways and landscaping. All lots must adhere to the site drainage plan specified for each lot. Lot owners will be required to sign an affidavit acknowledging receipt of these plans and the required drainage requirements for each lot as approved in the final plat plan approved by the Village of Harrison.

FRONT OF HOMES: All homes shall have a minimum of fifteen percent (15%) of the total square footage of the side facing the street, including garage areas, covered with brick or stone.

IMPROVEMENTS: Improvements included in the selling price of all lots are as follows:

- A.) water and sewer lines stubbed to the lot line adjoining the street
- B.) access to underground natural gas, telephone/electric/cable television/ internet lines also brought to lots for connection thereto
- C.) hard-surfaced streets and curbs which will be installed according to Village's timetable
- D.) stormwater disposal
- E.) (1) sidewalks (see page 4, Sidewalks Section) and (2) the approach between the sidewalk and curb, not to exceed 30' in width, will be provided by the Developer
- F.) regarding E.(2) above, it is allowable for the lot owner to do the approach provided they receive written permission from the Developer to do so prior to construction of same. A maximum payment of \$600.00 will apply in these cases.

NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood. Any grass, weeds or plant growth of any kind is not to exceed 8" in height at any time. Should the need arise to clip plant growth and the owner of the lot does not do so, the Developer will clip the plant growth and bill the lot owner for these services.

OUTBUILDINGS: Only one (1) outbuilding for storage shall be allowed per lot. The size of this building will conform with Village of Harrison's ordinances and placement will be towards the back of the lot. Outbuildings shall have the same roof design, roof material and siding as the principle residence, as well as the same roof and siding colors used on the principle residence. All structures will be placed on and anchored to a concrete slab no less than 4" thick. The maximum square footage of any building cannot exceed one-hundred sixty (160) square feet.

ROOF PITCH: The roof pitch of all residences must be a minimum of 5/12 pitch; the exception to this would be the required pitch of any gables coming off the main roof, these may be less.

SETBACKS: The Village of Harrison has setbacks regulating rear, front and side setbacks on lots that are a part of this subdivision. Owners are responsible to see that these are adhered to.

SEVERABILITY: Invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

SIDEWALKS: Concrete sidewalks will be provided by the Developer. Should existing sidewalks be damaged by the lot owner, builder, construction crew, vendor delivering product to the site or by anyone else other than the Developer, it will be the lot owner's responsibility to replace the broken areas to the satisfaction of the Developer with all costs to do so being borne by the owner of the lot. All replacement construction will be equal to original construction in regard to original size, depth of material, reinforcement material and concrete strength. Should any replacement sections of concrete sidewalk fail in the future, the Developer will replace such sections and bill the owner of the property at that time for these costs. Lot owners are responsible at all times for snow removal from sidewalks that front their lots .

SIGNS: No sign of any kind shall be displayed to the public view on any lot except two (2) temporary professional signs advertising the property during construction or sales periods. Total square footage of all signs during these periods shall not exceed ten (10) square feet.

SURVEY STAKES: No pole, pedestal, buried cable or other obstructions shall be placed so survey stakes are disturbed or vision along any lot line or street is altered.

TRASH/WASTE DISPOSAL: During construction, material and waste disposal is outlined on the first page of these covenants. After construction is complete, trash containers will be kept in the garage and disposed of regularly. No lot shall be used as a dumping ground for garbage or rubbish, including any other lots or property in the subdivision.

TYPE OF HOMES NOT ALLOWED: No used, manufactured, geodesic dome or earth homes will be allowed on any lot. Modular homes may be erected with the written permission of the Developer after submitted plans have been reviewed by the Developer.

VEHICLE/OTHER STORAGE: Vehicles and other items such as boats, campers, motorcycles, mopeds, trailers, tractors, snow removal equipment, lawn care equipment, snowmobiles, ATV's or any other recreational equipment will be allowed on property only if stored in the garage or outbuildings. No buses, large trucks, trailers or semi-tractors will be allowed to be parked anywhere in the entire subdivision for more than a forty-eight (48) hour period unless they are there for the purpose of moving homeowners in or out.

