

DECLARATION OF COVENANTS AND RESTRICTIONS FOR SUMMER BREEZE ESTATES DRAFT

This declaration is made by J & K Real Estate, LLC, a Wisconsin limited liability company.

WHEREAS, J & K Real Estate, LLC is the owner of Lot 1-60 of Summer Breeze Estates, these Lots generally being known as Summer Breeze Estates, hereinafter called "subdivision", and

WHEREAS, J & K Real Estate, LLC desires to file for record and to subject each lot in the Subdivision to certain covenants and restrictions for the benefit of the Subdivision as a whole and for the benefit of each owner of a lot, and

WHEREAS, J & K Real Estate, LLC, and Summer Breeze Estates, have agreed that Summer Breeze Estates shall have all of the rights and obligations of the Developer with respect to this Declaration, and therefore, all references to "Developer" in this Declaration shall be to Summer Breeze Estates.

PURPOSE: The purpose of these covenants is to ensure the use of the Subdivision property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to regulate the use and appearance of the community, so as to enhance the benefit and enjoyment of every site owner.

THEREFORE, it is mutually agreed by the parties hereto, their heirs, personal representatives, and assigns that the lots in said Subdivision are subject to the following protective covenants and restrictions which shall be construed as running with the land.

1) LAND USE & BUILDING TYPES

- a.) All lots shall be used for single family residential purposes only.
- b.) Single story dwellings shall contain a minimum of 1600 square feet on the ground floor, excluding breezeway and attached garage.
- c.) No split and bi-level dwellings shall be constructed.
- d.) One and one-half or two story dwellings shall contain a minimum of 2200 square feet total combined living space excluding breezeway and attached garage.
- e.) All single family dwellings shall have a minimum of a 2 car garage of no less than 720 square feet, which shall be attached to the dwelling. All single family dwellings shall not exceed a 4 car garage, which shall be attached to the dwelling. No detached garages will be permitted.
- f.) No dwelling shall exceed 2 ½ stories at the front elevation.

- g.) All dwellings shall have a roof with a pitch not less than 7/12 and shall be constructed of shake-like or tile-like shingles – or better quality.
- h.) All homes shall have either basements or standard four-foot footing walls.
- i.) All homes shall be required to have 30% masonry (brick/stone) exterior.
- j.) In order to promote harmonious curbside décor throughout the subdivision, the owner will be required to purchase and install a decorative mailbox conforming to the specifications determined by the developer. Proper installation of mailbox per U.S. Postal service guidelines and developer specifications shall be the responsibility of the lot owner. Future maintenance and/or replacement shall be the responsibility of the lot owner.

2) PRE-CONSTRUCTION MAINTENANCE

The owner of any lot is required to perform all necessary maintenance and upkeep of the lot. No trash, waste, brush, weeds or long grass shall be permitted.

3) PLAN REVIEW

Developer shall be given a complete set of plans for the proposed dwelling prior to the commencement of construction. These plans shall show 4 elevations and exterior color scheme. The Developer must approve the exterior design and location before construction may begin. The design shall be harmonious and conform to setback lines. Variations will be approved only where in the opinion of the Developer it is deemed to be pleasing to the effect of the entire neighborhood or where variations are required by the topography of the land. Refusal or approval of plans and specifications by the Developer may be based on any ground, including purely aesthetic grounds, which shall be in the sole and uncontrolled discretion of the Developer. Furthermore, no swimming pool, fence, or addition to the dwelling or garage may be constructed without the approval of the Developer, which shall be in the sole and uncontrolled discretion of the Developer.

Plans are to be delivered to:

J & K Real Estate, LLC
c/o James Sommer
P.O. Box 170
Dale, WI 54931

All future transfers of any such lots shall be made subject to the conditions, covenants, obligations, and restrictions herein set forth. It is understood that the acceptance of a deed by any purchaser or other grantee is to be considered as an agreement to observe and abide by this document.

4) CONSTRUCTION SITE MAINTENANCE

No building material shall be placed on any lot more than 30 days prior to the time that construction is to begin. At all times during construction, the site shall be maintained in a

neat and orderly manner, to the satisfaction of the Developer. All trash and waste shall be kept in sanitary containers and out of the public eye.

5) COMPLETION OF HOMES

Construction of all residential buildings shall be commenced within 18 months of the purchase of the lot, and completed within 12 months of visible commencement of work. Residential buildings shall not be occupied prior to being completed. Lawns and landscaping shall be completed within 6 months of occupancy. All driveways shall be installed, with final concrete or blacktop completed within 1 year of occupancy. The Developer reserves the right to waive or modify any of these time limits for any purchaser of multiple lots.

6) DRAINAGE

No lot owner shall block, dam, or otherwise obstruct the flow of surface water drainage so as to cause water to back up onto the Lot of another property owner, or which restricts the use or enjoyment of any other Lot owned by any other Lot owner. Furthermore, easements for drainage facilities are reserved as shown on the recorded plat. No Lot owner may change or cause the change of direction of flow of drainage channels in the easements, or obstruct or retard the flow of water through drainage channels in the easements.

7) UTILITIES AND EASEMENTS

- a) Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of each lot, except for those improvements for which a governmental entity, public authority or utility company is responsible.
- b) Each Property owner's electric, natural gas and telephone service lines shall be underground throughout the length of service from the utility's point of delivery to the property owner's building. Cost of the hookup to the respective utility, and maintenance thereof shall be borne by the lot owner upon whose lot the service is located. Appropriate easements are dedicated and reserved on the plat map for the benefit of each lot owner, together with their right of ingress and egress over abutting lots of properties to install, operate or maintain service lines to the utility's termination points. All easements shown on the plat will be maintained and preserved in their present condition and no encroachment thereon and no change to the grade or elevation thereof will be made by any person or lot owner without the express written consent of the respective utility company and Developer. Above ground transformers and pedestals may be installed at appropriate points on any easement.

8) FENCING

Prior to the construction of any fencing, plans for the same must be submitted to and approved by the Developer in writing. Any fence erected or placed facing any street within

the subdivision, or extended along the side of the lot toward the front or street side may not be constructed or protrude forwards of the front wall of the residence. Said fence shall be constructed of wood, stone, brick, rock, foliage or hedges not to exceed a maximum height of 6 feet. No metal yard fences are allowed with the exception of tennis court or swimming pool fences provided the metal is coated with black or green vinyl. All owners of lots shall maintain the portion of the fence on their lot to the reasonable satisfaction of Developer, as long as Developer shall own any Lot in this Subdivision.

9) SWIMMING POOLS

No above ground swimming pools shall be erected or placed on any lot. No swimming pools shall be constructed unless its design and placement are approved in writing by the Developer.

10) ACCESSORY STRUCTURES

Storage and out buildings shall be permitted as approved and in compliance with the Town of Greenville Zoning Ordinance but they must be the same architectural design. All out buildings or storage buildings shall be the same roof design, roof material and siding as the residence. The color of the roofing, siding, brick or stone shall be the same material that was used on the principal residence. No out building or storage building may be greater than 625 square feet with a maximum side wall of 9'.

11) TEMPORARY STRUCTURES, OUTBUILDING OR TRAILERS

Except as may be authorized by Developer, no structures of a temporary nature, nor trailers, tents, shacks, barns, or similar structures shall be permitted on any lot either temporarily (including during the construction process) or permanently. No structure other than a completed residence shall be occupied. Recreational vehicles, snowmobiles, boats, trailers, minibikes, fishing shanties, etc., must be stored inside buildings.

12) SIGNS

No signs of any kind shall be displayed to the public view on any lot except one name or address sign of not more than one square foot and one sign not more than six square feet advertising the property during construction and any sales period, except that Developer may utilize signs of any size and quantity for advertising properties in said Subdivision for sale.

13) ANTENNAS

Satellite dishes must be less than 20" in diameter, mounted on the principal residence structure. All other TV antennas must be contained within the home and not mounted on the roof.

14) UNLICENSED VEHICLES

No unlicensed vehicles shall be permitted on any lot unless stored in a garage.

15) CLOTHES LINES

Outside clothes lines may be erected only in the rear of the residential building and within an outside setback of 25' from the rear and sides of the lot.

16) TRASH

All trash and waste shall be kept in sanitary containers. No sanitary container is to be put outside of any dwelling sooner than the day before regularly scheduled pick-up.

17) ANIMALS

No animals may be kept or permitted upon the premises excepting animals which are bona fide pets traditionally recognized in this geographic area and which are under complete control within the confine of the owner's lot at all times, or are on a leash, and do not make noise constituting a nuisance or inconvenience to the neighbors. Should any disagreement between property owners' arise, the Developer will determine the number of pets that may be kept in one household. Breeding of any animals for any commercial purpose is not permitted.

18) NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a reasonable annoyance or nuisance to other lot owners or occupants of dwellings in the Subdivision.

19) DIVISION OF LOTS

No one lot shall be resubdivided, and not more than one residence shall be placed, erected or constructed upon any lot. Exceptions to resubdividing, subject to discretion of the Developer, will be permitted in such instances where three or more lots are being combined to create two or more lots which are each larger than any of the original lots.

20) COMMERCIAL BUSINESSES

Except as may be permitted by local zoning regulations and then only as authorized by Developer, no commercial business shall be allowed or conducted at any time from any lot or combination of lots within the Subdivision.

21) ZONING, HEALTH, AND OTHER LAWS AND REGULATIONS

All zoning, health and other laws, ordinances and regulations promulgated by governmental agencies having jurisdiction over the Subdivision shall be strictly observed and complied with.

22) REPAIR AND MAINTENANCE

Lot owners shall, at their sole expense, repair their residence, keeping it in a condition comparable to that at the time of its initial construction excepting only normal wear and tear. If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.

23) ENFORCEMENT

The Developer and/or any Lot owner in this Subdivision may enforce these covenants and restrictions using any available legal or equitable remedies including, without limitation, affirmative or restrictive injunctions. In the event of litigation to enforce these covenants and restrictions, the non-performing party or the party violating any of the covenants and restrictions shall reimburse the Developer and/or Lot owner bringing the action for all actual expenses, including actual attorney fees and court costs, incurred by them in successfully enforcing these covenants and restrictions.

24) INVALIDITY OF ANY COVENANTS

Should any one of these covenants and restrictions for any reason be declared invalid, such declaration shall not affect the validity of the remaining covenants, which remaining covenants shall remain in full force and effect as if these covenants had been executed with the invalid portion thereof eliminated.

25) AMENDMENT

These covenants may be amended, waived, or removed by the execution and recordation in the Office of the Register of Deeds for Outagamie County, Wisconsin, of an instrument executed by not less than two-thirds (2/3) of the lot owners, provided that as long as either J & K Real Estate, LLC or the Developer is the owner of any lot or property affected by these covenants, or amendment thereto, no such amendment, waiver or removal will be effective without the Developer's prior written consent in recordable form. Further, as long as either J & K Real Estate, LLC or the Developer shall own any lot or property in the Subdivision, Developer, by itself alone, shall be entitled to amend, waive, or remove any one or more of said conditions, covenants, and restrictions.