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Document Number:

Declaration of Conditions,
Covenants and Restrictions for
Lots 1 – 52 Apple Creek Meadows
Lots 53 – 63 Apple Creek Meadows II

Recording Information:

Return To:

Dean L. Bussey
Thrivent Financial for Lutherans
625 Fourth Avenue South
Minneapolis, MN 55415

**DECLARATION OF CONDITIONS, COVENANTS AND
RESTRICTIONS**

FOR

LOTS 1 – 52 APPLE CREEK MEADOWS

AND

LOTS 53 – 63 APPLE CREEK MEADOWS II

THIS DECLARATION is made this ___ day of _____, 2004, by **North Meadows Investment Ltd.**, a Wisconsin corporation ("**Declarant**").

WHEREAS, Declarant is the owner of the real property legally described as **Lots 1 - 52, APPLE CREEK MEADOWS**, and **Lots 53 – 63, inclusive, APPLE CREEK MEADOWS II**, each located in the City of Appleton, Outagamie County, Wisconsin, in accordance with the Plat of Apple Creek Meadows and the Plat of Apple Creek Meadows II, copies of which are each attached hereto as **Exhibit "A"** (sometimes referred to collectively, as the "**Subdivision**" and each such lot located therein sometimes referred to as a "**Lot**" or as "**Lots**").

WHEREAS, Declarant desires to file for record and to subject each Lot to conditions, covenants and restrictions for the benefit of the Subdivision as a whole and for the benefit of each Lot owner;

NOW, THEREFORE, Declarant declares that the following conditions, covenants and restrictions are intended to be running covenants, burdening and benefiting the Lots and owners thereof, and the owners' successors and assigns.

1. **PURPOSE.** The purpose of this Declaration is to insure the use of Subdivision and the Lots located therein for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the Subdivision and the Lots, to regulate the use and appearance of the community in which the Subdivision lies, and thereby to secure to each Lot owner the full benefit and enjoyment of their residence, with no greater restriction on the free and undisturbed use thereof than is necessary to ensure the same advantages to the other Lot owners.
2. **PRECONSTRUCTION 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. **DECLARANT'S ARCHITECTURAL CONTROL.** As long as Declarant owns any Lot in the Subdivision, no dwelling or other house or structure, in-ground swimming pool, fence, or additions to the foregoing may be erected on any Lot in this Subdivision until the plans and specifications have been submitted to and approved in writing by Declarant. For purposes of these covenants, structure shall be defined as any item for which a building permit is required from the City of Appleton prior to construction or installation. Any subsequent remodeling or renovation shall comply with the design standards set forth herein. All structures to be erected in the Subdivision shall be of pleasing and harmonious external design. If the Declarant fails to approve or disapprove such plans and/or specifications within thirty (30) days after the same have been received by it, said plans and specifications shall be deemed to have been approved.

All building plans and specifications shall be delivered to Declarant at the following address:

President
 North Meadows Investment Ltd.
 c/o Thrivent Financial for Lutherans
 4321 North Ballard Road
 Appleton, WI 54911

4. **LAND USE AND BUILDING TYPE.** No Lot, except with prior written approval of Declarant, whether alone or in combination with one or more other Lots in this Subdivision, must be used except for single-family residential purposes, and shall be further restricted by these Declarations.
5. **BUILDING HEIGHT.** No residence may exceed 2-1/2 stories.
6. **MINIMUM FLOOR AREA AND DESIGN.** Any dwelling which fails to conform to the following specified minimum areas shall not be permitted on any Lot, except with prior written approval of the Declarant. The square footage of the main structure, exclusive of open porches, breezeways and garages shall be not less than:

- a. Lots 1-9 and Lots 53-63:

<u>Dwelling Type</u>	<u>Minimum Size</u>
1 story above grade	2,200 square feet
1-1/2 story above grade	2,500 square feet
2 story above grade	2,800 square feet
Split Levels	NOT PERMITTED

- b. Lots 10-52:

<u>Dwelling Type</u>	<u>Minimum Size</u>
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1 story above grade	2,000 square feet
1-1/2 story above grade	2,200 square feet
2 story above grade	2,400 square feet
Split Levels	NOT PERMITTED

7. **ROOF PITCH.** Each 1 story home must have a roof pitch of not less than 8/12 on the main roof line. Each 1 ½ story and each 2 story home must have a roof pitch of not less than 7/12 on the main roof line.
8. **STONE OR BRICK ON FRONT EXTERIOR.** Owners of Lots 1-9 and Lots 53-63, inclusive, must build and maintain at least 50% of the front of their residence in either stone or brick, or a combination of the two.
9. **BASEMENT.** All homes shall have either basements or standard four foot (4') footing walls.
10. **GARAGE.** All homes must have an attached garage to accommodate not less than three (3) vehicles (with a minimum square footage of not less than 680 square feet) and not more than four (4) vehicles (with a maximum square footage of not more than 1,000 square feet).
11. **DRIVEWAY.** Each Lot shall have a paved driveway of stable and permanent construction extending from the garage to the front lot line. Until such time that the street is permanently paved, the owner will be responsible to maintain a temporary asphalt apron.
12. **BUILDING / CONSTRUCTION MATERIALS.** No building or construction materials shall be placed on any Lot more than thirty (30) days prior to the time that construction is to commence.
13. **CONSTRUCTION SITE MAINTENANCE.** At all times during construction, the Lot shall be maintained to Declarant's reasonable satisfaction in a neat and orderly manner. Construction debris shall be contained at all times in some manner as will prevent such material from blowing onto neighboring properties and/or streets.
14. **GRADE / DRAINAGE.** No structure, lawn, culvert, or utility extension onto any Lot shall be constructed or installed until proper grades for each Lot has been established in accordance with the approved drainage plan for the Subdivision by a licensed land surveying firm on the State of Wisconsin, the cost of which shall be borne by the Lot owner, and a duly issued building permit has been issued by the local governing authority. No Lot shall be graded, contoured or otherwise altered in contravention of the drainage plan approved by the City of Appleton. At no time shall any Lot owner block, dam, or otherwise obstruct the flow of surface water drainage so as to cause such water to

backup onto the Lot of another property owner or so as to restrict the use or enjoyment of any other Lot by any other Lot owner.

15. **FILL.** Declarant reserves the right to direct the disposition of any fill, including excess excavation material which is to be removed from any Lot, at the Lot owner's expense. However, any disposition directed by Declarant shall be within a one-mile radius of the Lot from which it is being removed. If Declarant does not require specific disposition of any excess fill, the Lot owner shall be responsible to locate a site for such disposition and pay all costs associated therewith.
16. **TREES / LANDSCAPING.** Within one (1) year of occupancy, each Lot owner is required to plant one (1) tree not smaller than three inches (3") in diameter in the front yard. In the event that the Lot owner fails to plant a tree within such one (1) year period, the Declarant shall have the right to enter the Lot for the purpose of planting such a tree and shall have the right to seek reimbursement of its costs in so doing from the owner of the Lot, securing a lien against the Lot, if necessary. No trees planted or transplanted within the Subdivision by Declarant shall be moved, cut down or otherwise disturbed without the written consent of the Developer.

Each Lot owner shall install (and subsequently maintain) either a seeded or sod lawn either in the same year or the subsequent year in which the home was completed. Each Lot owner, within a reasonable time after completion of the home, also shall install (and subsequently maintain) a reasonable amount of natural decorative landscaping in and around the Lot.

17. **OCCUPANCY.** Each residence, including garage, must be completed prior to occupancy. No trailer, tent, shack, basement, garage, barn or other outbuilding shall be used temporarily or permanently as a residence.
18. **NO USE OF EXISTING STRUCTURES.** No existing building, residence or garage shall be moved onto any Lot.
19. **SETBACK LINES.** All homes, dwellings and/or structures shall be set back not less than thirty (30) feet from the front lot line (the direction the home faces), unless a greater distance is required by applicable local zoning ordinances. All side yard and rear setback lines shall conform to applicable zoning ordinances.
20. **ACCESSORY STRUCTURES.** Other than a single primary residence, no other exterior accessory structure, whether permanent or temporary, shall be permitted on any Lot. The following exceptions shall be permitted however: (a) swing sets, hot tubs, and kennels not to exceed 6' by 6' in size shall be permitted in the rear or back of any residence, (b) basketball hoops and poles shall be permitted in the front of any residence.
21. **SIGNS.** No sign of any kind shall be displayed to the public view on any Lot except one name, profession, or address sign of not more than one square foot and one sign of not

more than six square feet advertising the property during the construction and sales period, except that Declarant, may utilize signs of any size and quantity for advertising properties in said Subdivision for sale.

22. **FENCES.** Any fence constructed on any Lot shall be constructed only of natural cedar (which may be stained but not painted) or wrought iron and of no other materials. For example, neither chain link nor PVC plastic fences shall be permitted. Additionally, no fence shall exceed eight (8) feet in height.
23. **ANTENNAS.** Satellite dishes less than 20" in diameter, mounted on the principal residence structure and not visible from the street, shall be permitted on each Lot in the Subdivision. All other dishes, TV, radio or other antennas must be contained within the residence and not mounted on the roof.
24. **SWIMMING POOLS.** There shall be no above-ground swimming pools. All permanent swimming pools shall provide a perimeter fence and shall meet all applicable public regulations.
25. **DIVISION OF LOTS.** No one Lot shall be subdivided and not more than one residence shall be placed, erected or constructed upon any Lot. Exceptions to this restriction on subdividing, subject to discretion of the Declarant, will be permitted in such instances where three (3) Lots are being combined to create two Lots which are both larger than any of the original three (3) Lots.
26. **VEHICLE STORAGE / SALVAGE MATERIALS.** No unlicensed vehicles, junk yards, or storage areas for cars or other salvage materials of any nature shall be permitted on any Lot or combination of Lots within the Subdivision. No boats, recreational vehicles, campers, trailers or the like may be stored on any Lot unless stored within a fully enclosed garage.
27. **COMMERCIAL BUSINESSES.** Except as may be permitted by local zoning regulations and as authorized by Declarant, no commercial business shall be allowed or conducted at any time from any Lot or combination of Lots within the Subdivision.
28. **TRASH.** All trash and waste shall be kept in sanitary containers. No sanitary container is to be stored or placed outside of any dwelling sooner than the day before regularly scheduled pickup. No trash or yard / lawn waste, including without limitation, lawn clippings, leaves, plant material, dirt, or the like, shall be dumped on any other Lot in the Subdivision.
29. **NUISANCES.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to other Lot owners or occupants of dwellings in the Subdivision.

30. **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.
31. **BERM, FENCE, SIGNAGE (MONUMENT).** In the event Declarant constructs a berm, along or upon any Lot(s) in the Subdivision, no subsequent owner of any such Lot shall alter such berm or the plantings placed on it. In the event that Declarant constructs a sign or monument on Lot 13 and/or Lot 15, no subsequent owner of either such Lot shall alter any sign or monument that may be erected upon such Lot(s). Declarant shall maintain any such sign or monument so long as Declarant owns any Lot in the Subdivision. However, once Declarant no longer owns any Lot in the Subdivision, at that point, the owner of Lot 13 and Lot 15, if applicable, shall maintain any sign or monument that has been constructed on their Lot.
32. **ANIMALS.** No animals, except customary household pets, shall be kept, bred, or raised on any Lot in this Subdivision. Pets shall not be allowed to roam either freely or on a leash upon other owners' properties. Pet noises shall be curtailed to avoid unreasonable annoyance to neighboring property owners.
- No dog runs, cyclone fence dog kennels, or cages of any kind, used to house any type of animal outdoors will be constructed in the view of any surrounding neighbor. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
33. **EASEMENTS.** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for the Subdivision. Within these easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas over each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
34. **VARIATION.** Variations in any of these covenants may be permitted by Declarant where it is reasonably satisfied that such variations will be pleasing and generally in keeping with adjacent properties and not be a detriment to the Subdivision as a whole.
35. **ENFORCEMENT.** The Declarant and/or the Owners benefited by this Declaration may enforce these conditions, covenants and restrictions using any available legal or equitable remedies including, by way of example only, affirmative or restrictive injunctions. In the event of litigation to enforce these conditions, covenants, and restrictions, the nonperforming party or the party violating any of the conditions, covenants, and restrictions shall reimburse the Declarant and/or Owners for all out-of-pocket expenses

(including actual attorney's fees and court costs) incurred in successfully enforcing these conditions, covenants, and restrictions.

36. **TERM.** Except as provided in Paragraph 40 below, the conditions, covenants, and restrictions herein contained shall be in effect for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years, unless an instrument executed by the Declarant terminating or reducing this term shall be executed and recorded in the office of the Register of Deeds for Outagamie County.
37. **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 so long as the Declarant 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 Declarant's prior written consent, in recordable form. Further, so long as Declarant shall own any Lot or property in the Subdivision, Declarant, by itself alone, shall be entitled to amend, waive, or remove any one or more of said conditions, covenants, and restrictions.
38. **INVALIDITY OF ANY COVENANTS.** Should any one of these conditions, 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.
39. **BINDING EFFECT.** This Declaration and the covenants contained herein shall run with the land (all Lots in the Subdivision) and all futures conveyances of any Lots within the Subdivision shall be subject to the conditions, covenants, obligations, and restrictions set forth herein. Acceptance of a deed by any purchaser is and shall be considered as an agreement to observe and abide by such covenants, conditions, and restrictions for the protection of all owners in the Subdivision.

[The remainder of this page is intentionally left blank. Declarant's signature is set forth on the following page.]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

NORTH MEADOWS INVESTMENT LTD.,
a Wisconsin corporation

By: _____
Name: Reginald L. Pfeifer
Title: President

STATE OF WISCONSIN)
) ss.
OUTAGAMIE COUNTY)

On this ___ day of _____, 2004, before me personally came the above named Reginald L. Pfeifer, the President of North Meadows Investment Ltd., a Wisconsin corporation, to me known to be the President of said corporation and to me well known to be the person who executed the above instrument and acknowledged the same as the declaration of said corporation.

Notary Public
Name: _____

My commission expires: _____

EXHIBIT A

[Plats to be attached]