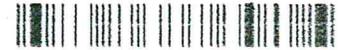


Document Number

DECLARATION OF RESTRICTIVE
COVENANTS
Document Name

1917683

Recorded
August 08, 2011 1:20 PM
OUTAGAMIE COUNTY
JANICE FLENZ
REGISTER OF DEEDS
Fee Amount: \$30.00
Total Pages: 4



Recording Area

4

Name and Return Address

Keith E. Garot
c/o Landmark Real Estate
320 Main Avenue
De Pere WI 54115

LEGAL DESCRIPTION:

All of Lots 1 - 44 according to the recorded Plat of Butterfly Fields, in the Town of Grand Chute, Outagamie County, Wisconsin



DECLARATION OF RESTRICTIVE COVENANTS

Butterfly Fields Town of Grand Chute

1. No building erected elsewhere shall be moved onto any lot or lots.
2. No temporary structures (including, without exclusion of others, trailers, basements without residence above, tent, shack, garage, or barns of any kind) will be permitted for dwelling purposes. No permanent exterior storage of boats, motor homes, trailers, campers, RVs, or vehicles of any kind permitted on lots within this subdivision. Permanent is defined as not longer than three days, not more than ten days per month. All storage sheds must be approved by developer.
3. Lots from 1 - to 7, from 20 - to 44 shall be used for the purpose of single family residence only. All homes to have a roof pitch of no less than 6/12. All single family homes must be the minimum requirements above-grade finished area of 1,400 sq. ft. of living space for a ranch style home, 1,700 sq. ft. of living space for a two story home. All homes to have a minimum two-stall attached garage.
4. Lot 38 and lots fronting Beau Ryan Court will be developed as future planned condominium development. Buyers of these lots agree not to oppose this type of development.
5. Every house shall have a foundation below frost line.
6. No residence shall be erected in the plat until the final plans and site plans used for each building have been approved in writing by the proprietors of this plat, 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.
7. No fence shall be erected upon any lot in the plat without the prior express written approval of the plat proprietors or their delegates.
8. Any buildings shall be started on the grade established by the Engineer of the Town of Grand Chute. Setback lines shall conform to local zoning regulations except that proprietor may, in promoting overall harmony, establish other requirements in addition to such regulations.
9. No lot owner shall block, dam, or otherwise obstruct the flow of surface water drainage so as to cause such water to back-up 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. Each lot owner is responsible for maintaining established grade. Lawn and landscaping to be completed within one year of occupancy in strict compliance with approved subdivision drainage plan. Any walkouts or exposed windows from lower level must have developer or designing engineer approval.
10. Property behind lots 3, 4, 5, 6 and 7 will be zoned P.U.D. attached residential. Buyers of these lots agree not to oppose this type of development.
11. 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 six (6) months after the start of construction. Homes shall consist of masonry accented front areas approved by developers.
12. 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.
13. All landscaping, including lawn, trees and shrubs to be completed within one year of beginning construction.
14. No horse, cattle, swine, sheep, goats or live poultry of any kind shall be kept on any lot in this plat.
15. No nuisance shall be maintained or suffered to exist in the plat.

16. Satellite dishes less than 20" diameter, mounted on the principal structure, and not visible from the street shall be permitted. All other TV antennas must be contained within the home and not mounted on the roof.
17. Driveways to be of concrete, brick paver or asphalt. Driveway must be connected to paved road (no gravel between driveway and road).
18. All fill and/or topsoil from plat must remain in the subdivision. Any fill or topsoil within the subdivision is the property of the subdivision developer and is not part of the sale of the lot on which it is stockpiled. No fill or topsoil may be hauled out of this subdivision without permission of the developer.
19. The lot owner 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. 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 will prevent such material from blowing unto neighboring properties and/or streets.
20. These covenants are enforceable by the Developer and/or the owner of any lot in the subdivision by injunctive relief as well as any and every other legal right. If any lot owner or person(s) in possession of any lot or dwelling on any lot within the subdivision shall violate or attempt to violate any of these covenants, it shall be lawful for any other person(s) owning any lot or occupying any dwelling in the subdivision to prosecute and/or commence proceedings at law or in equity against the person(s) violating or attempting to violate any such covenants, either to prevent such person(s) from doing so or to recover damages for such violation or to restrain such violation.
21. Violations of the aforementioned covenants shall be enforced in any circuit court located in Outagamie County, Wisconsin against any person or persons violating or attempting to violate any covenant. In the event of litigation to enforce these conditions, covenants, and restrictions the non-performing party of the party violating any of these conditions, covenants, and restrictions shall be liable to the Developer and/or Owners for all damages and cost including but not limited to actual attorney's fees and court costs incurred in successfully enforcing these conditions, covenants, and restrictions.
22. All decisions of the developer shall be enforceable against any lot owner if made in a good faith exercise of the judgment or discretion of its members 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. According, such person, entity, trust, organization, governmental unit, or sovereign nation which becomes a lot owner, whether by virtue of 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 based upon the legal or ethnic status of such lot owner, including without limitation sovereign immunity, 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. This declaration shall be interpreted and construed in accordance with the laws of the state of Wisconsin.
25. The 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 (10) years, unless an instrument terminating or reducing this term shall be executed and recorded in the office of the Register of Deeds for Outagamie County.
26. 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 for adequate drainage of surface water.
27. No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along lot lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.
28. Variations in any of these covenants may be permitted by the developer where he is reasonably satisfied that such variations will be pleasing and generally in keeping with the character of surrounding properties and will not be a detriment to the subdivision as a whole. After the developer no longer owns any lot in the subdivision, requests for variations may be submitted to such review committee(s) as may be convened from among the property owners within the subdivision for consideration and approval or rejection.

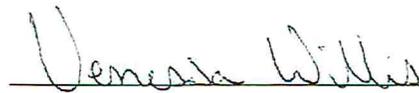
Dated this 2nd day of August, 2011



KEITH E. GAROT

STATE OF WISCONSIN
COUNTY OF BROWN

Personally came before me this 2nd day of August, 2011, the above named Keith E. Garot, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin

My commission expires: 7-15-12

Drafted by Keith E. Garot

July 25, 2011