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Parcel Identification Number (PIN)

Name and Return Address

HUB INC.
P. O. Box 346
Kaukauna, WI 54130

Recording Area

OUTAGAMIE COUNTY
RECEIVED FOR RECORD
FEB - 8 2005
5
AT 11:00 CLOCK A.M. P.M.
JANICE FLENZ
REGISTER OF DEEDS

Restrictive Covenants

Document Title

Document Number

1650229

pd
2/10

**MANCHESTER ESTATES
AND CSM# 4906
RESTRICTIVE COVENANTS**

WHEREAS, HUB Inc., the owner of the property known as Manchester Estates, lots 1-24, City of Kaukauna, Outagamie County, Wisconsin.

WHEREAS, said plat was recorded in the office of the Register of Deeds for Outagamie County, Wisconsin, on the 3rd day of February at 10:25 a.m., and recorded in Cabinet J, Page 59 & 60 and document #1649619.

WHEREAS, HUB Inc., the owner of the property known as lots 1-4 of CSM Map 4906, in the City of Kaukauna, Outagamie County, Wisconsin.

WHEREAS, said CSM was recorded in the office of the Register of Deeds for Outagamie County, Wisconsin, on the 10th day of September, 2004 at 11:00 a.m. in Volume 28 of Certified Survey Maps on page 4906, Document number 1630975.

WHEREAS, the above mentioned plat and CSM do not contain any restrictive covenants and it is the desire of the Developers hereto to preserve and protect the desirability, beauty, and value of all of the land in said plat and CSM for the benefit of all of the owners thereof their heirs, successors and assigns.

WHEREAS, it is mutually agreed by the owners and Developers hereto, their heirs, personal representatives, successors and assigns, that the lots in said plat and CSM are subject to the following restrictive covenants which shall be construed and running with the land.

1. All lots are restricted to SINGLE FAMILY DWELLINGS ONLY.

2. Minimum floor area and design. All structures to be erected in plat shall be of pleasing and harmonious external design and shall conform with all established set back lines, and any dwellings which fail to conform to the specified minimum areas shall not be permitted on any lot, except with prior written approval of the Developer. The square footage of the main structure, exclusive of open porches, breezeways and garages shall not be less than,

One Story	Minimum of 1300 sq. ft. on ground floor.
1 ½ Story	Minimum of 1700 sq. ft. of total living area.
Two Story	Minimum of 1800 sq. ft. of total living area.

3. Attached Garage. All dwellings shall have an attached garage of not less than 480 sq. ft. All dwellings including garages, shall be completed before occupancy.

4. Building Material. No building material shall be placed on any lot more than thirty (30) days prior to the time that construction is to begin.

5. Basement/Footing. All homes shall have basements or footings extending at least four (4) feet below grade.

6. Temporary structures and vehicles. No trailer, tent, shack, basement, garage, barn or other outbuilding shall be used temporarily or permanently as a residence.

7. Set backs and Side yards. All dwellings shall be set back no less than thirty (30) feet from the property line in the direction the building faces. Side yards shall be a minimum of 7 ft. on each side. In each case of a corner lot the home would require a 30 foot side yard on the street side or according to the City of Kaukauna building restrictions, whichever is greater.

8. Removal of dirt. So long as the Developers owns any lot, Developers reserve the right to direct the disposition of any dirt which is to be removed from the lot. However, such disposition as directed by Developers shall be within a one mile radius of lot.

9. Easements. Easement for the installation and maintenance of the 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 of maintenance of utilities, or which may change the direction or 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 are on 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.

10. Architectural Control. The Architectural Review Committee shall be charged with the power to pass approval of all plans or residences to be constructed in the subdivision. No residence may be constructed without approval of the Architectural Review Committee. The Architectural Review Committee shall be given a complete set of plans. Plans shall consist of at least four elevations, to scale, showing dimensions, architectural or design features and materials to be used. All plans shall remain on permanent file. The Committee will approve or deny the design and location. The external design shall be harmonious and conform to set back lines. Variations are required by the topography of the land. Refusal or approval of plans and specifications by such Committee may be based on any sole an uncontrolled discretion of the Committee, shall seem sufficient. A copy of the blueprint to be kept by the Architectural Review Committee. Plans can be submitted to

HVB Inc.
C/O Joan Klister
P.O. Box 346
Kaukauna, WI 54130

11. Signs. No signs of any kind shall be displayed to the view on any lot except one professional sign of not more than one square foot and/or one sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during construction and sales period.

12. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cat, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. No dog runs allowed.

13. Trash. All trash and waste shall be kept in sanitary containers an out of the public view.

14. Antennas. Satellite dishes less than 24" in 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.

15. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way effect the remaining provisions which shall remain in full force and effect.

16. Term. These covenants shall run with the land and all future conveyances of any lots of the plat shall be subject to the conditions, covenants, obligations, and restrictions set forth herein. Acceptance of a deed by a purchaser is considered as an agreement to observe and abide by such covenants, conditions, and restrictions for the protection of all owners in the subdivision.

17. 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 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 Developer's prior written consent, in recordable form. Further, so long as Developer shall own any property in the subdivision, Developers, by itself alone, shall be entitled to amend, or remove said covenants.

18. Storage Buildings. One single storage building shall be allowed per lot. Building plans and specifications shall be submitted to the Architectural Review Committee for approval prior to commencement of construction. Said building shall be located to the rear of dwelling on said lot, shall have a maximum storage area not to exceed 120 sq. ft. 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.

19. Prebuilt Homes. No prebuilt, prefabricated, or earth homes shall be allowed. All exposed concrete porches and stoops must have brick or stone veneer face.

20. Buildings. No building shall be moved on to any lot.
21. Construction Maintenance. At all times during construction, the site shall be maintained to Developer's reasonable satisfaction, in a neat and orderly manner.
22. Completion Requirements. Construction of all residential building shall be completed on the outside before occupancy and the inside shall be completed within 12 months of visible commencement of work. All driveways are to be hard surfaced with concrete, blacktop or similar surface within 1 year of occupancy.
23. Temporary Structures. Except as may be authorized by Developers, no structure of a temporary nature, no trailers, tents, shacks, barns or similar structure, shall be permitted on any lot either temporarily or permanently. No structure other than a completed residence shall be occupied. Recreational vehicles, snowmobiles, boats, trailers, minibikes, fishing shanties, semi tractors and trailers, etc. must be stored inside buildings.
24. Lot subdivision. No division of lots shall be re-subdivided to create a larger number of lots and not more than one residence shall be erected or constructed upon any lot.
25. Lawns. Lawns to be seeded or sodded within one year of the beginning of construction. Green areas to be maintained to show a well groomed appearance. No native or wild grasses will be permitted. Developer reserves the right to complete construction of landscaping which has commenced but has not been completed within the above time frame and owner is not proceeding with due diligence to complete construction or landscaping. Any costs so incurred by Developer including attorney's fees and court costs shall be a lien on the lot. Finished lawn grade at the lot line shall be uniform grade with the drainage elevation on the master grade plan.
26. Vehicles. No unlicensed vehicles or junk yards, storage area for cars, salvage materials or other storage of any nature shall not be permitted on any lot or combination of lots within the subdivision.
27. Commercial Businesses. Except as may be permitted by local zoning regulations and as authorized by Developers, no commercial business shall be allowed or conducted at any time form on any lot or combination of lots within the subdivision.
28. Roof Pitch. Roof pitch for the main structure of home shall be a minimum of 6/12.
29. Enforcement. The Developers and/or the Owners benefited by the 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 non-performing party or the party violating any of the conditions, covenants, and restrictions shall reimburse the Developers 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.

30. Fences. No fence over three (3) feet high from the planned grade of the approved grading and drainage plan for the plat. This does not pertain to shrubs or trees. No chain link fences allowed. Approval by the City of Kaukauna required.

IN WITNESS WHEREOF, The undersigned have hereunto set their hand and seals
This 13th day of November 2004.

HUB Inc.

Roger B. Bowers Sr.
Roger B. Bowers Sr.

Cliff Uitenbroek
Cliff Uitenbroek

Hugo Wittmann
Hugo Wittmann

Personally came before me this 13th day of November 2004
the above named Roger B. Bowers Sr., Cliff Uitenbroek, and Hugo Wittmann, to me
known to be the persons who executed the foregoing instrument and acknowledge the
same.

Joan M. Bowers
Notary Public
Joan M. Bowers
STATE OF WISCONSIN
COUNTY OF OUTAGAMIE
My Commission expires 06-18-06

This instrument was drafted by: HUB Inc.
P.O. Box 346
Kaukauna, WI 54130

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Recorded
JULY 10, 2007 AT 10:44AM
OUTAGAMIE COUNTY
JANICE FLENZ
REGISTER OF DEEDS
Fee Amount: \$13.00



Record this document with the Register of Deeds

Name and Return Address:

Attorney David J. Van Lieshout
P.O. Box 186
Little Chute, WI 54140-0186

1300
@

(Parcel Identification Number)

AMENDED FIRST AMENDMENT TO
MANCHESTER ESTATES AND CSM
#4906 RESTRICTIVE COVENANTS

Title of Document

Document Number

AMENDED FIRST AMENDMENT TO MANCHESTER ESTATES
AND CSM #4906 RESTRICTIVE COVENANTS

This document corrects the instrument recorded on June 14, 2007 as Document No. 1756114.

WHEREAS, HUB, Inc. ("Developer") previously recorded Restrictive Covenants with the Outagamie County Register of Deeds by a document dated November 13, 2004, and recorded on the 8th day of February, 2005, as Document No. 1650229 (hereinafter referred to as the "Restrictive Covenants"), affecting the property described on a plat recorded in the office of the Register of Deeds for Outagamie County on the 3rd day of February, 2005, in Cabinet J, Page 59 and 60, as Document No. 1649619 as well as the property described in Certified Survey Map No. 4906 recorded in the office of the Register of Deeds for Outagamie County on the 10th day of September, 2004 at 11:00 a.m. in Volume 28 of Certified Survey Maps on Page 4906. Document Number 1630975

WHEREAS, the Developer wishes to amend the Restrictive Covenants.

WHEREAS, the Developer is the owner of the property at the time of the execution of this Amendment.

NOW, THEREFORE, the Restrictive Covenants are amended as follows:

1. Paragraph Seven (7) shall be amended to read in its entirety as follows:

"7. Setbacks and Side yards. With the exception of lots eighteen (18) and nineteen (19), all dwellings shall be set back no less than thirty (30) feet from the property line in the direction the building faces. Side yards shall be a minimum of 7 ft. on each side. In each case of a corner lot the home would require a 30 foot side yard on the street side or according to the City of Kaukauna building restrictions, whichever is greater. With regard to lots Eighteen (18) and Nineteen (19) only, all dwellings shall be set back no less than twenty-five (25) feet from the property line in the direction the building faces."

Dated this 28th day of June, 2007.

HUB, INC.

Roger B. Bowers Sr.
Roger B. Bowers, Sr., Vice President

Clifford G. Uitenbroek
Clifford G. Uitenbroek, President

STATE OF WISCONSIN)
(ss.)
OUTAGAMIE COUNTY)

Personally came before me this 28th day of June, 2007, the above named Roger B. Bowers, Sr., Hugo G. Wittmann and Clifford G. Uitenbroek, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Joan M. Klister
Joan M. Klister
Notary Public, State of Wisconsin
My commission expires May 2, 2010

This instrument drafted by:
Attorney David J. Van Lieshout
Little Chute, Wisconsin