

Document Number

Document Title

Restrictive Covenants

Register of Deeds
Calumet County, WI
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Shirley Gregory

Recording Area

Name and Return Address
B & W Enterprises
P. O. Box 346
Kaukauna, WI 54130

Parcel Identification Number (PIN)

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Document #: 418341

SOUTHFIELD WEST RESTRICTIVE COVENANTS

WHEREAS B & W Enterprises, the owner of the property known as Lots 5-45 Southfield West, City of Menasha, Calumet County, Wisconsin.

WHEREAS, Said plat was recorded in the office of the Register of Deed for Calumet County, Wisconsin, on the 4th day of June, 2007 and recorded in Volume D, Page 24, Document #417764.

WHEREAS, the above mentioned plat does 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 for the benefit of all the owners thereof their heirs, successors and assigns.

THEREFORE, it is mutually agreed by the owners and Developers hereto, their heirs, personal representative, successors and assigns, that the lots in said plat 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 1200 sq. ft. on ground floor.
1 1/2 Story	Minimum of 1700 sq. ft. of total living area.
Two Story	Minimum of 1700 sq. ft. of total living area.
Split Level	Minimum of 1700 sq. ft. of total living area.
Raised Ranch	Minimum of 1800 sq. ft. of total living area. 900 sq. ft. of which needs to be completed prior to occupancy.

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

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

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

6. No trailer, tent, shack, garage, basement, barn or other outbuilding shall be used temporarily or permanently as a residence.
7. All dwellings shall be set back no less than twenty five (25) feet from the property line in the direction the building faces. Side yards shall be a minimum of 8 ft. on each side. In the case of corner lot the home would require a 25 foot side yard on the street side. However do to easements on lots 5, 17, 18, 31, 32, 39 & 45 the building set back would be as so noted on the final plat. Or according to the City of Menasha building restrictions, whichever is greater.
8. 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. 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 easements 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. An Architectural Review Committee consisting of two or more members shall be appointed by the Developers. 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. 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 and uncontrolled discretion of the committee. A copy of the blueprint will be kept by the Architectural Review Committee.
11. No sign of any kind shall be displayed to the view on any lot except one professional sign of not more than one square foot an/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. 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 they are not kept, bred or maintained for any commercial purpose. No dog runs allowed.
13. All trash and waste shall be kept in sanitary containers an out of the public view.

14. Satellite dish 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. 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. These covenants shall run with the land and all future conveyances of any lots of the plat shall be subject to the condition, 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.
17. These covenants may be amended, waived or removed by the execution and recordation in the Office of the Register of Deeds for Calumet 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. Furthermore, so long as Developer shall own any property in the subdivision, Developer, by itself alone, shall be entitled to amend, or remove said covenants.
18. One single story 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 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. No pre-built, prefabricated, or earth homes shall be allowed. All exposed concrete porches and stoops must have brick or stone veneer face if over 12" high.
20. No buildings shall be moved on to any lot.
21. At all times during construction, the site shall be maintained to developer's reasonable satisfaction, in a neat and orderly manner.
22. Construction of all residential buildings 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. Except as may be authorized by Developers, no structure of a temporary nature, no trailers, tents, sheds, barns or similar structures, 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, atvs, fishing shanties, etc., must be stored inside the building.

24. No division of lots shall be re-subdivided to create a larger number of lots and no more than one residence shall be erected or constructed upon any lot.

25. 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. At the time the curb and/or gutter is constructed, placement of the topsoil, final grading and seeding of the area between the curbing and the lot line shall be the responsibility of each adjacent lot owner.

26. No unlicensed vehicles or storage area for cars, salvage material or other storage of any nature shall be permitted on any lot or combination of lots within the subdivision.

27. Exception as may be permitted by local zoning regulations and as authorized by Developers, no commercial business shall be allowed or conducted at any time from any lot or combination of lots within the subdivision.

28. Roof pitch for the main structure of home shall be a minimum of 5/12.

29. 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. RESTRICTION CLAUSE. As Owners, B & W Enterprises hereby restrict outlot 1, lots 17, 18, 31, 32 and 45 in that no owner, possessor, user, nor licensee, nor other person shall have any right of use or enjoyment of the shown existing private road easement except that portion of the road encompassed by his/her particular lot.

31. Buyer is responsible for the facility connection fee to Waverly Sanitary District.

32. Buyer is responsible for the Park fee with the City of Menasha.

IN WITNESS WHEREOF, The undersigned have hereunto set their hand and seals this 13th Day of June 2007.

B & W ENTERPRISES

Hugo Wittmann Hugo Wittmann
6-13-07 date

Roger Bowers Roger Bowers
6-13-07 date

STATE OF WISCONSIN)
COUNTY OF CALUMET)

Personally came before me this 13th day of June 2007 the above named Hugo Wittmann and Roger Bowers to me know to be the persons who executed the foregoing instrument and acknowledge the same.

Joan M. Klister Notary Public
Joan M. Klister

Brown County, WI

My Commission Expires May 2, 2010.



This instrument was drafted by:
B & W Enterprises
P.O. Box 346
Kaukauna, WI 54130