

1589959

Document Number

Restrictive Covenants

Document Title

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

DEC - 4 2003

AT 2:56
O'CLOCK ~~AM~~ P.M.

JANICE FLENZ
REGISTER OF DEEDS

Recording Area

pd
21.00

Name and Return Address

R+B Developments Inc
P.O. Box 346
Kaukauna, WI 54130

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

**VAN DE HEY ACRES
RESTRICTIVE COVENANTS**

WHEREAS, K&B Developments Inc., the owner of the property known as Lots 1-7 & 9-14 Van De Hey Acres, City of Kaukauna, Outagamie County, Wisconsin,
 WHEREAS, Edward M. Binsfeld, the owner of the property known as lot # 8 Van De Hey Acres, 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 21st day of March and recorded in Cabinet I Page 37& 38 and document # 1530327.

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 of the benefit of all of the owners thereof their heirs, successors and assigns.

THEREFORE, it is mutually agreed by the owners and Developers hereto, their heirs, personal representatives, 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.

Minimum of 1200 sq. ft. on ground floor.	One story	Raised Ranch
Minimum of 1750 sq. ft. of total living area.	Two story	
Minimum of 1800 sq. ft. of total living area.		

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, basement, garage, barn or other outbuilding shall be used temporarily or permanently as a residence.

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7. 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 8 ft. on each side. In the 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. 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 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. 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 an uncontrolled discretion of the committee, shall seem sufficient. A copy of the blueprint to 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 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. 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. All trash and waste shall be kept in sanitary containers an out of the public view.

14. No external or satellite antennas allowed unless approved by the Architectural Review Committee.

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 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, 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 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. No prebuilt, 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 an orderly manner.

22. Construction of all residential building shall be completed on the outside before occupancy and the inside shall be completed with 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, shacks, 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, minibikes, fishing shanties, etc., must be stored inside building.

24. No division of lots shall be resubdivided to create a larger number of lots and not 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.

26. No unlicensed vehicles or junkyards or storage area for cars, salvage material or other storage of any nature shall not be permitted on any lot or combination of lots within the subdivision.

27. 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 any lot or combination of lots within the subdivision.

28. Roof pitch for the main structure of home shall be a minimum of 6/12.

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 an/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.

IN WITNESS WHEREOF, The undersigned have hereunto set their hand and seals this 18th Day of NOVEMBER 2003.

Edward M. Binsfeld
 Edward M. Binsfeld
 Date 11/18/03

K & B DEVELOPMENTS Inc.

Ferdinand Bowers
 Ferdinand Bowers
 Date 11/18/03

Roger B. Bowers Sr.
 Roger B. Bowers Sr.
 Date 11-18-03

Joan Klister
 Joan Klister
 Date 11-18-03

Roger B. Bowers Jr.
 Roger B. Bowers Jr.
 Date 11-18-03

STATE OF WISCONSIN
COUNTY OF OUTAGAMIE

Personally came before me this 18th day of November 2003 the above

named Roger Bowers Jr., Ferdinand Bowers, Roger B. Bowers Sr., Joan Klister, and
Edward M. Binfield to me known to be the persons who executed the foregoing

instrument and acknowledge the same.

Donald J. Faust

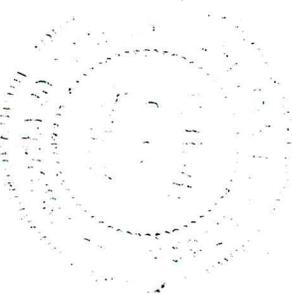
Notary Public

BRENDA L. FLITSCHE

OUTAGAMIE County, WI

My Commission expires 8-29-04

This instrument was drafted by: Joan Klister



1602039

IP 31

Amendment to Restrictive Covenants

Document Number

Document Title

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

MAR 10 2004

AT 2:15
O'CLOCK P.M.
JANICE FLENZ
REGISTER OF DEEDS

Recording Area

Name and Return Address

K+B Developments Inc.
P.O. Box 346
Kaukauna, WI 54130

Parcel Identification Number (PIN)

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**FIRST AMENDMENT TO VAN DE HEY ACRES
RESTRICTIVE COVENANTS**

WHEREAS, K & B Developments Inc. ("Developers") previously recorded Restrictive Covenants with the Outagamie County Register of Deeds by a document dated Nov. 18, 2003 and recorded on the 4th day of Dec 2003 as Document No. 1589959 affecting the property described on a plat recorded in the office of the Register of Deeds for Outagamie County on the 21st day of March 2003, in Cabinet I, Page 37 and 38 as Document No. 1530327 (Hereinafter referred to as the "Restrictive Covenants").

WHEREAS, the Developers wish to amend the Restrictive Covenants.

WHEREAS, the Developers are the owner of the property at the time of the execution of this Amendment.

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

1. 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 a corner lot the home would require a 25-foot side yard on the street side. Or according to the City of Kaukauna building restrictions, whichever is greater.

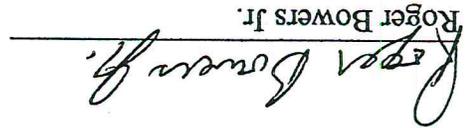
2. Roof pitch for the main structure of home shall be a minimum of 5/12.

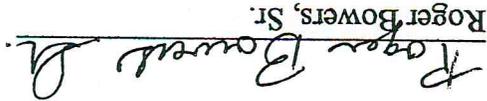
3. All other covenants set forth in the Restrictive Covenants originally recorded with the Register of Deeds are hereby restated by reference.

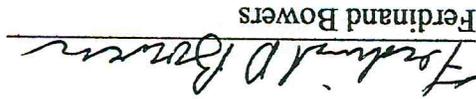
4. This Amendment shall be considered a covenant running with the land and shall be binding upon the parties hereto, their respective heirs, successors and assigns.

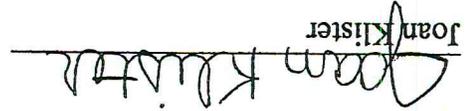
Dated this 15th day of Jan. 2004

K & B Developments Inc.


Roger Bowers Jr.


Roger Bowers, Sr.


Ferdinand Bowers


Joan Klister

STATE OF WISCONSIN)
) ss.
) OUTAGAMIE COUNTY)

Personally came before me this _____ day of January, 2004, the above named Roger Bowers Sr., Joan Klister, Roger Bowers Jr., and Ferdinand Bowers, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Terri D. Fontaine
Notary Public, State of Wisconsin *Terri D. Fontaine*
My commission expires 11-04-07



This instrument drafted by:
Joan Klister