

JP 47

**1650487**

Document Number

Restrictive Covenants

Document Title

OUTAGAMIE COUNTY  
RECEIVED FOR RECORD

FEB 10 2005

AT 2:30 O'CLOCK P.M.  
JANICE FLENZ  
REGISTER OF DEEDS

pd  
2100

Recording Area

Name and Return Address

K & 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

## WILDLIFE HEIGHTS RESTRICTIVE COVENANTS

WHEREAS, K & B Developments Inc. is the owner of the property known as Lots 1-7 and 9-151, Wildlife Heights, , City of Kaukauna, Outagamie County, Wisconsin.

WHEREAS, Ryan P. Verhagen is the owner of the property known as lot 8 Wildlife Heights, 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 7th day of December 2004, at 1:40 p.m., and recorded in Cabinet J, Pages 47-49 and Document #1642662.

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 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,

One Story	Minimum of 1400 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 650 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 or 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. 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 and 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

K & B Developments 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 an 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 or 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. Approval by the City of Kaukauna required.

IN WITNESS WHEREOF, The undersigned have hereunto set their hand and seals  
This 8<sup>th</sup> day of February 2005.

Ryan P. Verhagen  
Ryan P. Verhagen

**K & B Developments Inc.**

Joan M. Klister  
Joan M. Klister

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

Ferdinand D. Bowers  
Ferdinand D. Bowers

Roger B. Bowers Jr.  
Roger B. Bowers Jr.

STATE OF WISCONSIN     )  
COUNTY OF OUTAGAMIE    )

Personally came before me this 8<sup>th</sup> day of February 2005  
The above named Ryan P. Verhagen, Roger B. Bowers Sr., Joan M. Klister, Ferdinand  
D. Bowers, and Roger B. Bowers Jr., to me known to be the persons who executed the  
foregoing instrument and acknowledge the same.

Cindy Penkala  
Notary Public

Cindy Penkala  
Outagamie County, WI

My Commission expires 1-21-07



This instrument was drafted by: K & B Developments Inc.  
Joan Klister  
P.O. Box 346  
Kaukauna, WI 54130