

HORTON HILLS ADDITION NO. 5  
VILLAGE OF HORTONVILLE  
OUTAGAMIE COUNTY

RESTRICTIVE COVENANTS

WHEREAS, the undersigned are all the owners of all the lots in the property known as Horton Hills Addition No. 5, a subdivision being a part of the SW¼ of the NE¼ and the NW¼ of the NE¼ of Section 2, Township 21 North, Range 15 East, Village of Hortonville, Outagamie County, Wisconsin, and

WHEREAS, said plat is recorded in the office of the Register of Deeds for Outagamie County, Wisconsin, as of \_\_\_\_\_ as document number \_\_\_\_\_; and

WHEREAS, the lots within Horton Hills Addition No. 5 do not contain any restrictive covenants and it is the desire of the parties hereto to preserve and protect the desirability, beauty and value of all of the lots owned by them in said subdivision for the benefit of all owners thereof, their heirs, successors and assigns.

NOW, THEREFORE, IT IS MUTUALLY AGREED by the parties hereto, their heirs, successors and assigns that all lots as described above in said subdivision are subject to the following restrictive covenants which shall be construed as covenants running with the land.

A. Minimum Dwelling Space Required:

1. Single story dwellings shall contain a minimum of 1500 square feet of floor space on the ground floor excluding breezeway or attached garage. All single story dwellings shall have an attached garage of not less than 484 square feet and not more than three (3) car stalls with a total square foot not to exceed 1000.
2. One and one-half or two story dwellings shall contain a total of 1800 square feet of finished living area on the first and second floors combined. All one and one-half or two story dwellings shall have an attached garage of not less than 484 square feet and not more than three (3) car stalls with a total square foot not to exceed 1000.
3. All split-level homes shall have not less than 1800 square feet of living space excluding breezeway or attached garage. All split-level homes shall have an attached garage of not less than 484 square feet and not more than three (3) car stalls with a total square foot not to exceed 1000.
4. All bi-level homes shall have no level having less than 900 square feet of living space excluding breezeway or attached garage. All bi-level homes shall have an attached garage of not less than 484 square feet and not more than three (3) car stalls with a total square foot not to exceed 1000.

B. Land Use and Buildings:

1. All lots will be used for single-family dwellings only. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling not to exceed two and one-half (2½) stories in height with an attached garage of not less than 484 square feet and not more than three (3) car stalls with a total square foot not to exceed 1000.
2. One (1) Accessory building shall be permitted only if a proper building permit is obtained. Accessory buildings must have at least 100 square feet of floor space and shall not exceed 1000 square feet of floor area. Accessory buildings must have a concrete floor and constructed of 2x4 construction or equal, shingled roof with a minimum of 5/12 roof pitch. The siding shall be harmonious with the house.
3. All dwellings shall have a minimum roof pitch of 5/12.
4. The exterior of all dwellings shall be completed before occupancy.
5. Construction of all buildings shall be completed within twelve (12) months of the date of visible commencement of such work and landscaping shall be completed within nine (9) months thereafter.
6. No used buildings shall be moved on to any lot.
7. No Modular or Manufactured homes shall be permitted that are constructed with a non-removable steel chassis.
8. No Modular or Manufactured homes shall be permitted that are not constructed to meet or exceed the Uniform Dwelling Code (UDC) Chs. ILHR 20-25, effective December 1, 1995 and any changes or revisions made to that Code.
9. All dwellings shall have poured foundation walls or footings extending at least 4 feet below grade.
10. No building material shall be placed on any lot more than 30 days prior to the time that construction is to commence.

C. Other Restrictions:

1. No unlicensed vehicles shall be permitted on any lot unless stored within a garage or accessory building.
2. No animals may be kept or permitted upon any lot excepting animals which are bona fide pets and are under the complete control of the owner and within the confines of the owner's lot at all times, are on a leash and do not make noise or constitute a nuisance.

3. No wood piles will be permitted on any lot except for the personal use of the owner of the lot and all wood permitted shall be properly screened so as not to be visible from adjacent parcels or streets.
4. No recreation vehicles, travel trailers, boats, snowmobiles, or other vehicles of such nature shall be stored on any lot for a period exceeding eight (8) days, unless stored within a garage or in an area that is properly screened so as not to be visible for adjacent parcels or streets.
5. No trailer, tent, shack, basement, garage, or accessory building shall be used temporarily or permanently as a residence.
6. No Satellite dishes may be placed in front of the home or on the roof of the home. Satellite dishes shall be placed to the side or rear of the home and be hidden from view as much as possible.
7. There shall be no parking of any semi-tractors, semi-tractor trailers or any other trucks or trailers, which contain refrigeration units on any of the lots or streets in this subdivision.
8. It is the responsibility of lot owners to strictly adhere to and finish grade their lot in accordance with the Master Lot Grading Plan and any amendment thereto as approved by the Village Engineer on file in the office of the Village Clerk. If it is believed that any lot owner has violated the Master Lot Grading Plan, then the Developer and/or Village shall notify said lot owner of the alleged violation in writing. Said lot owner shall then have thirty (30) days to provide evidence, satisfactory to the Developer and/or Village that their lot is in compliance with the Master Lot Grading Plan. If the lot owner does not comply with the above requirement then the Developer and/or Village and/or their agents, employees or independent contractors shall have the right to enter upon said lot, at any time, for the purpose of inspection, maintenance of correction of any drainage condition, and the lot owner is responsible for the costs of the same.

D. Architectural Control:

1. No building shall be erected, placed, or altered, on any lot until the Construction plans, specifications, and a plat plan showing the location of the structure have been approved in writing by the Architectural Control Committee hereinafter set forth as to quality of workmanship and materials, color scheme, harmony of external design with existing structures, as to the location with respect to topography, finished grade elevation and existing structure. The Architectural Control Committee shall have the right to refuse to approve any such plans and specifications, which are not desirable in their opinion for any reason. Until the Architectural Control Committee records a different address at the Office of the Register of Deeds for Outagamie County, Wisconsin, or until such time as its rights and responsibilities are assigned, the address of the Committee shall be Eugene M. O'Brien, E1398 Rural Road, Waupaca, WI 54981.

2. The Architectural Control Committee's approval or disapproval shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after the plans and specifications have been submitted, said plans and specifications shall be deemed to have been approved.

E. Time Limit:

These restrictive covenants are to run with the land herein described and shall be binding on all parties and all persons claiming under them unless by a vote of the then record owners of at least 75% of the lands herein described, it is agreed to change said restrictive covenants in whole or in part. These Covenants shall remain in effect for thirty (30) years from date except that they shall be automatically renewed for an additional thirty (30) years unless at least 75% of the property owners file a written document ending or revising the Covenants prior to the end of the thirty year period.

F. Invalidity of any Covenants:

Should any one of these covenants for any reason be declared invalid, such declaration shall not affect the validity of the remaining covenants, which shall remain in full force and effect as if these covenants had been executed with the invalid portion eliminated.

Dated: \_\_\_\_\_

Gene O'Brien Homes, Inc.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

AUTHENTICATION

Signatures of Eugene M. O'Brien and Jeanne K. O'Brien, President and Secretary of Gene O'Brien Homes, Inc., authenticated this \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_

This Instrument was drafted by:  
Eugene M. O'Brien