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**1646871**

Document Number

RESTRICTIVE COVENANTS FOR  
HAEN MEADOWS

Document Title

OUTAGAMIE COUNTY  
RECEIVED FOR RECORD

JAN 12 2005

AT 10<sup>25</sup> O'CLOCK A.M. P.M.  
JANICE FLENZ  
REGISTER OF DEEDS

Recording Area

Name and Return Address

Valley Title Services  
1003 W Northland Ave.  
Appleton, WI 54914

pd  
230

Parcel Identification Number (PIN)

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215-32 (2/99)

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**RESTRICTIVE COVENANTS FOR HAEN MEADOWS  
CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN**

WHEREAS, Winnebago Investments, LLC (hereinafter Developer) is the owner of property known as Haen Meadows, Lots 1 through 98, 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 Twentieth day of October, 2004 at 2:45 O'clock P.M. and filed as Document No. 1636232 in Cabinet J of Plats, Page 29.

1. PURPOSE

The purpose of these covenants is to ensure the use of the property for attractive residential purposes only, to prevent nuisance and the impairment of the attractiveness of the property, to seek the use of quality materials and workmanship, to maintain the desired atmosphere and appearance of the community and, thereby, to secure to each lot owner the full benefit and enjoyment of their home, with no greater restriction on the free and undisturbed use thereof, than is necessary, to ensure the same advantages to the other lot owners. It is understood that Lot 82 is zoned multi-family residential and Lots 96 through 98 are zoned commercial. Therefore these restrictive covenants do not apply to these four lots.

2. MINIMUM FLOOR AREA & DESIGN

All structures to be erected in the Subdivision shall be of a pleasing and harmonious external design and shall conform to all established setback lines; and any dwelling that fails to conform to the specified minimum areas shall not be permitted on any lot, except with prior written approval of Developer.

Lots 8 through 37, 47 through 57 and 63 through 81 shall be used for single family dwellings only. The square footage of the main structure, exclusive of open porches, breezeways and garages, shall not be less than the following:

Dwelling Type	Size
One story above grade (Ranch):	1,200 sq.ft. above grade.
Bi-Level (Raised Ranch):	900 sq.ft. above grade.
Split-Level, Tri-Level and Quad-Level:	1,000 sq.ft. above grade.
Story and one half above grade:	1,000 sq.ft. on the 1 <sup>st</sup> . floor above grade.
Two story above grade:	1,500 sq.ft. above grade.

Lots 1 through 7, 38 through 46, 58 through 62 and 83 through 95 shall be used for two family, duplex or twin dominium dwellings only. The square footage of, **each side of**, the main structure, exclusive of open porches, breezeways and garages, shall not be less than the following:

Dwelling Type	Size
One story above grade (Ranch):	900 sq.ft. above grade.
Bi-Level (Raised Ranch):	900 sq.ft. of total living area.

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Split-Level, Tri-Level and Quad-Level:	1,200 sq.ft. of total living area.
Story and one half above grade:	600 sq.ft. on the 1 <sup>st</sup> . floor and 1,200 sq.ft. total living area.
Two story above grade:	600 sq.ft. on the 1 <sup>st</sup> . floor and 1,200 sq.ft. total living area.

3. LAND USE & BUILDING TYPE

No lot, whether alone or in combination with one or more other lots in this Subdivision, shall be used for anything except single-family or two-family, duplex or twin dominium residential purposes as specified above. All of the 94 lots shall be restricted as follows:

- a. All dwellings shall have not less than a two-car garage attached thereto, of no less than 480 square feet and no two family lot shall have a garage larger than four cars total for both sides.
- b. All dwellings shall have a roof pitch of not less than 5/12 with a roof overhang of a minimum of 18" on the front and rear and 12" on the gable ends.
- c. No used, modular, manufactured, geodesic dome or earth homes will be allowed on any lot.
- d. Developer requires that any and all builders obtain the written approval of Architectural Review Committee before commencing construction of any dwelling in the Subdivision.
- e. All homes, including attached garages, shall be completed within twelve (12) months after commencement of building construction and shall not be occupied prior to completion, except that the interior of the below grade level of split-level, tri-level, quad-level and raised ranch homes need not be completed. All landscaping must be completed within one (1) year after occupancy, except that the Developer may approve a variance. Rocks, painted earth or sand in place of grass, to give a desert look, shall not be permitted. All lawns shall be a minimum of 80% mowed grass, except that the Developer may approve a variance. No unmowed meadow growth (Prairie grass) shall be allowed. All driveways are to be hard-surfaced with concrete, blacktop or similar surface, within two (2) years of occupancy.
- f. Developer reserves the right to complete construction or landscaping that 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, but not limited to, attorney's fees and court costs) shall become a lien on the lot.
- g. No trailer, tent, shack, basement, garage, barn or other outbuilding shall be used temporarily or permanently as a residence.
- h. No dwelling shall exceed two (2) stories in height above finished grade level.
- i. One (1) out building shall be allowed, but it shall be no larger than 12' x 12' and shall be a single-story structure only. It must be covered with the same siding and roofing as used in the construction of the residence, with the same roof pitch as the residence and placed in the rear yard of the lot. Erection of all out buildings shall require written approval by the Architectural Review Committee, who will need building plans, site plan and specifications. The City of Kaukauna also requires a permit to erect an out building.
- j. During construction, no access to the building site shall be allowed through a ditch or over adjacent lots. If any damage is done to adjacent lots or ditches, the owner of the home under construction shall restore or pay the Developer or lot owner for the restoration of said property to its pre-damaged condition.
- k. No building materials shall be placed on any lot more than thirty (30) days prior to the time construction is to begin. No building materials shall remain on any lot more than thirty (30) days after construction is completed.
- l. All residences shall have basements or footings extending at least four (4) feet below grade.

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- m. All trash and waste shall be kept in sanitary containers inside garage. Each lot owner is required to perform all necessary maintenance and upkeep of their lot. No trash, waste, brush, weeds or long grass is permitted. It is the lot owner's responsibility to keep the grass and weeds mowed prior to the start of construction of their residence.
- n. No external antenna, unless approved by the Architectural Review Committee, and no satellite dishes more than eighteen (18") inches in diameter shall be allowed. No satellite dish shall be visible from the street passing by the front of the home.

4. ARCHITECTURAL REVIEW COMMITTEE

The Developer shall appoint an Architectural Review Committee, consisting of one or more members. The Architectural Review Committee shall be charged with the power to pass approval of all plans of residences and out buildings to be constructed in the Subdivision. No residences or out buildings may be constructed without approval of the Architectural Review Committee. The Architectural Review Committee shall approve or deny the design, specifications and location. The external design shall be harmonious to the surrounding homes. Variations are to be approved only where, in the opinion of the Committee, it is deemed to be harmonious and pleasing to the effect of the entire neighborhood or where variations are required by the topography of the land. Refusal or approval of plans and specifications by such Committee may be based upon any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Committee, shall deem sufficient. As long as Developer owns any lot in Haen Meadows, no residence, out building or addition to the foregoing, may be erected on any lot in this subdivision until the plans, site plan and specifications have been submitted to and approved in writing by the Architectural Review Committee. The Architectural Review Committee shall retain a copy of the building plans, site plan and specifications. After Developer no longer owns any of the lots in Haen Meadows, all privileges, powers, rights and authority shall be exercised by and vested in a committee to be selected by the owners of the majority of the lots in Haen Meadows. Submit plans and specifications to:

Alan Ament  
 c/o Ament Real Estate, Inc.  
 217 E. Pacific St.  
 Appleton, WI 54911  
 Office: (920) 831-6000

5. BUILDING SET BACKS

All residences shall be set back not less than twenty-five (25) feet from the street in the direction that the building faces. Side yard set backs shall be a minimum of seven (7) feet. Rear yard set back shall be a minimum of twenty (20) feet. Lot coverage shall be thirty (30) percent maximum. The above are the present set backs required by City of Kaukauna Zoning Ordinance.

6. IMPROVEMENTS

All lot sales include graveled streets, sewer, water and storm sewer lines stubbed to the lot line, and access to natural gas, telephone lines, cable television and underground electric. The City of Kaukauna is responsible for the installation of concrete curb and gutter, concrete streets and concrete sidewalks. These improvements will begin when approximately 75% of the homes have been completed. The City of Kaukauna pays 1/3 of the cost of the street and curb, with the land owner on each side of the street paying 1/3 each. The property owner pays 100% of the cost of the sidewalk. The City of Kaukauna has a eight year payback plan for the street and curb improvements and a five year payback plan on the sidewalk improvements.

7. GRADES

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No building or structure shall be erected or landscaping done until grades have been established by the subdivisions engineering firm. A drainage plan will be given to the lot buyer at closing which shows the drainage elevations at the corners of the lot, the direction of flow lines and the proposed ground elevation at the edge of the home. Buyer or Buyers builder shall contact McMahon and Associates at 920-751-4200 to set the grade stakes. Buyer or Buyers builder may use a different surveyor or engineer with Developers permission. The cost of establishing grades shall be the expense of the property owner. All lots must maintain the site drainage plan and home elevation specified for each lot, as approved by the City of Kaukauna.

8. PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; with the exception of dogs, cats or other household pets, which may be kept, provided they are not kept, bred or maintained for any commercial purpose. No doghouses, dog kennels, cages, sleeping quarters or any kind of outside housing for animals shall be allowed, except that a dog or pet run no larger than 100 sq. ft. in size may be constructed provided that it is not visible from the street passing by the front of the residence. In addition any dog or pet run must be visually hidden from the view of any adjacent lot owner. A dog or pet run may be visually hidden from view by wood fencing, as long as the finished side of the fence faces the lot of the adjoining neighbor or by shrubbery or plantings of sufficient size and placement to impede the view of the dog or pet run to adjacent owners. Solid wood fences are not allowed; board on board or basket weave patterns are acceptable.

9. VEHICLES

No unlicensed vehicles will be permitted on any lot, unless stored within a garage. No boats, recreational vehicles, campers, trailers, tractors, motorcycles, ATV's or lawn maintenance equipment will be permitted to be stored on any lot, unless stored within a garage or out building. No bus, large truck, semi tractor and/or trailer shall be parked anywhere within the exterior boundaries of Haen Meadows, unless they are there less than 48 hours to facilitate a lot owners moving in or out.

10. EXTERIOR COLORS

No bright or vivid green, blue, red or yellow siding shall be allowed on any residence or garage. The Architectural Review Committee shall approve all colors on the exterior of each home.

11. SIGNS

No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one (1) square foot and/or one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. FENCING

No chain link fencing will be allowed as lot line dividers. Wood fencing will be allowed as lot line dividers, as long as the framing side of the fence faces the fence lot owner and the finished side faces the lot of the adjoining neighbor. Solid wood fences are not allowed. Board on board or basketweave patterns are acceptable. The City of Kaukauna also requires a permit to install a fence on any lot.

13. FILL

As long as the Developer owns any lot, in Haen Meadows, the Developer reserves the right to direct the disposition of any dirt that is to be removed from any lot. However, such disposition, as

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directed by the Developer, shall be within a one-mile radius of the lot. It is the responsibility of the owner of the lot to contact the Developer (Winnebago Investments, LLC, c/o Alan Ament, Office: (920) 831-6000 prior to hauling out any fill.

14. EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain that may damage or interfere with the installation or maintenance of utilities, or that may change the direction of flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easements. The easement area of 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 is responsible.

15. NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

16. COVENANTS

- a. These covenants shall run with the land, and all future conveyances of any lots of the Subdivision shall be subject to the conditions, covenants, obligations and restrictions set forth herein. Acceptance of a deed by any purchaser is considered an agreement to observe and abide by such covenants, conditions and restrictions for the protection of all owners within the subdivision.
- b. Invalidation of any one of these covenants by judgement or court order shall in no way effect the remaining provisions, which shall remain in full force and effect.
- c. These covenants and restrictions may be removed, modified, annulled, waived, changed and/or amended at any time and in any manner by a written Declaration setting forth such amendment, (a) by the Developer as long as the Developer owns any lot for resale in the subdivision; (b) after the Developer has sold all lots, then by the owners of at least 75% of the lots. The written Declaration shall be recorded in the office of the Register of Deeds for Outagamie County, Wisconsin.
- d. The Developer and/or individual lot 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 injunction. 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 Developer and/or individual Owners for all out-of-pocket expenses (including actual attorneys' fees and court costs) incurred in successfully enforcing these conditions, covenants, and restrictions.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 7<sup>th</sup> day of January, 2005.

Winnebago Investments, LLC

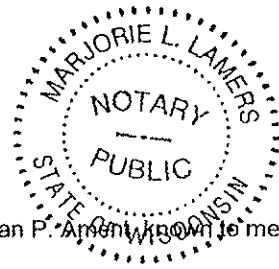
By:   
Alan P. Ament, Member

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STATE OF WISCONSIN) SS  
COUNTY OF OUTAGAMIE)



Personally came before me this 7<sup>th</sup> day of January 2005, the above named Alan P. Ament, Wisconsin, to me to be the person who executed the foregoing instrument.

THIS INSTRUMENT DRAFTED BY: Alan P. Ament  
HM,RestCov,1-5-05.doc/ah

*Marjorie L. Lamers*  
Marjorie L. Lamers - Notary Public  
Outagamie County, Wisconsin  
My commission expires on 6/4/06.

RESTRICTIVE COVENANTS

Document Number

Document Title

Recording Area

Name and Return Address:

Alan Ament  
c/o Ament Real Estate, Inc.  
217 E. Pacific Street  
P.O. Box 652  
Appleton, WI 54912-0652

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