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**Declaration of Restrictions and Covenants
for First Addition to Junction Meadows**



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Tx:4033558

Document Number

Document Title

DOCUMENT # 515380

**TAMARA ALTEN
REGISTER OF DEEDS
CALUMET COUNTY, WI
08/04/2016 11:22 AM
RECORDING FEE: 30.00
OF PAGES: 5**

**Parcel Nos. 002-0577-000430A-000-0-202007-00-4100
002-0577-000440A-000-0-202007-00-4100
002-0577-000450A-000-0-202007-00-4100
002-0577-000460A-000-0-202007-00-4100
002-0577-000470A-000-0-202007-00-4100
002-0577-000480A-000-0-202007-00-4100
002-0577-000490A-000-0-202007-00-4100
002-0577-000500A-000-0-202007-00-4100
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Recording Area

Name and Return Address

**Van's Realty & Construction
2525 S Oneida Street
Appleton WI 54915**

(see left)

Parcel Identification Number (PIN)

Lots 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, and 81 and an undivided 22/39 interest in Outlot Two (2) in FIRST ADDITION TO JUNCTION MEADOWS, Town of Brillion, Calumet County, Wisconsin.

RESTRICTIONS AND COVENANTS FOR FIRST ADDITION TO JUNCTION MEADOWS

WHEREAS, Van's Realty and Construction of Appleton, Inc. (the "Owner" or the "Developer") contemplates the sale and transfer of various parcels and lots in the following described real estate situated in Calumet County, Wisconsin, (the "Property" or the "subdivision") further described as:

Lots 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63 and 81 and an undivided 22/39 interest in Outlot Two (2) in FIRST ADDITION TO JUNCTION MEADOWS, Town of Brillion, Calumet County, Wisconsin.

AND, WHEREAS, such Owner believes it advisable to establish protective covenants and restrictions which will preserve and protect the desirability, beauty and value of the above described Property for the benefit of all the owners thereof and their heirs, personal representative, successors and assigns.

NOW THEREFORE, it is mutually agreed by the Owner and Developer hereto, their heirs, personal representatives, successors, and assigns that the lots in said subdivision are subject to the following restrictive covenants which shall be construed as running with the land:

1. All lots in FIRST ADDITION TO JUNCTION MEADOWS shall be restricted to SINGLE FAMILY RESIDENCES.
2. Minimum Square Footage Requirements:
 - A. Single Story Residences shall contain a minimum of 1050 square feet on the ground floor, excluding breezeway and attached garage.
 - B. All Split-Level Residences shall have not less than 1500 square feet of living space, excluding breezeway and attached garage.
 - C. 1 ½ Story and 2 Story Residences shall contain a minimum of 900 square feet of living space on the ground floor, excluding breezeway and attached garage.
 - D. All Bi-Level and Raised Ranch Residences shall have no level having less than 860 square feet of living space, excluding breezeway and attached garage.
3. All residences must have an attached garage of no less than 480 square feet.
4. All residences must have a roof pitch of no less than 5/12.
5. All residences, including attached garages, shall be completed prior to occupancy.
6. No building shall be moved onto any lot.
7. No building material shall be placed on any lot more than thirty (30) days prior to the time that construction is to begin.
8. All residences shall have basements or footings extending at least four (4) feet below grade.

9. No trailer, tent, shack, basement, garage, barn, or other outbuilding shall be used temporarily or permanently as a residence.
10. All residences shall be set back not less than thirty (30) feet from the street in the direction that the building faces, unless a greater distance is required by the Town of Brillion Zoning Ordinances.
11. The grade of the lots will be set with the approval of the Town of Brillion.
12. All lot sales will include gravel streets and sewer and water lines stubbed to the lot line.
13. So long as Developer owns any lot, Developer reserves the right to direct the disposition of any dirt which is to be removed from any lot. However, such disposition as directed by the Developer shall be within a one-mile radius of the lot.
14. 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 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 of 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 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. An Architectural Review Committee, consisting of two or more members, shall be appointed by the Developer. The Architectural Review Committee shall be charged with the power to pass approval of all plans of residences to be constructed in the subdivision. No residences may be constructed without approval of the Architectural Review Committee. The Architectural Review Committee shall be given a complete set of plans whereby the Committee shall approve or deny the design and location. The external design shall be harmonious and conform to the set back lines. 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 on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Committee, shall be sufficient. Copy of the blueprint shall be retained by the Architectural Review Committee.
16. 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.
17. 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.
18. No cages of any kind, used to house any type of animal outdoors will be constructed in the view of any surrounding neighbor.

19. No dog runs or cyclone fence dog kennels will be allowed.
20. No unlicensed vehicles will be permitted on any lot unless stored within a garage. No boats, recreational vehicles, campers, or trailers will be permitted to be stored on any lot unless stored within a garage.
21. All trash and waste shall be kept in sanitary containers and out of the public view.
22. No external antenna, unless approved by the Architectural Review Committee, and no satellite antennae of more than three (3) feet in diameter, shall be allowed.
23. Outdoor sheds will be allowed if they are no larger than 12' x 12' and are covered with the same siding and roofing as used in the construction of the residence.
24. A secondary garage may be constructed on the lot. Said garages shall be no larger than 24' x 24' and shall conform with the primary residence as to siding, roofing, and roof pitch and shall be approved by the Developer prior to construction.
25. 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 with the subdivision.
26. Enforcement of these covenants may be at law or in equity against any person or persons violating or attempting to violate any covenant. Said enforcement may be either to restrain violation or to recover damages or both. Enforcement may be had by any owner of a lot in the subdivision.
27. 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.
28. 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 sale 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 Calumet County, Wisconsin.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 20th day of July, 2016.

Van's Realty and Construction of Appleton, Inc.

By [Signature]
by Jason Haen, its President

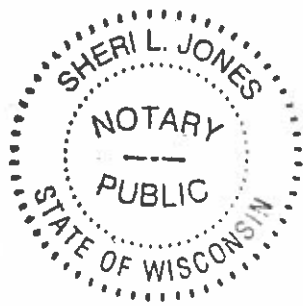
STATE OF WISCONSIN)

SS

COUNTY OF WINNEBAGO)

Personally came before this 20th day of July, 2016, the above-named Jason Haen to be known to be the persons who executed the foregoing instrument and acknowledge the same.

[Signature]
Sheri L Jones



Notary Public, State of Wisconsin

My commission expires 12/20/2017

This Instrument drafted by:
Thomas S. Wroblewski, S.C.
by Thomas J. Wroblewski
180 Main Street
Menasha WI 54952
Ph. 920-722-7229

**FIRST AMENDMENT TO
Declaration of Restrictions and Covenants
for First Addition to Junction Meadows**

Document Number

Document Title

Parcel Nos. 002-0577-000430A-000-0-202007-00-4100
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Name and Return Address

**Van's Realty & Construction
2525 S Oneida Street
Appleton WI 54915**

(see left)

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**FIRST AMENDMENT TO
RESTRICTIONS AND COVENANTS FOR FIRST ADDITION TO JUNCTION MEADOWS**

WHEREAS, Van's Realty and Construction of Appleton, Inc. (the "Owner" or the "Developer") executed Restrictions and Covenants for the First Addition to Junction Meadows which were recorded with the Calumet County Register of Deeds on August 4, 2016 as Document No. 515380 (the "Restrictions and Covenants") regarding the following described real estate situated in Calumet County, Wisconsin, (the "Property" or the "subdivision") further described as:

Lots 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63 and 81 and an undivided 22/39 interest in Outlot Two (2) in FIRST ADDITION TO JUCTION MEADOWS, Town of Brillion, Calumet County, Wisconsin.

AND, WHEREAS, such Owner believes it advisable to amend the covenants and restrictions solely as provided herein and otherwise restate the Restrictions and Covenants which will preserve and protect the desirability, beauty and value of the above described Property for the benefit of all the owners thereof and their heirs, personal representative, successors and assigns.

NOW THEREFORE, it is mutually agreed by the Owner and Developer hereto, their heirs, personal representatives, successors, and assigns that the lots in said subdivision are subject to the following restrictive covenants which shall be construed as running with the land:

1. Except as specifically provided herein, the Restrictions and Covenants are restated, fully incorporated herein as if specifically set forth, and shall remain in full force and effect.
2. In compliance with paragraph 28 of the Restrictions and Covenants, this First Amendment shall be considered a declaration which has been executed by the owners of at least 80% of the lots (in this case, the First Amendment is executed by Van's Realty & Construction of Appleton, Inc. which owns 100% of the lots) and has the written approval of Van's Realty & Construction of Appleton, Inc.
3. All owners of Lots 43-63 and 81 shall have driveways finished to the street with concrete or asphalt within one (1) year of issuance of an occupancy permit. Developer shall have the right (but not the obligation) to install the required finished driveway if any Property owner fails to comply with this provision and charge the Property owner any and all costs associated therewith; in such case, the Developer shall not be liable to any Property owner, and the Property owners specifically and completely waive any and all demands, claims, or causes of action, for loss or damage to person or property, against Developer and its agents unless such damage or loss was the result of the gross negligence or intentional misconduct of Developer, and then, only to the extent and proportion that such loss or damage was caused by Developer or its agents. Any such installation charges shall be paid to Developer within 48 hours of the Property owner(s)' receipt of a bill itemizing such charges from Developer. Any unpaid amounts owed to Developer shall automatically become a lien and assessment against the respective lot.
4. Enforcement of this First Amendment or the Restrictive Covenants may be at law or in equity against any person or persons violating or attempting to violate any covenant or obligation identified in this First Amendment or the Restrictions and Covenants. Said enforcement may be either to restrain violation or to recover damages or both. Enforcement may be had by

Developer or any owner of a lot in the subdivision. The enforcing party shall have the right to recover all costs of collection and enforcement in equity and at law, including but not limited to recovering attorney fees and court costs.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 12th day of December, 2016.

Van's Realty and Construction of Appleton, Inc.

By [Signature]
by Jason Haen, its President

STATE OF WISCONSIN

)
SS

COUNTY OF WINNEBAGO

Personally came before this 12th day of December, 2016, the above-named Jason Haen to be known to be the persons who executed the foregoing instrument and acknowledge the same.



[Signature]
Sheri L. Jones

Notary Public, State of Wisconsin

My commission expires 12/26/2017

This Instrument drafted by:
Thomas S. Wroblewski, S.C.
by Thomas J. Wroblewski
180 Main Street
Menasha WI 54952
Ph. 920-722-7229