

RESTRICTIVE COVENANTS

PARK "R" HEIGHTS SUB-DIVISION Hortonville, Wisconsin

PURPOSE:

The purpose of these restrictions is to insure the use of the property for attractive residential purpose only, to prevent nuisances, and the impairment of the attractiveness of the property, and to maintain the desired atmosphere and appearance of the area, and thereby to secure to each site owner the full benefit and enjoyment of their home.

ARCHITECTURAL REVIEW:

1. All building plans must be approved, prior to the commencement of construction, by the Developer, or its designee. No construction of a residence may commence until the Developer has given written approval to the plans.

TYPES AND SIZES OF STRUCTURES:

2. Only single family residences shall be constructed on any lot. No lot may be subdivided, and only one residence may be constructed on any one lot. Lots may be used only for residential purposes.
3. No residence shall exceed 2 ½ stories in height. The ordinances of the Village of Hortonville shall control the maximum area of a lot that may be covered by a residence.
4. **MINIMUM SQUARE FOOTAGE REQUIREMENTS.** The ground floor area of the main structure, exclusive of open porches, breezeways and garages shall be a minimum of the following:

Single family lots 1 thru 23 and 44 thru 54 also lots 34 & 35

1 story 1500 square feet.

1.5 story 900 square feet.

2 story 900 square feet.

Quad-levels 600 square feet per level with a minimum of 1800 sq ft of finished area.

Bi-level 1500 square feet.

The total minimum square feet for 1.5 and 2 story homes shall be not less than 1800 sq. ft.

Single family lots 24 thru 33 and 36 thru 43

1 story 1700 square feet.

1.5 story 1000 square feet.

2 story 1000 square feet.

Quad levels total minimum of 2000 square feet of finished area.

Bi-levels 1600 square feet.

The total minimum square feet for 1.5 and 2 story homes shall be not less than 1900 square feet.

5. All homes shall be built with an attached two or three car garage, the garage shall be a minimum of 480 square feet.
6. No exterior radio, television or ham radio antennas, or satellite dishes with a diameter greater than (2) feet, will be permitted.
7. No above ground or underground storage tanks shall be permitted.
8. No existing buildings shall be moved onto any lot.

9. No additional buildings shall be constructed on the property.

CONSTRUCTION REQUIREMENTS:

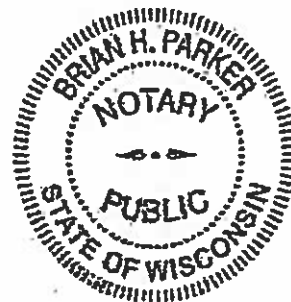
10. In excavating a lot and constructing a residence, the pre-determined grades and drainage plan established by Davel Engineering, shall be followed. The Developer hereby retains the right to approve all grades and to enforce compliance with the pre-determined grades.
11. All roofs shall be constructed with at least a 6/12 grade pitch.
12. The construction of all homes shall be completed within nine (9) months after the commencement of the construction and no home shall be occupied prior to completion.
13. The owner/developer shall have the first rights to any excess excavated material to be removed from any lot in this subdivision. Said excess material to be placed at location, within the sub-division as determined by the Developer.
14. All residences constructed shall conform to the zoning regulations of the Village of Hortonville and Outagamie County.
15. All driveways shall be either concrete or asphalt and shall be completed no later than one year after occupancy.
16. No solar collectors may be placed on any building or structure.
17. All building sites shall be maintained in a neat, clean and orderly fashion.
18. All lots must have landscaping completed and lawn planted within six months of completion of house. If built in winter, landscaping and lawn planting, must be completed by the following July 1.

OTHER RESTRICTIONS ON USE OF PROPERTY:

19. No temporary out-buildings, trailers or similar structures will be allowed without the prior written approval of the Developer.
20. All garbage and trash shall be stored in sanitary garbage containers which shall be stored in the garage.
21. No personal property vehicles, including but not limited to machinery, equipment, materials, boats, snowmobiles, semi-tractors, recreational vehicles, trailers or campers shall be stored outside of a garage.
22. No animals may be kept or permitted upon the premises excepting animals which are bona fide pets and which are under complete control within the confines of the owner's lot at all times, or are on a leash, and which do not make noise or constitute a nuisance or inconvenience to the neighbors. There shall be no outside doghouses or kennels.
23. No noxious, offensive or illegal activities shall be carried on upon any lot before or after construction.
24. Easement 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 and maintenance of utilities or which may change the direction of flow 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 company is responsible.

25. All future transfers of any such lots shall be made subject to the conditions, covenants, obligations, and restrictions herein set forth. It is understood that the acceptance of a deed by any purchaser is to be considered as an agreement to observe and abide by such covenants, conditions and restrictions for protection of all owners of said property.
26. The Restrictive Covenants are established for the benefit of, and may be enforced by, the Developer and/or the owners of lots in Park "R" Heights. In the event that it becomes necessary to commence litigation or retain an attorney to enforce these Restrictive Covenants, the party violating shall pay for all expenses, including actual attorney's fees and court costs incurred by the Developer and/or owner of a lot, in enforcing these Restrictive Covenants.
27. These Restrictive Covenants shall be in effect for a period of twenty (20) years and shall thereafter be automatically renewed for periods of five (5) years each, unless seventy-five percent (75%) of the owners of the residential lots in Park "R" Heights agree in writing to modify or amend these Restrictive Covenants: provided, however, that as long as the Developer owns any lot, no amendment or modification may be made without the written approval of the Developer.
28. Individual lot owners are responsible and liable for any deaths or accidents by their family or guests on their own lots. Developer will not be liable for such accidents or deaths.
29. Public utilities and roads within Park "R" Heights are to be maintained by Village of Hortonville after acceptance of said improvements by the Village.
30. Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the Village Engineer on file in the office of the Village Clerk. The Developer and/or the Village and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance or correction of any drainage condition, and the property owner is responsible for the cost of the same.

Don E. Parker Margaret A. Parker
 Don E. Parker Margaret A. Parker



STATE OF WISCONSIN
 OUTAGAMIE COUNTY

Personally came before me this 7 day of March, 2003, the above named Don E Parker and Margaret A. Parker, owners of Park "R" Heights, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Brian H. Parker Notary Public
 Outagamie County, Wisconsin
 My commission expires 2-26-06