

(recording area)

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Van's Realty & Construction of  
Appleton, Inc.  
2525 S Oneida Street  
Appleton, WI 54915

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR APPLE FIELDS**

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THIS DECLARATION of Covenants, Conditions, and Restrictions for Apple Fields, City of Appleton, Outagamie County, Wisconsin is made this 25<sup>th</sup> day of October, 2022, by Van's Realty & Construction of Appleton, Inc., a Wisconsin corporation, (the "Van's"). Van's is the owner of the following described real estate in the City of Appleton, Outagamie County, Wisconsin, being the real estate now duly described as (hereinafter referred to as the "Property" or the "subdivision"):

**Lots 1 through 19, inclusive, APPLE FIELDS, City of Appleton, Outagamie County, Wisconsin.**

Formerly known as all of Lot 3 and Lot 4, Apple Creek Center, being located in part of the Fractional Northwest 1/4 of the Southwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 7, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin, containing 279,377 Square Feet (6.4136 Acres) of land more or less, subject to all easements, and restrictions of record.

**TAX PARCEL NUMBERS: 311650165; 311650166; 311650167; 311650168; 311650169; 311650170; 311650171; 311650172; 311650173; 311650174; 311650175; 311650176; 311650177; 311650178; 311650179; 311650180; 311650181; 311650182; and 311650183**

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and hereby makes the following declaration of covenants, conditions and restrictions that run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and shall be for the benefit of, and limitations on, all future owners in such subdivision.

1. Purpose. The purpose of the following protective covenants is to enable a uniform programming for establishing a scheme of development and protection of the lands set for the herein; particularly to maintain the value of the land through the regulation, type, size and place of building; lot sizes, reservation of easements, prohibition of nuisances and other land uses that might affect the desirability of this area. Further, the covenants shall be effective in their entirety as to the parties hereto, their heirs, assigns and successors. The covenants, in their entirety shall apply to all lots in Apple Fields subdivision.

2. Land use and building type. All of the lots shall be restricted to use for single-family residential purposes. No more than one residence together with at least an attached two-stall garage. No modular, pre-cut, fabricated or any other pre-built building shall be erected or placed upon the premises and used as a residence or for any other purpose at any time subject to Van's's authorization. All homes shall have a front exterior consisting of approximately 33% brick or stone.

3. Grade. All finished grading must comply with the plat grading and drainage plan.

4. Setback. Set-back lines and building codes for any residence and accessory building shall be in compliance with all ordinances and regulations of Outagamie County and the City of Appleton.

5. Basement/Footings. All residential buildings shall be erected upon a basement built of concrete blocks or solid concrete or other permanent construction.

6. Roof pitch. The roof pitch on any home or outbuilding must be a minimum of 6/12 pitch.

7. Parking of Vehicles. All campers, recreational vehicles, boats, trailers, tractors and any other type of machinery or equipment must be stored inside. Outside storage is limited to 72 hours. No unlicensed vehicles permitted unless stored in a garage.

8. Construction time. The exterior of the house and landscaping must be completed within one year of the beginning of construction.

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9. Minimum floor plan size. The following shall be the minimum floor areas for homes to be constructed on a lot, exclusive of basement area, garage area and open porch areas:

(a) The ground floor of a one-story house shall be a minimum of 1,350 square feet;

(b) A one and one-half story house shall be a minimum of 2,100 square feet;

(c) A two-story house shall be a minimum of 2,200 square feet.

10. Type of Construction. No residence or outbuilding shall be moved from any other premises to the premises hereby conveyed, whether in original condition or renovated.

11. Accessory Buildings/Outbuildings. No more than one accessory building per lot. Accessory building shall conform architecturally and structurally to the residence. Accessory buildings must have a concrete floor. No accessory building with sheet metal or a pole building is allowed. Allowance, dimensions and square footage in accordance with the City of Appleton.

12. Compliance with state and municipal codes. Setback lines, side yard lines and building codes for any residence shall be in compliance with all ordinances and regulations of Outagamie County, the City of Appleton, and the State of Wisconsin.

13. Driveways. All driveways are to be finished within one (1) year of street completion.

14. Streets and Sidewalks. Costs of future concrete streets and sidewalks will be specially assessed to Property owners, not paid for by Van's.

15. Drainage Pattern. The landscaping of each individual lot shall comply with the drainage plan approved by the City of Appleton and on record at Appleton City Hall.

16. Trash/Burning/Litter. All trash and waste shall be kept in sanitary containers out of public view.

17. Antennas/Satellite Dishes. Radio and TV antennas are not allowed on the exterior of a building or on poles. Satellite dishes are allowed, however, they are not allowed in the front or on the roof of a building. Satellite dishes are to be kept to the side or rear of the home and hidden from view as much as possible.

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

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19. Animals. 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, and which do not make noise or constitute a nuisance or inconvenience to the neighbors. No animal cages, dog runs, or cyclone fence dog kennels will be allowed. No person or persons shall raise livestock of any kind or nature.

20. Subdividing. None of the lots may be subdivided or partitioned, except by Van's.

21. Lighting. All outdoor lighting shall be ornamental. Any pole lighting shall be erected on ornamental poles. Flood lighting may be used provided it is not offensive to the neighboring properties or roadway.

22. Temporary Structures. There shall not at any time be erected or placed upon the premises hereby conveyed any temporary building used in the construction of the permanent building. No garage home shall be erected nor placed upon the premises hereby conveyed and no trailer or trailer homes shall be placed or kept upon the premises. No structure other than a fully completed residence shall be occupied.

23. Pre-construction maintenance. Lot owners are responsible for the maintenance of their lots before construction begins. No trash or waste, weeds, woodpiles, or long grass is permitted.

24. Occupancy. No person or persons shall be allowed to live in any garage house or in a basement of any uncompleted residence unless written permission is granted for a period not to exceed two months.

25. Growth and Debris. The owners of each improved lot shall keep said lot, together with all lands lying in road right-of-way between the lot and the traveled portion of all roads that abut the lot, mowed and attractive. No refuse pile, rubbish or unsightly objects shall be allowed to be placed or allowed to remain anywhere thereon; and in the event the owners shall refuse, upon written notification to keep the Property free of weeds, underbrush, refuse piles or other unsightly growth or objects, then agents of the maker of these covenants may enter upon said land and remove same at the expense of the owner, and such entry shall not be deemed as trespass.

26. Salvage Yard. No person or persons shall be allowed to operate any salvage or junk yard or be allowed to have any unlicensed or disabled vehicles on any Property at any time.

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27. Walls and Fences. Any fence must be approved by the Van's and in accordance with City of Appleton ordinances. No wood fences.

28. Encroachment. For purposes of these covenants, conditions and restrictions, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this paragraph shall not be construed to permit any portion of a building to encroach upon another lot.

29. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign no larger than one square foot, one sign of not more than five square feet advertising the Property for sale, or one sign of not more than ten square feet used by the builder to advertise the Property during the construction and sales period.

30. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or other recorded easement agreements. Within these easements, no structure, or 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 or 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 company is responsible.

31. Removal of Dirt. So long as Van's owns any lot in this subdivision, Van's reserves the right to redirect the disposition of any dirt being removed from said owner's lot in accordance with Van's's instructions.

32. Severability. Invalidity of any of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

33. Amendment. This Declaration may be modified, clarified, changed and/or amended at any time and in any manner by written declaration setting forth such modification, change, clarification and/or amendment, which has been executed by the owners of at least fifty percent (50%) of the lots in the subdivision, in such form as to allow it to be recorded in the Outagamie County Register's Office; provided, however, that such modification, change, clarification and/or amendment shall require the written approval, in recordable form, of Van's, so long as Van's owns any lot(s) in the subdivision. Further, so long as Van's owns any property in the subdivision, Van's, by itself alone, shall be entitled to modify, clarify, change and/or amend the covenants, conditions and restrictions.

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34. Enforcement. Enforcement shall be by proceedings at law or equity, against any person or persons violating or attempting to violate any condition, covenant or restriction, either to restrain such violation or to recover damages.

35. Relation to Public Regulations. Where the provisions of this Declaration impose greater restrictions than any statute, ordinance or rule, the provisions of this Declaration shall prevail. Where the provisions of any statute, ordinance or rule impose greater restrictions than this Declaration, the provisions of the statute, ordinance or rule shall prevail.

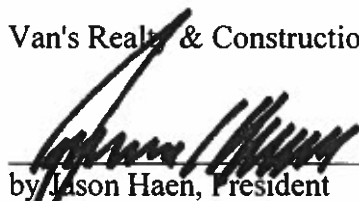
36. Terms. These conditions, restrictions any requirements are covenants running with the land, and shall become binding upon the grantors and grantees of the Property herein, their respective heirs, executors, administrators and assigns, for the period of twenty (20) years from and after the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years, unless any instrument terminating or reducing the term is executed in accordance with Section 33 above.

37. Mailboxes. Van's shall not be responsible or liable for maintenance of mail or parcel delivery, improvements, property, equipment, foundation, or systems. All costs whatsoever related thereto (including installation, repair, maintenance, and replacements) shall be the responsibility of the lot owners, solely and exclusively.

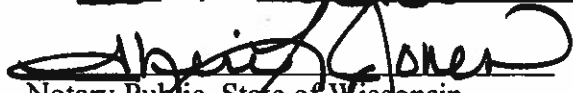
IN WITNESS WHEREOF, Van's has executed this instrument as of the 25<sup>th</sup>

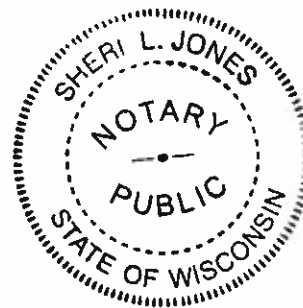
day of October, 2022.

Van's Realty & Construction of Appleton, Inc.

  
by Jason Haen, President

Subscribed and sworn to before me  
this 25<sup>th</sup> day of October, 2022.

  
Notary Public, State of Wisconsin  
My commission expires: 12/26/2025



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This document drafted by:  
Thomas S. Wroblewski, S.C.  
by Thomas J. Wroblewski  
180 Main Street  
Menasha, WI 54952

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