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OUTAGAMIE COUNTY
REGISTERED FOR RECORD

OCT 8 1993

3:51 p.m.
GRACE HERB
REGISTER OF DEEDS

RESTRICTIVE COVENANTS

ALZENA

TOWN OF DALE, OUTAGAMIE, WISCONSIN

The undersigned, Alzena, Inc. (hereafter collectively referred to as "Declarant"), are the owners of the property known as the Alzena Development, the legal description of which is attached as Exhibit "A" ("the Property"). The legal description includes platted lots and outlots which shall be conveyed to third parties for residential purposes.

1. General Purpose. The property is subject to the covenants and restrictions hereby declared to insure the most appropriate development and improvement; to protect the Owners against such improper use of the properties as will depreciate the value hereof; to preserve, so far as practicable, the natural beauty of the Property; to guard against erection of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes and design; to insure the highest and best development of the properties; to encourage and secure the erection of attractive, substantial, traditional homes with appropriate locations on the lots; to prevent haphazard and inharmonious improvements of the lots; to secure and maintain proper setback from streets; to secure and maintain attractive and harmonious landscaping of the lots and Common Property; and in general, to provide adequately for a high type and quality of improvement in the Property; and thereby to enhance the value of investments made by the purchaser of the lots.

2. Land Use and Building Type. No lot shall be used except to single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than on detached single-family dwelling (not to exceed two and one-half stories in height), attached private garage for not less than two automobiles nor more than four. No carports are allowed. Outlot 1 may be used by Declarant for construction and construction related purposes. There will be no bi-levels, tri-levels, split levels, or quad levels.

(A) Dwelling Size. No dwelling may be erected with less than the following minimum area: the area within the perimeter of the main dwelling, measured along the exterior walls, shall not be less than 2500 square feet.

a) The ground floor of a one story house shall be a minimum of 2500 square feet, exclusive of the garage.

b) The ground floor of a one and a half story house shall be a minimum of 1800 square feet. The total square feet shall be a minimum of 2800.

c) The ground floor of a two story or greater house shall be a minimum of 1500 square feet. The total square feet shall be a minimum of 3000.

d) Finished basements, garages, and open porches are not included in computing floor areas.

e) No carports are allowed.

f) No geodesic or dome dwellings or structures.

(B) Set-backs. Minimum lots set-backs shall be in accord with township and county ordinance but shall not be less than 50 feet from the closest point of the closest structure to the road; side yards shall be not less than 25 feet from the adjacent lot line.

C) Completion. All homes must be substantially completed prior to occupancy. Construction must be completed 12 months after commencement of construction (staking or excavation). ALZENA, INC. RESERVES THE OPTION TO REPURCHASE LOT(S) AT THE PRICE WHICH ALZENA SOLD IT IF THE OWNER HAS NOT COMMENCED CONSTRUCTION WITHIN 18 MONTHS OF PURCHASE OF SAID LOT(S).

(D) Driveway. Driveways to be of hard surface, concrete or asphalt, and in place within one year after occupancy.

3. Landscape and Lawns. Landscape plan must be submitted to the President of the Corporation prior to completion of construction. Such landscape layout shall include plantings such that a pleasing appearance shall ultimately be accomplished in the property. Landscaping must be completed within one year after completion of construction (weather permitting), except as varied by the President. Lawns shall be installed as soon as practical after completion of the exterior of the home, taking into account the time of year and weather conditions prevailing at the time of completion of the exterior. Lawns shall be composed of suitable residential seed. Prairie grass or similar natural grasses are prohibited. Lawns and culverts shall be mowed regularly. The Declarant may mow culvert or lawn and assess the affected lot for the cost if the lot owners neglect same.

(A) NO ANTENNAE OR EXTERIOR SATELLITE OR SIMILAR RECEPTION DEVICES WITHOUT PRESIDENTIAL APPROVAL.

(B) NO ABOVE GROUND WIRES OR POLES WITHOUT PRESIDENTIAL APPROVAL. NO CLOTHESLINES ALLOWED.

(C) NO SOIL, SUBSOIL OR EXCAVATED MATERIAL CAN BE REMOVED FROM THE ALZENA FLAT WITHOUT PRESIDENTIAL APPROVAL.

(D) Swimming Pool and Pet Run. The President of the Corporation must approve all plans for the location and construction of outdoor pools and any structure for pets. No above ground pools allowed.

4. Architectural Control. No residence shall be erected in said plat until a copy of the final plans and specifications showing the nature, size, kind, shape, height, materials, location, grade, and plot plan indicating position of any walks, drives, patios, retaining walls and grade of any structure be first submitted to and approved in writing by the subdivider, or such person or persons as the as the subdivider may delegate, provided, however, that when a residence is completed it shall be conclusively presumed that this covenant has been complied with. Every structure shall have a permanent finish on the exterior within six months after the start of construction.

5. Easements. Easements affecting the Property are recorded on the plat in the office of the Register of Deeds of Outagamie County, Wisconsin. Each lot shall be subject to any easement

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granted or hereafter to be granted by the Declarant to the Township of Dale, the Dale Sanitary Sewer District or to any utility or private concern for the erection, construction and maintenance of electric, telephone, gas, cable television, or other utility over, upon, or under portions of any Lot. The Declarant does not hereby reserve for itself and its successors and assigns the right to grant to public or semi-public utility companies easements and rights-of-way or the erection, construction and maintenance required for the transmission of gas, electricity, lights, telephone, cable television and for performing any utility function that the Declarant, its successors or assigns may deem fit and proper for the improvement and benefit of the property. Such easements and rights-of-way shall be confined in underground pipes or conduits, and in any area within 12 feet of all lot lines bordering a roadway and within 6 feet of all lot lines on the perimeter of each lot, with the necessary rights of ingress and egress therefrom and with the rights to do whatever may be necessary to carry out the purposes for which this easement is created.

6. Zoning Laws and Other Governing Regulations. In addition to the provisions hereof, all lots in the Property shall be subject to all ordinances, zoning laws, rules and regulations of the Town of Dale, the Dale Sanitary sewer District, Outagamie County and the State of Wisconsin.

7. Homeowners Association

(A) Membership. Developer and every lot owner of a lot shall be a member of the Homeowners Association. The owner of each lot shall, regardless of size or front footage, shall have one vote in the association. Such owner shall abide by the Bylaws and Articles of Incorporation. Owners shall pay assessments provided for in this Declaration, when due, and shall comply with the Board of Directors of the Homeowners Association.

(B) Personal Obligation: assessments. Each lot owner, except Developer, by acceptance of a deed for the lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Homeowners Association (i) annual assessments or charges, and (ii) special assessments. First year assessments not to exceed \$200/lot. Developer shall be responsible for maintenance costs of subdivision until 66% of lots are sold by Developer, or six (6) years from recording of this document, whichever comes first. At such time Homeowners Association becomes effective and begins to bear such responsibilities.

(C) Purpose of Assessments. The assessments levied by the Homeowners Association shall be used exclusively to promote the health, safety and welfare of the residents.

(D) Special Assessments. The Homeowners Association may levy, in any assessment year, a special assessment for capital improvement. Any such assessment shall have the assent of the members of the Homeowners Association in accordance of the Bylaws.

(E) Uniform rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all lots. The Homeowners Association may at its discretion waive the assessment for any year or part of a year for any lot not occupied as a residence.

(F) Date of Commencement of Annual Assessments. Annual assessments will begin January 1 in the year following the sale of 66% of lots in the subdivision.

(G) Effect of Nonpayment. Any assessment not paid by the due date shall bear interest from the due date at the maximum rate of interest than allowable by Wisconsin law. The Homeowners Association may bring an action at law against the owner personally obligated to

pay the assessment, or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein.

(H) Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage.

8. Signs. No sign of any kind shall be displayed to public view on any lot except one sign of not more than 5 square feet advertising the property for sale, or signs used by the declarant and public builders to advertise the property during construction and initial sales period.

9. Pets, Livestock and Poultry. No animals, livestock, poultry, reptiles or fowls of any kind shall be raised, bred or kept on any lot for resale purposes. Household animals may be kept as pets provided that no single residence may have more than two dogs and two cats. No pets shall be allowed to run free beyond the owner's lot. Animals kept as pets may be maintained out-of-doors provided the structure for maintaining such pets is not closer than 100 feet from any adjacent residence and is approved by the President of the Corporation. All pets must be maintained so that they do not cause a disturbance or create odors or noise which are offensive to neighbors. Nothing contained herein shall be construed to permit the keeping of any pet which shall in any way constitute a nuisance. No pets may be kept in violation of existing governmental zoning regulations if such regulations are more restrictive than the provisions of this section.

10. Division of Property; Sewer Connection; Sewer Fee and Assessment. No lot shall be resubdivided and not more than one residence shall be erected or constructed upon any lot. No lot owner shall grant any right, easement, license or other permit on his lot to another for purposes of connecting any of the utility services including but not limited to sewers, power, cable, gas, telephone service without the express written consent of Alzena, Inc., its successors or assigns. Each lot is subject to sewer hookup and sewer assessment fees by the Town of Dale Sanitary sewer District.

11. Trash. All trash and waste shall be kept in sanitary containers, properly sealed to prevent dispersal and kept from public view until the day of trash pickup.

12. Nuisances, Etc. No noxious or offensive activity shall be carried on any lot nor shall anything done thereon which may be or may become a nuisance to the neighborhood. No trailer, unlicensed vehicles or recreational vehicles or machines may be parked on any lot unless properly garaged.

13. Amendment. These conditions, covenants, and restrictions may be removed, modified, annulled, waived, changed or amended at any time upon affirmative vote or agreement of 75% of the owners of lots in the Property, provided that, as long as Declarant owns any lots in the Property such amendment must have the affirmative vote of the Declarant, and provided further, so long as Declarant owns more than five lots, Declarant may amend the restrictions upon 15 days notice to the addresses of all owners and the President of the Corporation. Any amendment must be properly recorded.

14. Voting. Whenever owners have a right to vote, the owners shall have such right proportional to the number of fraction of the lots(s) they own. If fractional owners differ in voting preference, then their vote will be given appropriate fractional weight.

15. Severability. Invalidation of any one of these covenants by Judgment or Court Order

shall in no way affect any of the other provisions which shall remain in full force and effect.

16. Term. The term of Restrictions herein shall be thirty (30) years from the date of recording after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating or reducing the term shall be executed and recorded in accord with paragraph 12, above.

17. Enforcement. The Declarant and/or Owners may enforce the conditions, covenants and restrictions using any available legal or equitable remedies including by way of example, affirmative or restrictive injunctions. In the event of litigation to enforce these restrictions, the nonperforming party violating any of the restrictions shall reimburse the Declarant or Owner for all out-of-pocket expenses and reasonable attorneys' fees incurred in successfully enforcing these conditions, covenants and restrictions.

Woods this 13th day of July, 1993.

STATE OF WISCONSIN
DOLANVILLE COUNTY

Hassan Kadan came before me this
13th day of July 1993.

[Signature]
Notary Public

Notary Public, Brown County
Expires: 6-19-94

Drafted by: Hassan Kadan

ALBENA, INC.
("Declarant" and "Developer")

By: [Signature]
Hassan Kadan, President

[Signature]
Hassan Kadan, Individually
("Declarant")