

OUTAGAMIE COUNTY
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DECLARATION OF
RESTRICTIVE COVENANTS

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

Affecting Maple Hills Subdivision
A Subdivision located in the City of Appleton
Outagamie County, Wisconsin

MAR 8 1994

AT 9 O'CLOCK A.M. P.M.
GRACE HERB
REGISTER OF DEEDS

WHEREAS, SECURA Development, Inc., (hereinafter "SDI"), became the owner, as Vendee under a Land Contract recorded July 20, 1993, as Document No. 1087502*, in the Office of the Outagamie County Register of Deeds, of the above named Subdivision; and
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24.00

WHEREAS, SDI proposed the following declaration as to limitations, restrictions, and uses to which the lots in said Subdivision may be put, and specified that such declarations shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners and persons claiming under them; and

WHEREAS, prior to the recording of these covenants, SDI transferred its interest in Lots 10, 11, 22, 25, 26, 28, 29, 31, 36, 54, 62 and 70, to certain Buyers, subject to the following provision:

Buyer acknowledges receipt of a copy of the proposed restrictive covenants for Maple Hills, and hereby waives any right to further notice or consent regarding the contents of these restrictive covenants.

NOW THEREFORE, SDI hereby makes the following declaration as to limitations, restrictions, and uses to which all lots in said Subdivision may be put and hereby specifies that such declarations shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners and persons claiming under them.

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1. Purpose. The purpose of these covenants is to ensure the use of property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to seek the use and appearance of the community, and thereby to secure to each site 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 site owners.

2. Land Use and Building Type. No lot, except with prior written approval of SDI or its assigns (hereinafter "Declarant"), whether alone or in combination with one or more other lots in this Subdivision, shall be used except for single-family residential purposes and restricted as follows:

a. All dwellings, except with prior written approval of the Declarant, shall have not less than a two-car garage attached thereto.

This document is provided for GENERAL information purposes only. Buyer or party using this information should have their attorney (with the assistance of the party issuing title evidence) verify that this information is applicable to the property being purchased and that there are not other recorded documents that affect the interpretation of the information contained herein

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- b. All dwellings shall have a roof pitch of not less than 6/12.
- c. One single-story storage shed shall be allowed per lot. Shed plans and specifications shall be submitted to Declarant for approval prior to commencement of construction. Said shed shall be located to the rear of the dwelling on said lot, shall have a maximum storage area not to exceed 144 square feet, and shall be constructed in a style and of materials that are similar to those used in the construction of the dwelling located on said lot.
- d. Declarant may require that any or all builders obtain the prior written approval of Declarant before commencing construction of any dwelling in the subdivision.

3. Architectural Control. As long as Declarant owns any lot in the subdivision, no dwelling or other house or structure or fence may be erected on any lot in this subdivision until the plans and specifications have been submitted to and approved by Declarant. All plans and specifications shall be delivered to:

SECURA Development, Inc.
 Vice President of Real Estate
 P.O. Box 2879
 2401 South Memorial Drive
 Appleton, Wisconsin 54913

If Declarant fails to approve or disapprove such plans and/or specifications within 30 days after same have been received by it, said plans and specifications shall be deemed to have been approved. After Declarant no longer owns any lot in the subdivision, plans for any dwelling, structure, fence, or proposed additions or external modifications to such shall be submitted for approval to the Board of Directors of Maple Hills Property Owners Association, Ltd., or such Architectural Control Committee as the said Board may appoint in accordance with Article VIII of the said Association's Bylaws.

4. Setback Lines. Setback lines shall conform to local zoning regulations except that Declarant may, in promoting overall harmony, establish other requirements in addition to such regulations.

5. Minimum Floor Area and Design. All structures to be erected in the subdivision shall be of pleasing and harmonious external design and shall conform with all established setback lines; and any dwelling which fails to conform to the specified minimum areas shall not be permitted on any lot, except with prior written approval of the Declarant. The square footage of the main structure, exclusive of open porches, breezeways and garages shall be not less than:

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<u>Dwelling Type</u>	<u>Minimum Size</u>
One story above grade	1,800 square feet
Story and a half above grade	2,000 square feet
Two story above grade	2,200 square feet
Total finished area for split levels	2,200 square feet

6. Basement. All homes shall have either basements or standard four-foot footing walls.

7. Grade. No structure or lawn shall be permitted until proper grades for each have been set, in accordance with the approved drainage plan for Maple Hills, by the land surveying firm of Martenson and Eisele, Inc., of Neenah, the cost of which shall be borne by the lot owner.

8. Drainage. No lot owner shall block, dam or otherwise obstruct the flow of surface water drainage so as to cause such water to back-up onto the lot of another property owner or so as to restrict the use or enjoyment of any other lot by any other lot owner. Each lot owner, as a part of the post home construction finish grading/landscaping is responsible to bring their lot into compliance with the approved Subdivision drainage plan.

9. Pre-Construction Maintenance. The owner of any lot is required to perform all necessary maintenance/upkeep of the lot. No trash, waste, brush, weeds or long grass is permitted.

10. Construction Site. At all times during construction, the site shall be maintained, to Declarant's reasonable satisfaction, in a neat and orderly manner. All trash and waste shall be kept in sanitary containers, and out of public view. Outdoor burning of construction debris is prohibited. Builders and/or lot owners shall maintain a dumpster on each construction site and shall be responsible to ensure such dumpster is emptied as often as necessary to ensure debris does not extend over the top edge allowing it to be blown out and onto surrounding properties.

11. Fill. Declarant reserves the right to direct the disposition of any fill, including excess excavation fill which is to be removed from any lot, at the lot owner's expense. However, such disposition as directed by Declarant shall be within a one-mile radius of the lot from which it is being removed. If Declarant does not require specific disposition of any excess fill, the lot owner shall be responsible to locate a site for such disposition and pay all costs associated therewith.

12. Completion of Home. Construction of all residential buildings shall be completed on the outside before occupancy and the inside shall be completed within 12 months of visible commencement of work. Lawns shall be completed within one year of occupancy.

13. Driveways. All dwellings shall, within one year of completion of permanent street paving, install a paved driveway of stable and permanent construction at least 16 feet in width and extending from the edge of the finished roadway surface to the vehicular entrance of the garage.

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14. Used Buildings. No used buildings shall be moved on to any lot.

15. Accessory Structures. No accessory structure, including but not limited to storage sheds, swing sets, dog runs and similar structures, shall be permitted forward of the rear line of the residence. All accessory structures must have prior approval of the Declarant.

16. Temporary Structures, Outbuildings or Trailers. Except as may be authorized by Declarant, no structures of a temporary nature, nor trailers, tents, shacks, barns or similar structures shall be permitted on any lot either temporarily or permanently. No structure other than a completed residence shall be occupied. Recreational vehicles, snowmobiles, boats, trailers, minibikes, fishing shanties, etc., must be stored inside buildings.

17. Signs and Antennae. No sign or antenna including outside earth stations (satellite dishes) shall be displayed or exposed to the public view except as follows: One sign of not more than 6 square feet in area advertising the property for sale or rent or by a builder to advertise the property during the construction and sales period, except that Declarant, as developer, may utilize signs of any size for advertising properties in said Subdivision for sale.

18. Unlicensed Vehicles and Salvage Materials. No unlicensed vehicles or junk yards or storage area for cars or other salvage materials of any nature shall be permitted on any lot or combination of lots within the Subdivision.

19. Commercial Businesses. Except as may be permitted by local zoning regulations and as authorized by Declarant, no commercial business shall be allowed or conducted at any time from any lot or combination of lots within the subdivision.

20. Trash. All trash and waste shall be kept in sanitary containers. No sanitary container is to be put in front of any dwelling sooner than the day before regularly scheduled pick-up.

21. 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 unreasonable annoyance or nuisance to other lot owners or occupants of dwellings in the Subdivision.

22. Zoning, Health, and Other Laws and Regulations. All zoning, health and other laws, ordinances and regulations promulgated by the Municipality having jurisdiction over the Subdivision, Outagamie County, or the State of Wisconsin, which pertain to said Subdivision shall be strictly observed and complied with.

23. Berm/Fence. In the event declarant constructs a berm and/or fence in the Subdivision along selected lots, neither current nor subsequent owners of these lots shall alter such berm, the plantings on it, or any fence that may be erected upon it, or elsewhere in the Subdivision.

24. Trees. No trees planted or transplanted within the

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Subdivision by Declarant shall be moved, trimmed, cut down or otherwise disturbed without the prior written consent of Declarant. It shall be the responsibility of each lot owner to remove and replace any dead or diseased tree on his or her lot within one season after such tree dies or becomes diseased. All replacement trees shall be of like kind, size and quality as the replaced tree and are subject to the approval of Declarant.

25. Animals. No animals, except as normal household pets, shall be kept, bred, or raised on any lot in this Subdivision.

26. Variation. Variations in any of these covenants may be permitted by Declarant where it is reasonably satisfied that such variations will be pleasing and generally in line with adjacent properties and not be a detriment to the Subdivision as a whole. After Declarant no longer owns any lot in the Subdivision, requests for variations shall be submitted to the Board of Directors of Maple Hills Property Owners Association, Ltd. for consideration and approval or rejection.

27. Enforcement. If any lot owner or person/s in possession of any lot or dwelling on any lot within the Subdivision shall violate or attempt to violate any of these covenants, it shall be lawful for any other person/s owning any lot or owning or occupying any dwelling on any lot in the Subdivision to prosecute and/or commence proceedings at law or in equity against the person/s violating or attempting to violate any such covenant, either to prevent such person/s from doing so or to recover damages for such violation or to restrain the violation.

28. Property Owners Association. Every lot-owner to which these covenants apply shall be a Member of the Maple Hills Property Owners Association, Ltd. and shall participate in the operation of the Association in accordance with the Bylaws of the Association. So long as Declarant owns at least one lot in the Subdivision, Declarant shall have the right to appoint the majority of the members on the Board of Directors of the Association. The Board of Directors of the Association, Ltd. is empowered pursuant to Article VI of the Bylaws of said Association, to fix and collect assessments to provide for the operation, care, maintenance and upkeep of all areas for which the Association is responsible. In its exercise of authority under Article VI of said Bylaws, the Board of Directors has the power and duty to collect interest at the rate of 1 and $\frac{1}{2}$ percent (1.5%) per month on overdue assessments, and to suspend voting rights of an Association Member during any period in which such Member is in default in the payment of said assessment. The Board of Directors may vary the amount of annual assessments by not more than 15% from the immediately preceding year without membership approval, and by more than 15% only when so authorized by a majority vote of Members own.

29. Term. These covenants and restrictions herein contained shall be in effect for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years, unless an instrument terminating or reducing this term shall be executed and recorded in accordance with the requirements and procedures set forth in paragraph 29.

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30. Amendment. These covenants may be amended, waived, or removed by the execution and recordation in the office of the Register of Deeds for Outagamie County, Wisconsin, of an instrument executed by not less than two-thirds (2/3) of the lot owners, provided that so long as the Declarant is the owner of any lot or property affected by these covenants, or amendment thereto, no such amendment, waiver or removal will be effective without Declarant's prior written consent, in recordable form. Further, so long as Declarant shall own any property in the subdivision, Declarant, by itself alone, shall be entitled to amend, waive, or remove said covenants.

31. Invalidity of any Covenants. Should any one of these covenants for any reason be declared invalid, such declaration shall not affect the validity of the remaining covenants, which remaining covenants shall remain in full force and effect as if these covenants had been executed with the invalid portion thereof eliminated.

IN WITNESS WHEREOF, SECURA Development, Inc. has signed and sealed this instrument this 24th day of February, 1994.

In Presence of:

SECURA Development, Inc.

[Signature]

By: [Signature]
John S. Bubolz, President

[Signature]

Attest: [Signature]
Robert D. Bauman, Secretary

J 15425 I 09

Drafted by:
Attorney Daniel P. Ferris
2401 South Memorial Drive
Appleton, WI 54915

Return to:

SECURA Development, Inc.
2401 S. Memorial Drive
P.O. Box 2879
Appleton, WI 54913

J 15455 I 11

OUTAGAMIE
Document # **1115969**

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS

MAR 9 1994

Affecting Maple Hills Subdivision
A Subdivision located in the City of Appleton
Outagamie County, Wisconsin

AT 3:10
O'CLOCK A.M. P.M.
GRACE HERB
REGISTER OF DEEDS

TO WHOM IT MAY CONCERN:

WHEREAS, SECURA Development, Inc. (hereinafter "SDI"), a Wisconsin Corporation, as Declarant, on the 24th day of February, 1994, executed an instrument entitled DECLARATION OF RESTRICTIVE COVENANTS, (hereinafter "Covenants") which instrument was recorded in the office of the Register of Deeds for Outagamie County, Wisconsin, on the 3rd day of March, 1994 at 9:00 a.m. in Jacket 15425, Images 2-9, as Document No. 1115224; and

WHEREAS, paragraph number 30 of the Covenants provides as follows:

Amendment. These covenants may be amended, waived, or removed by the execution and recordation in the office of the Register of Deeds for Outagamie County, Wisconsin, of an instrument executed by not less than two-thirds (2/3) of the lot owners, provided that so long as the Declarant is the owner of any lot or property affected by these covenants, or amendment thereto, no amendment will be effective without Declarant's prior written consent, in recordable form. Further, so long as Declarant shall own any property in the Subdivision, Declarant, by itself alone, shall be entitled to amend, waive, or remove said covenants;

WHEREAS, SDI currently owns property in the Subdivision; and

WHEREAS, SDI, desires to modify and revise the Covenants as set forth hereinbelow.

NOW, THEREFORE, SDI hereby declares that the Covenants affecting Maple Hills Subdivision as set forth in Document No. 1115224, recorded in the office of the Register of Deeds for Outagamie County, be and are hereby amended as follows:

1. That paragraph number 2 of the Covenants is amended to read as follows:
 2. Land Use and Building Type. No lot, except with prior written approval of SDI or its assigns (hereinafter "Declarant"), whether alone or in combination with one or more other lots in this Subdivision, shall be used except for single-family residential purposes and restricted as follows:
 - a. All dwellings, except with prior written approval of the Declarant, shall have not less than a two-car garage attached thereto.
 - b. All one-story dwellings shall have a roof pitch of not less than 8/12. All other dwellings shall have a roof pitch of not less than 6/12.
 - c. One single-story storage shed shall be allowed per lot. Shed plans and specifications shall be submitted to Declarant for approval prior to commencement of construction. Said shed shall be located to the rear of the dwelling on said lot, shall have a maximum storage area not to exceed 144 square feet, and shall be constructed in a style and of materials that are similar to those used in the construction of the dwelling located on said lot.
 - d. Declarant may require that any or all builders obtain the prior written approval of Declarant before commencing construction of any dwelling in the Subdivision.

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12:00

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2. That paragraph number 5 of the Covenants is amended to read as follows:

5. Minimum Floor Area and Design. All structures to be erected in the Subdivision shall be of pleasing and harmonious external design and shall conform with all established setback lines; and any dwelling which fails to conform to the specified minimum areas shall not be permitted on any lot, except with prior written approval of the Declarant. The square footage of the main structure, exclusive of open porches, breezeways and garages shall be not less than:

Dwelling Type	Minimum Size
One story above grade	2,000 square feet
Story and a half above grade	2,000 square feet
Two story above grade	2,200 square feet
Total finished area for all levels	2,200 square feet

3. That except as above amended, the Covenants set forth in Document No. 1115224, Outagamie County Register of Deeds, be and hereby reaffirmed.

IN WITNESS WHEREOF, the Declarant, SECURA Development, Inc., has signed this instrument this 7th day of March, 1994.

In Presence of:

SECURA Development, Inc.

[Signature]

By: [Signature]
Robert K. Hoepfner, Vice President

[Signature]

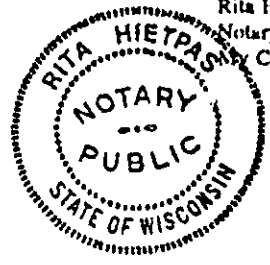
Attest: [Signature]
Robert D. Bauman, Secretary

STATE OF WISCONSIN)
) SS
WINNEBAGO COUNTY)

Personally came before me this 7th day of March, 1994, the above named Robert K. Hoepfner, Vice President, and Robert D. Bauman, Secretary, of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

[Signature]
Rita Hietpas

Notary Public, State of Wisconsin
Commission expires: 1/8/95



Drafted by and return to:
Attorney Daniel P. Ferris
SECURA Development, Inc.
2401 S. Memorial Drive
Appleton, WI 54915



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OUTAGAMIE
Document # 1128456

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

JUL 1 1994

AT 8:30 O'CLOCK A.M. P.M.
GRACE HERB
REGISTER OF DEEDS

SECOND AMENDMENT
TO
DECLARATION OF RESTRICTIVE COVENANTS

Affecting Maple Hills Subdivision
A Subdivision located in the City of Appleton
Outagamie County, Wisconsin

TO WHOM IT MAY CONCERN:

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12.00

WHEREAS, SECURA Development, Inc. (hereinafter "SDI"), a Wisconsin corporation, as Declarant, on the 24th day of February, 1994, executed an instrument entitled DECLARATION OF RESTRICTIVE COVENANTS, (hereinafter "Covenants") which instrument was recorded in the office of the Register of Deeds for Outagamie County, Wisconsin, on the 3rd day of March, 1994 at 9:00 a.m. as Document No. 1115224, Jacket No. 15425, Image No. 2; and

WHEREAS, on March 7, 1994, SDI executed an instrument entitled Amendment Declaration of Restrictive Covenants, (hereinafter "Amended Covenants"), which instrument was recorded in the office of the Register of Deeds for Outagamie County, Wisconsin, on the 9th day of March, 1994 at 3:20 p.m. as Document No. 1115969, Jacket No. 15455, Image No. 11; and

WHEREAS, paragraph number 30 of the Amended Covenants provides as follows:

Amendment. These covenants may be amended, waived, or removed by the execution and recordation in the office of the Register of Deeds for Outagamie County, Wisconsin, of an instrument executed by not less than two-thirds (2/3) of the lot owners, provided that so long as the Declarant is the owner of any lot or property affected by these covenants, or amendment thereto, no amendment will be effective without Declarant's prior written consent, in recordable form. Further, so long as Declarant shall own any property in the Subdivision, Declarant, by itself alone, shall be entitled to amend, waive, or remove said covenants;

WHEREAS, SDI currently owns property in the Subdivision; and

WHEREAS, SDI desires to further modify and revise the Covenants to make provision for the use and maintenance of decorative street sign posts within the Subdivision as set forth hereinbelow.

NOW, THEREFORE, SDI declares that the Amended Covenants be and are hereby further amended as follows:

1. That paragraph number 32 is added to read as follows:
 32. Decorative Street Sign Posts. Decorative street sign posts shall

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OUTAGAMIE **1137414**
Document # _____

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OUTAGAMIE COUNTY
RECEIVED FOR RECORD

OCT 7 1994

**THIRD AMENDMENT
TO
DECLARATION OF RESTRICTIVE COVENANTS**

AT 10 O'CLOCK A.M. P.M.
GRACE HERR
REGISTER OF DEEDS

**Affecting Maple Hills Subdivision and Maple Hills II Subdivision
Subdivisions located in the City of Appleton
Outagamie County, Wisconsin**

12.03

TO WHOM IT MAY CONCERN:

WHEREAS, SECURA Development, Inc. (hereinafter "SDI"), a Wisconsin corporation, as Declarant, on the 24th day of February, 1994, executed an instrument entitled DECLARATION OF RESTRICTIVE COVENANTS, (hereinafter "Covenants") which instrument was recorded in the office of the Register of Deeds for Outagamie County, Wisconsin, on the 3rd day of March, 1994 at 9:00 a.m. as Document No. 1115224, Jacket No. 15425, Image No. 2; and

WHEREAS, on March 7, 1994, SDI executed an instrument entitled Amendment Declaration of Restrictive Covenants, (hereinafter "Amended Covenants"), which instrument was recorded in the office of the Register of Deeds for Outagamie County, Wisconsin, on the 9th day of March, 1994 at 3:20 p.m. as Document No. 1115969, Jacket No. 15455, Image No. 11; and

WHEREAS, on June 8, 1994, SDI executed an instrument entitled Second Amendment to Declaration of Restrictive Covenants (hereinafter "Second Amended Covenants"), which instrument was recorded in the office of the Register of Deeds for Outagamie County, Wisconsin, on the 1st day of July, 1994 at 8:30 a.m., as Document No. 1128456, Jacket No. 15908, Image No. 32; and

WHEREAS, paragraph number 30 of the Covenants as amended provides as follows:

Amendment. These covenants may be amended, waived, or removed by the execution and recordation in the office of the Register of Deeds for Outagamie County, Wisconsin, of an instrument executed by not less than two-thirds (2/3) of the lot owners, provided that so long as the Declarant is the owner of any lot or property affected by these covenants, or amendment thereto, no amendment will be effective without Declarant's prior written consent, in recordable form. Further, so long as Declarant shall own any property in the Subdivision, Declarant, by itself alone, shall be entitled to amend, waive, or remove said covenants;

WHEREAS, SDI currently owns property in the Subdivision; and

WHEREAS, SDI desires to further modify and revise the Covenants to subject contiguous platted real estate to the Covenants as amended.

