

**DECLARATION OF RESTRICTIVE COVENANTS
FOR
MACKVILLE CROSSING**

a Subdivision Located in the Town of Center,
Outagamie County, Wisconsin,

consisting of a part of
the Northwest 1/4 and the Southwest 1/4
of the Southwest 1/4 of Section 26,
Township 22 North, Range 17 East,
Town of Center, Outagamie
County, Wisconsin.

MACKVILLE CROSSINGS, LLC (DECLARANT),
owner of the above described property, now consisting
of Lots 1 through 33 and Outlot 1, hereby makes the
following Declaration of restrictions as to the use and
development of the property and states that such
restrictions shall constitute covenants to run with the
land and bind all parties having or acquiring any right,
title or interest in the property or any part thereof.

The purpose of this Declaration is to ensure that the property will become and remain an attractive residential community through proper land planning, maintenance of open space, use of quality materials and prevention of haphazard improvements and nuisances. This Declaration is intended to secure to each property owner the full benefit and enjoyment of their property with no greater restriction on the development and use of the property than is necessary to secure the same benefits and advantages to other property owners.

A. LAND USE

1. Single Family Residential. No lot, alone or in combination with any other lots, shall be used for any purpose other than as a single family residence.
2. Nuisance. No activity shall be conducted and no equipment or processes shall be used or maintained on the property that creates unusual noise, vibration, glare, fumes, odors or electrical interference detectable by normal senses beyond the lot boundary except in connection with construction, repairs or maintenance of the property.
3. Temporary Buildings & Structures. No temporary building or structure shall be occupied for living purposes at any time.
4. Vehicles. No vehicles, except those used for general personal transportation on a recurrent basis, shall be parked or stored on the lot unless parked or stored within the garage.
5. Trash. All trash and waste shall be kept in sanitary containers. No sanitary container shall be placed in the front of any dwelling prior to the day before regularly scheduled collection, except as may be authorized by Town Ordinance.

OUTAGAMIE
Document # _____

1625721

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

AUG 3 2004
AT 1:15 O'CLOCK ~~A.M.~~ P.M.
JANICE FLENZ
REGISTER OF DEEDS

Return to:
Atty Steven P. Krause
15 Park Place
Appleton, WI 54914-8250

pd
25.00

6. Animals. No animals may be kept, raised or permitted on the property except animals that are bona fide household pets and which are under complete control within the confines of the lot or on a leash and which do not constitute a nuisance or inconvenience to other property owners. Each owner shall be responsible for the timely disposition of all animal waste on the property.

B. BUILDING & STRUCTURES

1. Dwelling Size. All single family dwellings shall have the following minimum floor area exclusive of open porches, breezeways and garages:

<u>Dwelling Type</u>	Lot No.'s <u>#16-#22</u>	Lot No.'s <u>#1-#15 & #23-#33</u>
1-Story Above Grade	1,700 sq. ft.	2,000 sq. ft.
1 1/2-Story Above Grade	2,000 sq. ft.	2,400 sq. ft.
2-Story Above Grade	2,000 sq. ft.	2,600 sq. ft.
Split Level (2 floors)	1,800 sq. ft.	2,400 sq. ft.

All ranches shall have a minimum roof pitch of 8 to 12 and 40% of the front elevation of ranch homes must be brick or stone.

All other dwellings shall have a minimum roof pitch of 6 to 12.

2. Dwelling Foundations. All dwellings shall have basements.
3. Garages. All dwellings shall have an attached garage of not less than 600 square feet.
4. Off-Site Buildings. No building shall be moved onto the lot.
5. Accessory Buildings. All accessory buildings must conform to the style of the home. No pole buildings allowed. (Maximum size - 1,000 square feet.)
6. Antennas. No radio, television or other communication antenna or aerial shall be permitted as a freestanding structure. Any antenna shall be installed appurtenant to the dwelling and shall not extend to a height of more than 8-feet above the ridge line of the roof. A satellite or dish type antenna shall not be permitted unless smaller than 20-inches in diameter.
7. Signs. No sign shall be displayed or exposed to public view except as follows:
 - a. One sign per lot, not exceeding six square feet in area, advertising the property for sale;
 - b. Subdivision identification signs erected by the DECLARANT; and
 - c. Signs placed by public authorities.

The DECLARANT may utilize signs of any size advertising the subdivision or any properties within the subdivision.

8. Set-Backs. All buildings shall have a minimum front yard set-back of 40-feet, which exceeds the 25-foot set-back shown on the final plat.

C. SITE DEVELOPMENT

1. Division Of Lots. No lot shall be subdivided where such division would create a lot or building site smaller than the original lot as shown on the recorded plat. However, nothing herein shall prohibit the division by Certified Survey Map of Lot 23 into two separate buildable lots with each Lot being separately subject to the restrictions of this Declaration and, likewise, subject to any benefits described in this Declaration, most particularly the "one vote per one lot" concept provided for herein.
2. Grades. The DECLARANT shall provide each lot owner with a plan indicating all established grade elevations per the approved drainage plan for the subdivision. All lot owners will be required to abide by the drainage plan. DECLARANT shall have no further responsibility with regard to lot grades or drainage.
3. Completion. All exterior construction on the dwelling shall be completed prior to occupancy and interior construction shall be completed within 12-months of visible commencement of dwelling construction.
4. Construction Site. No construction material or equipment shall be placed on any lot more than 30-days prior to the commencement of construction. The construction site shall be maintained in a neat and orderly manner with timely removal of all waste materials.
5. Landscaping. Within 12-months of occupancy, each lot owner is required to install their lawn. Every lot owner shall remove or replace any dead or diseased tree on the lot within one season after such tree dies or becomes diseased.
6. Easements. Any easement upon any lot shall be maintained by the lot owner. No structure, improvement, material or vegetation, shall be located on the easement that would interfere with drainage or the installation and maintenance of utilities. Utility easements will be graded to within 4-inches of their final grade. Any deviation from that grade will be at owner's expense and shall require the prior written approval of the DECLARANT.

D. DESIGN

1. Plan Submittal. Plans shall consist of at least four elevations, to scale, showing dimensions, architectural or design features and materials to be used. All plans shall remain on permanent file. Plans shall be submitted to:

MACKVILLE CROSSINGS, LLC
940 South Keller Park Drive
Appleton, WI 54915
2. Plan Evaluation. Plans shall be evaluated based on external design, size, materials and the relationship of the building to the lot including areas for passive and active open space uses and other buildings and open spaces on adjacent lots. Plan approval may be denied based upon aesthetic grounds. Plan approval shall not be unreasonably withheld. Reasons for plan disapproval shall be stated in writing. The DECLARANT shall sign all approved plans. Failure of the DECLARANT to act within 30-days of plan submittal shall be deemed an approval of the plan.

E. RESTRICTIONS ON USE AND DEVELOPMENT OF OUTLOT 1

1. Purpose. Outlot 1 shall be permanently retained in a storm water detention pond subject to and consistent with drainage functions and improvements for the benefit of the owners of all of Lots 1 through 33. Furthermore, it shall be retained in its scenic and open condition for aesthetic purposes and for the recreational use and benefit of the lots which surround Outlot 1, namely, Lots 23 through 32.
2. Maintenance Easement. There shall be an affirmative duty to maintain, protect and manage Outlot 1 consistent with its purpose as a storm water detention pond. Outagamie County and the Town of Center shall have the unqualified right to inspect and, if necessary, maintain Outlot 1 in the event of non-performance by the "Association" as hereinafter defined. In the event that it is necessary for Outagamie County to maintain, or otherwise incur expenses, relative to Outlot 1, Outagamie County and the Association agree that such expenses may be assessed back to the Association.

F. PROPERTY OWNERS' ASSOCIATION AND ASSESSMENTS

1. Creation and Organization.
 - a. Creation. DECLARANT has created Mackville Crossing Property Owners' Association, Inc. (the "Association") as a nonprofit and nonstock corporation. DECLARANT shall convey fee simple title of Outlot 1, unencumbered by any lien, to the Association. The Association may adopt Bylaws amplifying upon, but not inconsistent with, the provisions of this Section F.
 - b. Purpose of Association.
 - (1) To own, maintain, improve, police, preserve, protect and use Outlot 1 consistent with Section E of this Declaration.
 - (2) To aid and cooperate with the members of the Association and property owners in the Subdivision in the enforcement this Declaration.
 - (3) To arrange social and recreational functions for its members.
 - (4) To do things necessary to promote the general welfare of the lot owners of the Subdivision.
 - c. Mandatory Membership. The Association shall have only one class of members. Every beneficial owner (fee simple ownership as distinguished from a security holder) of Lots 23 through 32 shall be a member. Membership shall terminate on such member's ceasing to be the beneficial owner of a lot.
 - d. Voting Rights. Each member in good standing shall be entitled to vote on each matter submitted for a vote to the members. A member shall have one vote for each lot owned. Where two or more owners own a lot, only one vote for such lot shall be allowed and the joint owners shall designate and register

with the Secretary of the Association, the name of the owner entitled to cast such single vote.

- e. Assignment of Rights. An owner who is a member of the Association may assign his or her membership rights to any tenant residing on the lot. Such assignment shall be effected by filing with the secretary of the Association a written notice of assignment signed by the beneficial owner.
- f. Annual Meeting. An annual meeting of the members shall be held in January of each year. The time and place shall be fixed by the Board of Directors.
- g. Regular and Special Meetings. In addition to the annual meeting, regular and special meetings may be held at a time and place to be determined by the Board of Directors.
- h. Notice of Meetings. Written notice stating the date, time and place of any meeting of members shall be delivered personally or by mail to each member not less than 10 days nor more than 60 days before the date of such meeting.
- i. Quorum. The members holding a majority of the votes that may be cast at any meeting shall constitute a quorum at any meeting.

2. Board of Directors.

- a. General Powers. The affairs of the Association shall be managed by the Board of Directors subject to any instructions of the members or subject to the approval of the members as may be expressed by a vote of the members. The Board shall consist of not less than three members of the Association. The Board shall assume management of the Association at the first annual meeting after three-quarters of the lots have been sold by the DECLARANT or within five years of the date of recording of this Declaration, whichever is earlier. Prior to such time, the DECLARANT shall manage the affairs of the Association.
- b. Terms and Offices. The Board of Directors shall be elected by the members at the annual meeting for a term of one year. The Board of Directors shall elect officers consisting of president, secretary and treasurer. The president shall preside at all meetings. The secretary shall keep the minutes of all meetings of the Association and the Board of Directors. The treasurer shall receive and deposit all Association funds.
- c. Vacancies. Vacancies because of death, resignation, disqualification or otherwise may be filled by appointment of the Board until the next annual meeting.

3. Fees and Assessments

a. Determination of Annual and Special Assessments.

- (1) The Association shall establish an annual budget in advance for each calendar year of all Association expenses for such year which may be required for the proper operation and management of the Association and for the ownership, maintenance, improvement, policing and/or preservation of Outlot 1. The annual budget shall be in a minimum amount equal to 125% of the total of the net real estate property tax bill (excluding special assessments) for Outlot 1 for the immediately preceding year plus the total of any noticed (but unpaid) municipal special assessments upon such Outlot. Review and discussion and approval of such annual budget shall be an agenda item at each annual members' meeting of the corporation. Copies of such budget shall be delivered to each member along with the notice of annual meeting, if not before.
- (2) Special assessments, other than those described in subparagraph (a) above, may be made by the corporation pursuant to section 779.70, Wis. Stats.

- b. Allocation of Assessments. Unless otherwise provided under section 779.70, Wis. Stats., all assessments levied shall be equal in amount against each lot. Assessments shall be due and payable at any time after thirty (30) days from the date of the levy as determined by the board of directors.
- c. Collection of and Interest Upon Unpaid Assessment. Any assessment, or installment thereof, not paid when due shall bear interest, at the rate of twelve percent (12%) per annum from the date when due until paid. Each lot owner shall be personally liable to pay any assessment including interest thereon and costs of collection which shall include reasonable attorneys' fees. The Association may bring an action against the lot owner for the collection of any unpaid assessment.
- d. Assessments Constitute Liens. All assessments, until paid, together with interest thereon and actual costs of collection, constitute a lien on the lots on which they are assessed, if a claim for lien is filed within six (6) months from the the date of the levy in conformity with the provisions of section 779.70, Wis. Stats.
- e. Enforcement of Lien. Enforcement of such lien by the corporation shall be in conformity with the provisions of section 779.70, Wis. Stats.
- f. Assignment of Fees and Assessments. In the event any member whose fees and assessments are paid in full, shall, during the year in which such fees and assessments are paid, terminate his or her membership by sale of his or her lot, he or she shall be entitled to assign to the buyer the benefit of the paid fees and assessment.

G. GENERAL PROVISIONS

1. Relation to Public Regulations. Where the provisions in 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.
2. Severability. Invalidation of any one of the provisions of this Declaration by judgement or order of a court of competent jurisdiction shall not affect any other provision which shall remain in full force and effect.
3. Enforcement. These restrictions shall run with the land and be binding upon the DECLARANT, its successors and assigns. All future transfers of any lots shall be made subject to the restrictions, obligations and conditions set forth in this Declaration. It is understood that the acceptance of a deed for any lot by any purchaser is to be considered as an agreement to abide by the restrictions, obligations and conditions of this Declaration. The Association or any lot owner may enforce the provisions of this Declaration by proceedings in law or equity against any person violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, or both. The Town of Center and Outagamie County may enforce the provisions of Section E, Section F and Section G of this Declaration.
4. Collection of Unpaid Taxes/Special Assessments Upon Outlot. In the event that the Association fails to pay any real estate property taxes and/or municipal special assessments upon Outlot 1, either the Town of Center or Outagamie County shall have the right to assess an equal one-tenth (1/10) share of such unpaid taxes/special assessments against each of Lots 23 through 32 of the Subdivision.
5. Modification. This declaration can be amended, waived or terminated in whole or part at any time by the execution of a written instrument in recordable form by the owners of at least fifty-one percent (51%) of the lots (one vote per one lot). However, any amendment, waiver or termination shall require written approval of the DECLARANT, in recordable form, so long as it owns more than twenty-five percent (25%) of the lots. Furthermore, any amendment or modification of Section E, Section F and/or Section G of this Declaration shall require the written approval of any Town of Center and Outagamie County plat approval authority.

IN WITNESS WHEREOF, Casaloma Properties, Inc. has executed this Declaration as of the 3rd day of August, 2004.

MACKVILLE CROSSINGS, LLC

By: _____


Ronald A. Dercks, Member

By: _____


Dennis R. Buschke, Member

By: William J. Rathsack
William J. Rathsack, Member

Signatures of Ronald A. Dercks, Dennis R. Buschke and William J. Rathsack
authenticated this 3rd day of August, 2004.

Steven P. Krause
Steven P. Krause
Member: State Bar of Wisconsin.

This document drafted by:
McMahon Associates Inc.
and Attorney Steven P. Krause
KRAUSE & METZ
15 Park Place, Suite 500
Appleton, WI 54914-8250
(920) 739-5665

Recorded
Mar. 23, 2010 AT 09:42AM

OUTAGAMIE COUNTY
JANICE FLENZ
REGISTER OF DEEDS

Fee Amount: \$13.00

Total Pages 2



**AMENDMENT NO. 1 TO
DECLARATION OF RESTRICTIVE COVENANTS
FOR MACKVILLE CROSSING**

IN RE: Lots One (1) through Thirty-three (33) and Outlot One (1) in Mackville Crossing, a Subdivision located in the Town of Center, Outagamie County, Wisconsin.

This Amendment No. 1 to Restrictive Covenants for Mackville Crossing is entered into, by and among, all of the undersigned parties who are the current owners of at least fifty-one (51%) of the lots within Mackville Crossing, a subdivision located in the Town of Center, Outagamie County, Wisconsin, and all of whom are hereinafter collectively referred to as the "Owners" and also Mackville Crossings, LLC in its capacity as the "Declarant" of the originally recorded Declaration of Restrictive Covenants for Mackville Crossing.

Return to:

Atty Steven P. Krause
15 Park Place, Suite 500
Appleton, WI 54914-8250

1302

RECITALS

A. A document entitled Declaration of Restrictive Covenants for Mackville Crossing, was recorded on August 3, 2004, in the office of the Register of Deeds for Outagamie County, Wisconsin, as Document No. 1625721 (the "Declaration").

B. Paragraph 5 ("Modification") of Section G ("General Provisions") of the Declaration provides in part that "this declaration can be amended, waived or terminated in whole or part at any time by the execution of a written instrument in recordable form by the owners of at least fifty-one (51%) of the lots (one vote per one lot). However, any amendment, waiver or termination shall require written approval of the DECLARANT, in recordable form, so long as it owns more than twenty-five percent (25%) of the lots."

NOW, THEREFORE, in consideration of the RECITALS and of the mutual covenants contained hereinafter, the Owners and Declarant agree as follows:

1. Paragraph 1 ("Dwelling Size") of Section B ("Building & Structures") is amended as to Lots 2 through 4, Lots 6 and 7, Lots 24 through 26, and Lots 28 through 33. The minimum first floor area for a 1-Story Above Grade dwelling constructed on such lots shall be 1,750 square feet rather than 2,000 square feet.


2. Paragraph 1 ("Dwelling Size") of Section B ("Building & Structures") is amended as to Lots 17 through 22. The minimum first floor area for a 1-Story Above Grade dwelling constructed on such lots shall be 1,500 square feet rather than 1,700 square feet.

IN WITNESS WHEREOF, the undersigned Owners and the Declarant have executed this Amendment No. 1 to Declaration of Restrictive Covenants for Mackville Crossing effective as of the 16th day of March, 2010.

MACKVILLE CROSSINGS, LLC
a Wisconsin limited liability company
(Owner of Lots 2-4,8,14,16-26, and 28-33)

By: 
Ronald A. Dercks, Duly Authorized Member

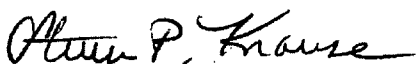
MACKVILLE CROSSINGS, LLC
a Wisconsin limited liability company
(Declarant)

By: 
Ronald A. Dercks, Duly Authorized Member

ARRL REAL ESTATE ASSOCIATES, LLP
a Wisconsin limited liability partnership
(Owner of Lots 6 and 7)

By: 
Rene J. Grode, Duly Authorized Partner

Signatures of Ronald A. Dercks and Rene J. Grode authenticated this 22nd day of
March, 2010.


Steven P. Krause
Member: State Bar of Wisconsin.

This document drafted by:
Attorney Steven P. Krause
KRAUSE & METZ
15 Park Place, Suite 500
Appleton, WI 54914-8250
(920) 739-5665

**AMENDMENT NO. 2 TO
DECLARATION OF RESTRICTIVE COVENANTS
FOR MACKVILLE CROSSING**

IN RE: Lots One (1) through Twenty-one (21), Lots Twenty-four (24) through Thirty-three (33), and Outlot One (1) in Mackville Crossing, a Subdivision located in the Town of Center, Outagamie County, Wisconsin.

And

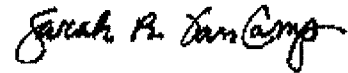
Lot One (1) of Certified Survey Map No. 5919 filed in the Office of the Register of Deeds of Outagamie County, Wisconsin, on the 18th day of December 2008, as Document No. 1817072, Volume 34 of Certified Survey Maps on page 5919.

Lot One (1) and Lot (2) of Certified Survey Map No. 6164, recorded in Volume 36 of Certified Survey Maps on Page 6164, as Document No. 1877553; said map being all of Lot 23 of Mackville Crossing, located in the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 26, Township 22 North, Range 17 East, Town of Center, Outagamie County, Wisconsin.

This Amendment No. 2 to Restrictive Covenants for Mackville Crossing is entered into, by and among, all of the undersigned parties who are the current owners of at least fifty-one percent (51%) of the lots within Mackville Crossing, a subdivision located in the Town of Center, Outagamie County, Wisconsin, and all of whom are hereinafter collectively referred to as the "Owners" and also Mackville Crossings, LLC in its capacity as the "Declarant" of the originally recorded Declaration of Restrictive Covenants for Mackville Crossing.

RECITALS

- A.** A document entitled Declaration of Restrictive Covenants for Mackville Crossing, was recorded on August 3, 2004, in the office of the Register of Deeds for Outagamie County, Wisconsin, as Document No. 1625721 (the "Declaration").
- B.** The Declaration was amended by a document entitled Amendment No. 1 to Declaration of Restrictive Covenants for Mackville Crossing which was recorded March 23, 2010, in the office of the Register of Deeds for Outagamie County, Wisconsin, as Document No. 1867902 ("Amendment No. 1").



SARAH R VAN CAMP, REGISTER OF DEEDS
Returned to: KRAUSE & KRAUSE

Return to:
Attorney Brian A. Krause
KRAUSE & KRAUSE
51 Park Place, Suite 300
Appleton, WI 54914-8275

④

- C.** Paragraph 5 ("Modification") of Section G ("General Provisions") of the Declaration provides in part that "this Declaration can be amended, waived or terminated in whole or part at any time by the execution of a written instrument in recordable form by the owners of at least fifty-one (51%) of the lots (one vote per one lot). However, any amendment, waiver or termination shall require written approval of the DECLARANT, in recordable form, so long as it owns more than twenty-five percent (25%) of the lots."
- D.** Amendment No. 1 made no changes to the provision identified in Paragraph C above.
- E.** NOW, THEREFORE, in consideration of the RECITALS and of the mutual covenants contained hereinafter, the Owners and Declarant agree as follows:
1. The Declaration and Amendment No. 1 shall no longer apply to Lot Twenty-one (21) of Mackville Crossing, a Suvdivision located in the Town of Center, Outagamie County, Wisconsin.
 2. The Declaraton and Amendment No. 1 shall no longer apply to Lot One (1) of Certified Survey Map No. 5919 (formerly Lot Twenty-two (22) of Mackville Crossing).

IN WITNESS WHEREOF, the undersigned Owners and the Declarant have executed this Amendment No. 2 to Declaration of Restrictive Covenants for Mackville Crossing effective as of the 23rd day of March, 2019.

MACKVILLE CROSSINGS, LLC
a Wisconsin limited liability company
(Owner of Lots 17, 18, 20, 21, Lot 2 of CSM 5919, 24, 25, 26, and 32)

By: 
Ronald A. Dercks, Duly Authorized Member

MACKVILLE CROSSINGS, LLC
a Wisconsin limited liability company
(Declarant)

By: 
Ronald A. Dercks, Duly Authorized Member

ARRL REAL ESTATE ASSOCIATES, LLP
A Wisconsin limited liability partnership
(Owner of Lot 4 and 33)

By: Rene J. Grode #4 + #33
Rene J. Grode, Duly Authorized Partners

Owner of Lot 1

[Signature]
James Howard

Owner of Lots 11, 12, 29, and 30

[Signature]
Michael Baseman

[Signature]
Mary Jo Baseman

Owner of Lot 15

[Signature]
Terrance L. Woelfel

[Signature]
Melissa A. Woelfel

Signatures of Ronald A. Dercks, Rene J. Grode, Michael Baseman and Mary Jo Baseman
authenticated this 20TH day of MARCH, 2019.

[Signature]
Brian A. Krause
Member: State Bar of Wisconsin.

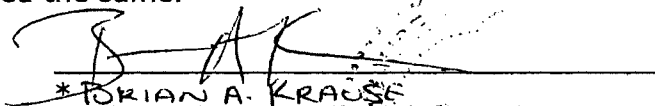
STATE OF WISCONSIN)
) ss.
OUTAGAMIE COUNTY)

Personally came before me on MARCH 20, 2019, the above named
James Howard to me known to be the person who executed the foregoing instrument
and acknowledged the same.

[Signature]
* BRIAN A. KRAUSE
Notary Public, State of Wisconsin
My commission ~~expires~~: IS PERMANENT

STATE OF WISCONSIN)
) ss.
OUTAGAMIE COUNTY)

Personally came before me on MARCH 19, 2019, the above-named Terrance L. Woelfel and Melissa A. Woelfel to me known to be the persons who executed the foregoing instrument and acknowledged the same.



*BRIAN A. KRAUSE
Notary Public, State of Wisconsin
My commission ~~expires~~: IS PERMANENT

This document drafted by:

Attorney Brian A. Krause
KRAUSE & KRAUSE
51 Park Place, Suite 300
Appleton, WI 54914
(920) 739-5665