

1712950

Recorded  
JUNE 05, 2006 AT 01:17PM  
OUTAGAMIE COUNTY  
JANICE FLENZ  
REGISTER OF DEEDS  
Fee Amount: \$13.00



**AMENDMENT NO. 1 TO  
RESTRICTIVE COVENANTS FOR  
AMBER FIELDS**

IN RE: Lots One (1) through One Hundred Thirty-eight (138), Amber Fields, Town of Greenville, Outagamie County, Wisconsin, less and excepting Lots Thirty-six (36), Thirty-seven (37), Thirty-eight (38), Forty-four (44), Forty-five (45), Fifty-four (54), Fifty-five (55), Sixty-eight (68), Sixty-nine (69) and Seventy (70).

Hopfensperger Properties LLC (hereinafter "Hopfensperger") being the owner of ninety-eight (98) of the above described lots and VanFletch LLC (hereinafter "VanFletch") being the owner of the remaining thirty (30) of the above described lots hereby agree to modify and amend the Restrictive Covenants for Amber Fields.

Return to:

Attorney Steven P. Krause  
KRAUSE & METZ  
15 Park Place, Suite 500  
Appleton, WI 54904

13.00  
②

**WITNESSETH**

WHEREAS, Restrictive Covenants for Amber Fields dated April 18, 2006 were recorded in the Office of the Register of Deeds for Outagamie County, Wisconsin, on May 2, 2006, as Document No. 1708729 (the "Restrictive Covenants"), effecting all of Lots One (1) through One Hundred Thirty-eight (138) in Amber Fields; and

WHEREAS, paragraph 20 of the Restrictive Covenants provides, in part, that the covenants and restrictions set forth therein may be amended "after the Developer has sold all the lots, [by] the owners of at least 75% of the lots"; and

WHEREAS, the "Developer", Amber Meadows II LLC, owns no lots in Amber Fields and Hopfensperger and VanFletch, in total, own in excess of 75% of the lots (128 out of 138); and

WHEREAS, Hopfensperger and VanFletch desire to amend the Restrictive Covenants as more particularly set forth herein.

NOW, THEREFORE, Hopfensperger and VanFletch amend the Restrictive Covenants as follows:

1. Minimum Floor Area. Anything in paragraph 2 of the Restrictive Covenants to the contrary notwithstanding, the following square footage requirements shall be

applicable to "ranch" dwelling types:

LOTS 8 - 16

1450 square feet minimum


LOTS 1 - 7 and 17 - 138

less and excepting Lots 36-38, 44-45, 54-55, 68-70 1600 square feet minimum

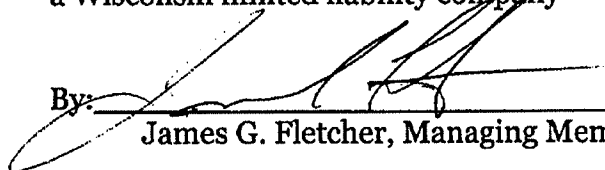
2. By way of clarification, the amendment to the minimum square footage requirement set forth in paragraph 1 shall have no effect on Lots 36-38, 44-45, 54-55, and 68-70. The minimum square footage requirements set forth in the Restrictive Covenants remain applicable to such excepted lots.

IN WITNESS WHEREOF, Hopfensperger and VanFletch have caused this Amendment No. 1 to Restrictive Covenants for Amber Fields to be executed effective the 31<sup>st</sup> day of May, 2006.

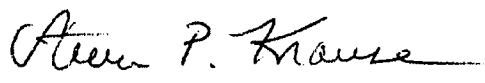
HOPFENSBERGER PROPERTIES LLC  
a Wisconsin limited liability company

By:   
Ralph M. Hopfensperger, Member

VANFLETCH LLC  
a Wisconsin limited liability company

By:   
James G. Fletcher, Managing Member

Signatures of Ralph M. Hopfensperger and James G. Fletcher authenticated this 31<sup>st</sup> day of May, 2006.

  
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

1708729

Recorded  
MAY 02, 2006 AT 02:02PM  
OUTAGAMIE COUNTY  
JANICE FLENZ  
REGISTER OF DEEDS  
Fee Amount: \$19.00



## RESTRICTIVE COVENANTS FOR AMBER FIELDS

IN RE: Lots One (1) through One Hundred  
Thirty-eight (138), Amber Fields, Town  
of Greenville, Outagamie County,  
Wisconsin.

Amber Meadows II LLC (hereafter  
"Developer"), being the owner of all of Lots One (1)  
through One Hundred Thirty-eight (138) of Amber  
Fields, a subdivision located in the Town of  
Greenville, Outagamie County, Wisconsin, does  
hereby adopt the following Restrictive Covenants  
which shall apply to all of such referenced lots in  
Amber Fields, and which shall be construed as  
conditions, covenants and restrictions running with  
the land and binding upon all parties and persons  
claiming under them, for the benefit of, and  
limitations upon, all future owners and persons  
claiming under them.

1900  
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Return to:  
Steve Krause  
15 Park Place  
Appleton, WI 54915

1. **LAND USE AND BUILDINGS.** All lots will be used for single family dwellings only. No building shall be erected, altered, placed, or permitted to remain on any single family lot other than one single-family dwelling not to exceed two and one-half stories in height and a private attached garage. All homes must have a roof with a minimum of a 6/12 pitch. Landscaping must be completed within one year of construction of home. Permanent lawns must be established with grades in conformance with the approved drainage plan within one (1) year after initial occupancy of any home. Driveways to be of asphalt or concrete and to be completed within one (1) year after occupancy. All homes must have an attached 2 car garage.

2. **MINIMUM FLOOR AREA.** The square footage of the main structure, exclusive of open porches, breezeways and garage shall not be less than the following, with plan approval of the Architectural Review Committee. All other building designs including split level structures are subject to plan approval by the Architectural Review Committee.

LOTS 8-16  
Ranch - 1300 square feet  
Split Level, 1 1/2 story & 2 story - 1750 square feet total minimum

LOTS 1-7 & 17-138  
Ranch - 1450 square feet  
1 1/2 story - 1750 square feet total minimum  
Split Level & 2-Story - 2000 square feet total minimum

**Quad Levels—2,000 square feet minimum for total finished area on all split levels.**

All square footage requirements may not include breezeways, porches, or attached garage space. All homes will have attached garage of not less than 550 square feet and not larger than 1000 square feet.

**3. DESIGN/PLAN APPROVAL.** An Architectural Review Committee consisting of one or more members shall be appointed by the Developer. The Committee shall be charged with the power to pass approval of all plans of residences to be constructed in the subdivision. No residence may be constructed without the approval of the Committee. The Committee shall be given a complete set of plans whereby the Committee shall review and either approve or deny the design and site plan location. Committee approval of exterior design and variations must be deemed to be harmonious and pleasing to the effect of the entire neighborhood and subdivision. Refusal or approval of plans and specifications by said Committee may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Committee shall deem sufficient. The copy of the blueprints shall be kept by the Committee. Any changes to plans must be submitted to Committee for approval prior to implementation of changes.

**4. SET BACKS.** All dwellings shall be set back not less than thirty (30) feet from the lot line in the direction the residence faces, unless a greater distance is required by the Town of Greenville. All side yards shall conform with Town of Greenville ordinances.

**5. GRADES.** In excavating a lot and constructing a residence, the predetermined grades and drainage plan established by Larsen Engineering shall be followed. The Developer hereby retains the right to approve all grades and to enforce compliance with the predetermined grades.

**6. EXCESS FILL MATERIAL.** All fill and/or top soil from the plot must remain in the subdivision. No fill or top soil will be removed from the subdivision without written approval from Developer. Any fill or top soil stockpiled in the subdivision is the property of the subdivision Developer and is not part of the sale of lot on which it is stockpiled. So long as Developer owns any lot, Developer reserves the right to direct the disposition of any dirt which is to be removed from said lot. However, such disposition as directed by the Developer shall be within said subdivision.

**7. RESIDENCE COMPLETION.** The construction of all homes shall be completed within nine (9) months after the commencement of the construction. No home shall be occupied prior to completion. All residences constructed shall conform to the zoning regulations of the Town of Greenville and Outagamie County.

**8. NUISANCES.** No noxious, offensive or illegal activities shall be carried on

upon any lot before or after construction thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. **SIGNS.** No signs shall be erected, or installed, with the exception of marketing signs for real estate for sale and/or builders' signs, provided that the signs do not exceed five (5) square feet in size and provided further that "sold" signs are limited to the exclusive marketing of the particular home or lot.

10. **ANTENNAS AND DISHES.** External antennas shall be prohibited unless approved by the Architectural Review Committee, and no satellite dishes over 26' in diameter are allowed.

11. **USED BUILDINGS.** No used buildings shall be moved onto any lot.

12. **TEMPORARY STRUCTURE.** No structure of a temporary nature, trailer, tent, shack, barn or similar structure shall be permitted on any lot either temporarily or permanently. No structure other than a fully completed residence shall occupy the lot.

13. **EASEMENTS.** Easements 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 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

14. **LOT MAINTENANCE.** All building sites shall be maintained in a neat, clean and orderly fashion. All trash and waste shall be kept in sanitary containers. Each lot owner is required to perform maintenance and upkeep of their lot. No trash, waste, brush, weeds, or long grass is permitted. Developer is not liable for any unauthorized dumping of lawn clippings, dirt, brush, or other materials deposited on lot or in a drainage way after closing the sale of a lot.

15. **DIVISION OF LOTS.** No lots shall be re-subdivided to create a larger number of lots and not more than one (1) residence shall be erected or constructed upon any lot.

16. **HOUSEHOLD PETS.** No animals may be kept or permitted, except animals which are bona fide household pets and are kept for personal use, rather than for sale or breeding purposes. All pets shall remain under complete control in the confines of each owner's lot at all times or shall be on a leash or chain. The number of household pets that may be kept in a household shall not exceed three (3).

17. **TEMPORARY OUTBUILDINGS.** No temporary outbuildings, trailers or similar vehicles will be allowed without the prior written approval of the Developer.

18. **FENCING.** No fence shall be erected upon any lot in the plat without written approval of the Architectural Review Committee.

19. **TERMS.** These restrictive covenants shall be in effect for a period of twenty (20) years and shall thereafter be automatically renewed for periods of ten (10) years each, unless an instrument terminating or reducing the term shall be executed and recorded in accordance with the requirements and procedures set forth in this recorded document.

20. **AMENDMENT.** These covenants shall run with the land, and all future conveyances of any lots of the subdivision shall be subject to the conditions, covenants and restrictions set forth herein. Acceptance of a deed by any buyer is considered an agreement to observe and abide by such covenants, conditions and restrictions for the protection of all owners of the subdivision. These covenants and restrictions may be removed, modified, annulled, waived or change and/or amended at any time and in any manner by a written Declaration setting forth such amendment:

- a. By the Developer as long as the Developer owns any lot for sale in the subdivision.
- b. After the Developer has sold all the lots, the owners of at least 75% of the lots.

21. **ENFORCEMENT.** Enforcement of these covenants and restrictions shall be by proceeding at law or in equity against any person or person violating or attempting to violate any covenant or restriction, either to restrain a violation or to recover damages including attorney's fees. Enforcement may be had by any owner of a lot in the subdivision.

22. **SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

23. **OTHER 1.** All campers, recreational vehicles, boats, trailers, and garden tractors must be stored inside. No bus, large truck or semi tractor and/or trailer shall be parked anywhere within the exterior boundaries of Amber Fields Subdivision, unless the purpose of the vehicle is for cleaning or moving. In that case the vehicle will be able to park in Amber Fields Subdivision for no more than 48 hours.

24. **OTHER 2.** During construction, no access to the building site shall be allowed over adjacent lots. If any damage is done to the adjacent lots, the owner of the home under construction shall restore or pay the Developer for the restoration of said property to its original condition.

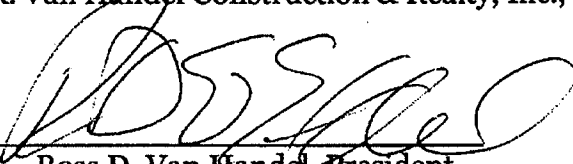
25. **DRAINAGE.** No lot owner shall block, dam or otherwise obstruct the flow of

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 process is responsible to bring their lot into specific compliance with the approved Subdivision drainage plan.

26. ACCESSORY STRUCTURES, OUTBUILDINGS AND FENCES. No exterior accessory structure, including but not limited to, hot tubs, kennels, sports courts and similar structures, except basketball hoops and poles, shall be permitted forward of the rear line of the residence or shall be situated within 30 feet of property lines. All accessory structures must have prior approval of the Architectural Review Committee. One outbuilding and its location on the site must be approved, by the Architectural Review Committee, provided that its architectural design is compatible with the style of the home, that it is constructed of materials similar to the main home, and that it is pleasing and harmonious with the neighborhood.

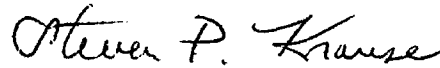
AMBER MEADOWS II LLC

By R. Van Handel Construction & Realty, Inc., Managing Member

By:   
Ross D. Van Handel, President

Dated: April 18, 2006

Signature of Ross D. Van Handel authenticated this 18<sup>th</sup> day of April, 2006.



Steven P. Krause  
Member: State Bar of Wisconsin.

This instrument was drafted by:  
James G. Fletcher