

1597714

Document Number

**AMENDED RESTRICTIVE COVENANTS
FOR AMBER MEADOWS
TOWN OF GREENVILLE**
Document Title

**OUTAGAMIE COUNTY
RECEIVED FOR RECORD**

FEB - 5 2004

AT 11:45 O'CLOCK A.M. P.M.
JANICE FLENZ
REGISTER OF DEEDS

Recording Area

Name and Return Address

Evans Title

pd
1900

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

AMENDED RESTRICTIVE COVENANTS FOR AMBER MEADOWS TOWN OF GREENVILLE

ARCHITECTURAL REVIEW COMMITTEE:

1. All building plans must be approved, prior to the commencement of construction by the Architectural Review Committee, which shall initially be comprised of Mike Strick and Ross D. VanHandel. No construction of a residence may commence until the Architectural Review Committee has given written approval to the plans. Additional or replacement members of the Architectural Review Committee shall be selected by the initial members.

TYPES AND SIZES OF STRUCTURES:

2. Only single family residences shall be constructed on Lots 1 to 150, in Amber Meadows. No lot may be subdivided and only one residence may be constructed on any one lot.

3. No residence shall exceed 2 ½ stories in height. The ordinances of the Town of Greenville shall control the maximum area of a lot that may be covered by a residence.

4. All single family residences shall contain a minimum square footage in accordance with the following schedule: single story residences shall contain a minimum of 1,400 square feet of living area; two story residences shall contain a minimum of 1,800 square feet of living area; bi-level residences shall contain a minimum of 1,800 square feet of living area on Lots 1-59, Lots 75-82, Lots 98-150.

Lots 60-74 and Lots 84-97 shall contain a minimum of 1,200 square feet for single story residences.

5. All homes shall be built with an attached two or three car garage and the garage shall be a minimum of 480 square feet and a maximum of 1,000 square feet.

6. No exterior radio, television ham radio antennas will be permitted.

7. No signs shall be erected or installed, with the exception of marketing signs for real estate agents and/or builders, 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.

- 8. No above ground or underground storage tanks shall be permitted.**
- 9. In excavating a lot and constructing a residence, the predetermined grades and drainage plan established by Larson Engineering shall be followed. The Developer hereby retains the right to approve all grades and to enforce compliance with the predetermined grades.**
- 10. All roofs shall be constructed with at least a 5/12 pitch.**
- 11. The construction of all homes shall be completed within nine (9) months after the commencement of the construction and no home shall be occupied prior to completion.**
- 12. All excess fill material to be removed from any lot shall be used as fill material for other areas in Amber Meadows. The owner of any lot which has excess fill material shall make arrangements with the Developer to determine the location to which the excess fill material should be transported. If the excess fill material is being transported to a lot owned by the Developer, The owner of the lot with the excess fill material shall pay for the cost of transporting the material. If the excess fill material is being transported to a lot owned by someone other than the Developer, the owner of the lot to which the excess fill material is being transported shall pay for the cost of transporting the material. The owner of the lot receiving the fill material shall be responsible for leveling and grading the material after it is unloaded.**
- 13. All residences constructed shall conform to the zoning regulations of the Town of Greenville and Outagamie County.**
- 14. All driveways shall be either concrete or asphalt and shall be completed not later than: one (1) year after occupancy; or one (1) year after the street is paved.**
- 15. No solar collectors may be placed on any building or structure.**
- 16. All building sites shall be maintained in a neat, clean and orderly fashion.**


17. No temporary outbuildings, trailers or similar vehicles will be allowed without the prior written approval of the Developer.
18. No hunting or discharging of any firearm shall be allowed.
19. The operation of any mini bikes, dirt bikes, all-terrain vehicles or similar vehicles shall not be allowed.
20. All lot owners shall properly maintain the lawn and landscaping on each lot and shall provide for adequate weed and erosion control.
21. All garbage and trash shall be stored in sanitary garbage containers which containers shall be stored in the garage.
22. No unlicensed vehicles, salvage materials, boats, snowmobiles, recreational vehicles, trailers or campers shall be stored outside of a garage.
23. 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 four (4).
24. No noxious, offensive or illegal activities shall be carried on upon any lot before or after construction.
25. 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 direction of 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.

26. All future transfers of any lots shall be made subject to the conditions, covenants, obligations and restrictions contained in these Restrictive Covenants. It is understood that the acceptance of a deed by any purchaser is to be considered as an agreement to observe and abide by such covenants, conditions, obligations and restrictions for the protection and benefit of all owners of lots in Amber Meadows.

27. These Restrictive Covenants are established for the benefit or, and may be enforced by, the Developer and/or the owners of lots in Amber Meadows. In the event that it becomes necessary to commence litigation or retain an attorney to enforce these Restrictive Covenants, the party violating these Restrictive Covenants shall pay for all expenses, including actual attorneys fees and court costs incurred by the Developer and/or owner of a lot in enforcing these Restrictive Covenants.

28. These Restrictive Covenants shall be in effect for a period of twenty (20) years and shall thereafter be automatically renewed for periods of five (5) years each, unless seventy-five percent (75) of the owners of the lots subject to these restrictions agree in writing to modify or amend these Restrictive Covenants; provided, however, that as long as the Developer owns any lot, no amendment or modification may be made without the written approval of the Developer.

29. These Amended Restrictive Covenants are intended to supercede and replace those certain Restrictive Covenants recorded as Document No. 1592523.




Ross VanHandel, Member

2-3-04
Date

STATE OF WISCONSIN)

OUTAGAMIE COUNTY)

Personally came before me this 3rd day of February, 2004 the above-named Ross VanHandel to me known to be the persons who executed the foregoing instrument and acknowledged the same



Notary Public, Outagamie County, WI
My Commission _____

