

DOCUMENT NUMBER

RESTRICTIONS AND COVENANTS

BELLEVUE PLACE

RESTRICTIVE COVENANTS

WHEREAS, Van's Realty & Construction of Appleton Inc. the Owner/ Developer of the property known as BELLEVUE PLACE, in the City of Appleton, Outagamie County, Wisconsin.

WHEREAS, said plat was recorded in the office of the Register of Deeds for Outagamie County, Wisconsin on June 28, 1999 in Cabinet H, Page 53.

WHEREAS, the above mentioned subdivision does not contain any restrictive covenants and it is the desire of the Owners hereto to preserve and protect the desirability, beauty, and value of all of the land in said subdivision for the benefit of all of the Owners thereof, their heirs, successors and assigns.

THEREFORE, it is mutually agreed by the Owners and Developers hereto, their heirs, personal representatives, successors, and assigns, that the lots in said subdivision are subject to the following restrictive covenants which shall be construed as running with the land:

1. All lots in subdivision, BELLEVUE PLACE, are restricted to SINGLE FAMILY DWELLINGS.
 - A. SINGLE STORY dwellings shall contain a minimum of 2000 sq ft, excluding breezeway or attached garage. All single story dwellings shall have an attached garage of not less than 576 sq ft nor more then 1152 sq ft or 4 separate stalls.
 - B. ONE and ONE-HALF or TWO STORY dwellings contain a minimum of 1200 sq ft of living space on the main floor, and a total of no less than 2400 sq ft of living space, plus all 1½ or 2-story dwellings shall have an attached garage of not less than 576 sq ft nor more then 1152 sq ft or 4 separate stalls.
 - C. SPLIT-LEVEL dwellings shall have not less than 3000 sq ft of living space and an attached garage of not less than 576 sq ft nor more then 1152 sq ft or 4 separate stalls.
 - D. BI-LEVEL and RAISED RANCH dwellings shall have no level having

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Pages _____ through _____

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RECORDING INFORMATION

RETURN TO:

Van's Realty & Construction
2525 South Oneida Street
Appleton WI 54915

Page 1 of 8

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less than 1500 sq ft of living space on the main floor and a total of no less than 3000 sq ft of living space and each dwelling shall have an attached garage of not less than 576 sq ft nor more than 1152 sq ft or 4 separate stalls.

- E. No residence may exceed a height of 2 ½ stories.
- 2. All dwellings shall have a minimum roof pitch of 7/12.
- 3. All dwellings shall have an attached garage suitable for not less than 2 ½ cars nor more than suitable for a 4 car garage.
- 4. Residences having identical exteriors may not be constructed on adjoining lots, nor on lots directly across from each other.
- 5. All dwellings, including garages, shall be completed prior to occupancy.
- 7. No building shall be moved onto any lot.
- 8. No building material shall be placed on any lot more than thirty (30) days prior to the time that construction is to begin.
- 9. All constructions of a home must start within 18 months of the purchase of a lot from the developer, except that a variance may be approved by developer. DEVELOPER RESERVES AN OPTION TO REPURCHASE LOT(S) AT THE PRICE WHICH DEVELOPER SOLD IT IF THE OWNER WISHES TO SELL THE LOT(S) WITHOUT HAVING COMMENCED CONSTRUCTION. All homes shall be completed 12 months after commencements of building and shall not be occupied prior to being completed. All landscaping must be completed within 12 months after occupancy, except that a variance may be approved by developer. DEVELOPER RESERVES THE RIGHT TO COMPLETE CONSTRUCTION, LANDSCAPING, OR ANY DRIVEWAY WHICH HAS BEEN COMMENCED BUT HAS NOT BEEN COMPLETED WITHIN THE ABOVE TIME FRAME IF THE OWNER IS NOT PROCEEDING WITH DUE DILIGENCE TO COMPLETE CONSTRUCTION OR LANDSCAPING. ANY COSTS SO INCURRED BY DEVELOPER (INCLUDING ATTORNEY FEES AND COURT COSTS) SHALL BE PAYABLE BY OWNER AND A LIEN ON THE LOT.
- 10. No structure, lawn, or culvert shall be constructed or installed until proper grades

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for each have been set in accordance with the approved drainage plan for Bellevue Place by a licensed land surveying firm in the State of Wisconsin, the cost of which shall be borne by the lot owner.

11. All owners of dwelling shall, within one year of completion, install a paved driveway of stable and permanent construction extending from the garage to the lot line. Until such time that the street is permanently paved, the owner will be responsible to maintain a temporary asphalt apron..
12. All homes shall have basements or footings extending at least four (4) feet below grade.
13. No trailer, tent, shack, basement, garage, barn or other outbuilding shall be used temporarily or permanently as a residence.
14. No one lot shall be resubdivided and not more than one house shall be placed or erected upon any lot. Exceptions to resubdividing, subject to discretion of the developer, will be permitted in such instances where three lots are being combined to create two lots which are both larger than any of the original three lots.
15. All dwellings shall be set back not less than twenty-five (25) feet from the street in the direction that the building faces, unless a greater distance is required by City of Appleton Zoning Ordinances. All side yards shall conform with the City of Appleton Zoning Ordinances.
16. No building or structure shall be erected until grades have been received on a Building Permit, issued by the City of Appleton. All lot owners shall be required to sign an affidavit acknowledging receipt of the drainage requirements for each lot.
17. 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 or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels 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.
18. As long as developer owns any lot in the Subdivision, no dwelling or other house

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or structure, swimming pool, fence, or additions to the foregoing which were previously approved, may be erected on any lot in this Subdivision until the plans and specifications have been submitted to and approved in writing by developer. For purposes of these covenants, structure shall be defined as any item for which a building permit is required from the City of Appleton prior to construction or installation. Any subsequent remodeling or renovation shall comply with the design standards set forth herein. There shall be no above ground swimming pools. All plans and specifications shall be delivered to the architectural control committee as designated by developer.

19. All lot sales will include gravel streets and sewer and water lines stubbed to the lot line, and access to natural gas, phone lines, cablevision, and underground electric.
20. So long as Developer owns any lot, Developer reserves the right to direct the disposition of any dirt which is to be removed from the lot. However, such disposition as directed by Developer shall be within a one-mile radius of the lot.
21. No cages of any kind, used to house any type of animal outdoors will be constructed in the view of any surrounding neighbor.
23. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot and/or one sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.
24. No animals, livestock, or poultry of any kind shall be raised bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.
25. No unlicensed vehicles will be permitted on any lot unless stored within a garage. No boats, recreational vehicles, campers, or trailers will be permitted to be stored on any lot unless stored within a garage.
26. All trash and waste shall be kept in sanitary containers and out of the public view.
27. Satellite dishes less than 20" in diameter, mounted on the principal residence structure and not visible from the street shall be permitted on each lot in the Subdivision. All other antennas must be contained within the home and not mounted on the roof.
28. No dog runs or cyclone fence dog kennels will be allowed.
29. No noxious nor offensive activity shall be allowed upon any lot, nor shall anything

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- be conducted thereon, which may or may not become an annoyance to the neighborhood.
30. 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 for bringing their lot into specific compliance with the approved Subdivision drainage plan.
 31. These covenants shall run with the land and all future conveyances of any lots of the subdivision shall be subject to the conditions, covenants, obligations, and restrictions set forth herein. Acceptance of a deed by any purchaser is considered as an agreement to observe and abide by such covenants, conditions, and restrictions for the protection of all owners in the subdivision.
 32. Enforcement of these covenants shall be proceeding at law or in equity against any person or persons violating or attempting to violate any covenant. Said enforcement may be either to restrain violation or to recover damage or both. Enforcement may be had by any owner of a lot in the subdivision.
 33. Invalidation of any one of these covenants by judgement or court order shall in no way effect the remaining provisions which shall remain in full force and effect.
 34. These covenants and restrictions shall be in effect for a period of twenty (20) years, and automatically renewed for a five (5) year period of time. However, these covenants and restrictions may be removed, modified, annulled, waived, changed, and/or amended at any time and in any manner so long as developer shall own any lot or property in the Subdivision, by a written Declaration setting forth such amendment which has been executed by the developer of the lots in the office of the Register of Deeds for Outagamie County, Wisconsin; provided, however, that such amendment shall require the written approval in recordable form of Van's Realty & Construction of Appleton, Inc. Owner/ Developers, the original platters, so long as it owns any lots in said plat.

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RECEIVED & ACKNOWLEDGED	
DATE	_____
DATE	_____

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals
 this 22nd day of July, 1999.

BY: Jerome A. Haen
 Jerome A. Haen

BY: Lance J. Haen
 Lance J. Haen

STATE OF WISCONSIN)
) SS
 COUNTY OF OUTAGAMIE)

Personally came before me this 22nd day of July 1999, the above-named Jerome A. Haen and Lance J. Haen to be known to be the persons who executed the foregoing instrument and acknowledge the same.

Jason C. Haen
 Jason C. Haen Notary Public
 Outagamie County, Wisconsin
 My commission expires
 13th October 2002
 STATE OF WISCONSIN

RETURN:
 Drafted by:
 Van's Realty & Construction of Appleton, Inc.
 2525 South Oneida Street
 Appleton, WI 54915

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DOCUMENT NUMBER	RESTRICTIONS AND COVENANTS
<p>OUTAGAMIE COUNTY RECEIVED FOR RECORD</p> <p>AUG 11 1999</p> <p>AT 1 O'CLOCK A.M. P.M. GRACE HERR REGISTER OF DEEDS</p> <p>RECORDING INFORMATION</p> <p>RETURN TO:</p> <p>Van's Realty & Construction 2525 South Onida Street Appleton WI 54915</p>	

AMENDMENT on Restrictions for BELLEVUE PLACE, City of Appleton, Outagamie County, Wisconsin, Owned by Van's Realty & Construction of Appleton, Inc.

Said Plat was recorded on June 28, 1999 in Outagamie County, in Cabinet H, Page 53. Doc. #1332136

Van's Realty & Construction of Appleton, Inc. hereby amends the Restrictive Covenants as follows:

1. All lots in Subdivision, BELLEVUE PLACE, are restricted to SINGLE FAMILY DWELLINGS.
 - B. Lots 25 thru 48 Shall read ONE and ONE-HALF or TWO STORY dwellings shall contain a minimum of 1100 Sq. Ft. of living space on the main floor, and a total of no less than 2200 sq. ft. of living space, plus all 1 1/2 or 2 story dwellings shall have an attached garage of not less than 576 sq. ft. nor more than 1152 sq. ft. of 4 separate stalls.

IN WITNESS THEREOF, the undersigned have hereunto set their hands and seals this 9th day of August 1999.

Van's Realty & Construction of Appleton, Inc.
 By: Jerome A. Haen
 Jerome A. Haen-President
 By: Lance J. Haen
 Lance J. Haen-Assistant Vice President

STATE OF WISCONSIN)
) SS
 COUNTY OF OUTAGAMIE

Personally came before me this 9th day of August 1999 the above named Jerome A. Haen and Lance J. Haen, know to be persons who executed the foregoing instrument and acknowledge the same.

Drafted by:
 Van's Realty & Construction of Appleton, Inc.
 2525 South Onida Street
 Appleton WI 54915

Jerome A. Haen
 Notary Public
 Outagamie County, Wis.
 Expires 13th October 2002
 NOTARY
 PUBLIC
 STATE OF WISCONSIN

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1372808 DOCUMENT NUMBER	RESTRICTIONS AND COVENANTS	OUTAGAMIE COUNTY RECEIVED FOR RECORD
		JUL 11 2000
		AT 3 O'CLOCK A.M. P.M. JUDGE FLINZ REGISTER OF DEEDS
		RECORDING INFORMATION
		RETURN TO: <i>ph</i> 10 Van's Realty & Construction 2525 South Oneida Street Appleton, WI 54915

AMENDMENT on Restrictions for BELLEVUE PLACE, City of Appleton, Outagamie County, Wisconsin, Owned by Van's Realty & Construction of Appleton, Inc.

Said Plat was recorded on June 28, 1999 in Outagamie County, in Cabinet H, Page 53. Document # 1332136

Van's Realty & Construction of Appleton, Inc. hereby amends the Restrictive Covenants as follows:

- I. All lots in Subdivision, BELLEVUE PLACE, are restricted to SINGLE FAMILY DWELLINGS.
- B. Lot 20 and Lots 25 thru 48 Shall read ONE and ONE-HALF or TWO STORY dwellings shall contain a minimum of 1100 Sq. Ft. of living space on the main floor, and a total of no less than 2200 sq. ft. of living space, plus all 1 1/2 or 2 story dwellings shall have an attached garage of not less than 576 sq. ft. nor more than 1152 sq. ft. of 4 separate stalls.

IN WITNESS THEREOF, the undersigned have hereunto set their hand and seals this 11th day of July 2000.

Van's Realty & Construction of Appleton, Inc.

By: *Jerome A. Haen*
 Jerome A. Haen - President

By: *Lance J. Haen*
 Lance J. Haen - Assistant Vice President

STATE OF WISCONSIN) SS
 COUNTY OF OUTAGAMIE

Personally came before me this 11th day of July 2000 the above named Jerome A. Haen and Lance J. Haen, know to be persons who executed the foregoing instrument and acknowledged the same.



Drafted by:
 Van's Realty & Construction of Appleton, Inc.
 2525 South Oneida Street
 Appleton, WI 54915

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