

(2) NATURE TRAIL

RESTRICTIVE COVENANTS

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SUSAN WINNINGHOFF  
REGISTER OF DEEDS

RECORDING FEE 21.00  
TRANSFER FEE  
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Recording Area

Name and Return Address

Larry J. Miller  
OMNI Associates, Inc.  
One Systems Drive  
Appleton, WI 54914

0100094 & 0100097  
Parcel Identification Number (PIN)

RECEIVED & ACKNOWLEDGED

Pages 1 through 7

Rec'd by: \_\_\_\_\_ Dated: \_\_\_\_\_

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## RESTRICTIVE COVENANTS

WHEREAS, the undersigned is the developer of lots 1 thru 72, Nature Trail Plat, being located in the City of Neenah, Winnebago County, Wisconsin.

WHEREAS, the above described lots within Nature Trail subdivision do have restrictive covenants and it is the desire of the owners hereto to preserve and protect the beauty and value of all the land owned by them in said Nature Trail Plat for the benefit of all the owners thereof, their heirs and assigns.

THEREFORE, it is mutually agreed by the parties hereto, their heirs, personal representatives and assigns that all lots described above in said Nature Trail Plat are subject to the following restrictive covenants which shall be construed as running with the land:

- I. MINIMUM DWELLING SPACE REQUIRED FOR LOTS 1 thru 22 and lots 59 thru 72
  1. Single story dwellings shall contain a minimum of 1900 square feet on the ground floor, excluding breezeways or attached garage.
  2. Two-story, bi-levels and tri-levels shall contain a minimum of 2400 square feet of dwelling space, excluding breezeways and attached garage.
  3. One-and-one-half-story dwellings shall contain a minimum of 1600 square feet on the ground floor and 800 square feet on the second floor, excluding breezeways and attached garage.
  4. All dwellings shall have an attached garage of no less than 672 square feet.
- II. MINIMUM DWELLING SPACE REQUIRED FOR LOTS 23 thru 58
  1. Single story dwellings shall contain a minimum of 1400 square feet on the ground floor, excluding breezeways or attached garage.
  2. One-and-one-half- or two-story dwellings shall contain a minimum of 1000 square feet of floor space on the ground floor, excluding breezeways and attached garage.
  3. All bi-levels and tri-levels shall contain a minimum of 1600 square feet of living space, excluding breezeways and attached garage.
  4. All dwellings shall have an attached garage of no less than 576 square feet.
- III. OTHER RESTRICTIONS
  1. The exterior of all dwellings shall be complete before occupancy.
  2. No building shall be moved onto any lot.
  3. No trailer, tent, shack, basement, garage, barn or other outbuilding shall be used temporarily or permanently as a residence.
  4. No building material shall be placed on any lot more than thirty (30) days prior to the time that construction is to begin.

5. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, plantings, 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 of drainage channels in the easements or dedicated areas. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of each lot, except for those improvements for which a public authority or utility company is responsible.
6. There shall be no impediments that will affect the water flow of the rear yard storm sewer drains.
7. No unlicensed vehicles will be permitted on any lot unless stored within a garage, and no motor home, trailer, camping trailer, boat, tent, snowmobile, or other similar vehicle shall be parked or kept upon the lot at any time unless out of sight in a garage.
8. No animals may be kept or permitted upon the premises excepting animals which are bona fide pets and which are under complete control within the confines of the owner's lot at all times, or are on a leash and which do not make noise or constitute a nuisance.
9. All excess excavated material to be moved from any lot in this subdivision shall be used as fill material on other lots in this subdivision which need fill material. The owner of any lot which has excess fill material shall make arrangements with one or more other lot owners as to the location to unload said excess fill material and shall be responsible for hauling material to that location. The recipient of the fill material shall be responsible for leveling and grading the material after it is unloaded. Lot owners in the subdivision are responsible for making their own arrangements to dispose of or acquire fill material. If all developed lots are filled, the developer retains the right to have the fill moved to undeveloped areas within Nature Trail Plat.
10. Only one outbuilding shall be permitted on any lot and the outbuilding shall contain a maximum of 144 square feet of floor space and shall not exceed 11 feet in total height. Said outbuilding must not be a tin shack. Said outbuilding must be of the same material and design as the residence.
11. All future transfers of any such lots shall be made subject to the conditions, covenants, obligations, city codes, and restrictions herein set forth. It is understood that the acceptance of a deed by any purchaser is to be considered an agreement to observe and abide by said conditions, covenants, obligations, city codes, and restrictions for the protection of all owners of said property.

SPECIAL RESTRICTIVE COVENANT

To insure and protect the integrity and design of Nature Trail Subdivision in its conception, the Developer and the City of Neenah have agreed that there shall be no fences in the areas listed below, also this restriction does show up on the face of the recorded plat.

Lots with no rear yard fences shall be:  
1 thru 22  
39 thru 41  
51 thru 54

Lots with restrictions on the side yard excluding the depth of the home (example, if the lot total depth is 120 feet and the front yard setback is 25 feet, and the depth of the home is 35 feet, this would make your rear yard setback 60 feet. The area you may erect a fence would be the 35 foot section of home depth.)  
south side of lots 14 and 63  
north side of lots 15, 62 and 55

Please note that any and all fences must be erected according to the City of Neenah's building codes and fence restrictions.

GENERAL INFORMATION

1. All lots are fully improved with sanitary sewer, water, storm sewer, gas, electric, phone, cable, storm sewer lateral to front lot line and rough road.
2. All sidewalks are to be paid for by the developer, and all trails and walkways inside the development's dedicated areas are to be paid for by the City of Neenah. The developer has donated \$100.00 per lot to the City of Neenah for said walkways and trails.
3. All lots will have curb and gutter and a finished concrete or bituminous street. This item will be assessed to the property owner of record at the time of installation. The City of Neenah does have a payment plan available.
4. The developer and the City of Neenah, along with the engineering firm of OMNI Associates, have spent a lot of time, energy, and money to establish the proper drainage plan for this property. So at the time of an offer to purchase, you will receive a copy of your lot's home elevation grade. At the time of your home construction, you and/or your builder will be expected to follow the proper home elevation grade to insure the proper drainage of your lot and the proper drainage of the entire subdivision.
5. When establishing the drainage of Nature Trail Plat and adjacent areas, it is necessary to start at the water discharge point. This engineering practice sets the storm sewer depth and ultimately establishes the final road grade, which in turn sets the final house grade. In Nature Trail Plat, this process caused some lots to be low and some lots to be high. The developer plans to move and shape the lower areas with either fill that has been moved on to the site or with fill that has been striped and moved to the needed areas. The end result is some lots will require deeper garage walls.

Lots with 6 foot walls 14, 15, 16, 21, 22, 26, 27, 28, 29, 36, 37,  
40, 41, 58, 60, 61, 62.

Lots with 8 foot walls 17, 18, 19, 20, 23, 24, 25, 38, 39.

During construction, have your contractor take the proper steps to insure the stability of the garage floor slab.

IN WITNESS WHEREOF I have hereto set my hand and seal this

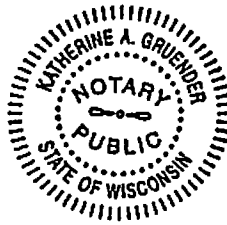
26  
day of Sept, 2002.

Nature Trail Properties, a Limited Liability Company

By: Jeffrey J. Welhouse  
Jeffrey J. Welhouse

Personally came before me this 26<sup>th</sup> day of September, 2002, the above named Jeffrey J. Welhouse is to be known to be the developer and partner of Nature Trail Plat, Jones Farms, LLC, a Wisconsin Limited Liability Company, to be known to be the person who executed the foregoing instrument and acknowledged the same as the act of said Limited Liability Company.

Katherine A. Gruender  
Notary



This instrument was drafted by: Jeffrey J. Welhouse



**ADDENDUM VC TO OFFER TO PURCHASE**

**VAN'S REALTY & CONSTRUCTION/CLASSIC HOMES NEW CONSTRUCTION ADDENDUM**

This Addendum is made part of the Offer to Purchase dated \_\_\_\_\_ ("Offer") made by the undersigned Buyer with respect to the Property at \_\_\_\_\_, Wisconsin ("Property").

1. Yard will be ROUGH-GRADED only. If this purchase is for a contracted home Seller/Builder will have the lot rough graded but Buyer will pay for: 1) Any fill that may need to be added to the site (including trucking costs, and; 2) Any trucking and dumping fees associated with removing fill from the site.
2. Buyer understands he must install his lawn (at his cost) in accordance with the grade level established by the local municipality. It is Buyer's/landscaper's RESPONSIBILITY to procure and COMPLY with the required grade.
3. All FUTURE STREET IMPROVEMENTS (road surface, curb & gutter, and possible sidewalk) will be at Buyer's cost. Buyer to check out PROJECTED COST AND TIMETABLE prior to writing offer. NOTE: Some municipalities may require sidewalk installation within a short timetable after Buyer has taken occupancy; also, some municipalities may install a temporary road surface which could be a cost to Buyer
4. Some municipalities may require Buyer to pay a 1-time fee for a WATER DETENTION BASIN. It is Buyer's responsibility to determine this and the PROJECTED COST prior to writing the offer.
5. Seller will install a CONCRETE DRIVEWAY (if it is not already in place) extending 20 feet out from the garage (and a width even with the garage door) along with a SERVICE WALK from the front porch to the side of the driveway.
6. All references to the pro-ration of REAL ESTATE TAXES in the Offer to Purchase are replaced by the following formula: PROJECTED ASSESSMENT BY THE ASSESSOR FOR THE CURRENT YEAR MULTIPLIED BY THE CURRENT YEAR'S MILL RATE. If current year's mill rate has not yet been established, the PRIOR YEAR'S MILL RATE will be used.
7. Buyer is aware that the Seller may have limited knowledge regarding the zoning and future development plans adjoining and around the subject property. Buyer assumes all responsibility for making sure the Buyer is satisfied with the zoning and future development plans around the subject property.
8. Buyer is aware that it is considered normal for concrete to crack or chip. Buyer is advised that salt from a vehicle may damage concrete and that having concrete sealed with a sealer on a regular basis may preserve concrete.
9. Seller will conduct a FINAL WALK-THRU INSPECTION with Buyer shortly before closing to insure that all workmanship and systems are in good order and to answer Buyer's questions.
10. Seller will WARRANT all mechanical, structural and component parts for 1 YEAR from the date of closing (although some manufacturer's warranties could extend longer).
11. At closing Buyer will be given a CLOSING PACKAGE which includes warranty and maintenance related items.
12. Seller is a LICENSED REAL ESTATE BROKER in the state of Wisconsin.
13. Buyer is aware that ACRE REALTY, LTD., as a marketing agent, may receive a fee from VAN'S REALTY & CONSTRUCTION OF APPLETON, INC. or CLASSIC HOMES.
14. Seller's listing agent, ACRE REALTY, LTD., has an interest in VALLEY TITLE COMPANY & 1<sup>st</sup> PLACE MORTGAGE COMPANY.
15. Buyer acknowledges receipt of Covenants for the subdivision this home is located in.

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date

Buyer Home Phone# \_\_\_\_\_

Buyer Work Phone# \_\_\_\_\_

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Seller Date

**REAL ESTATE CONDITION REPORT - V**

1 PROPERTY OWNER: JEROME A. HAEN  
2 PROPERTY ADDRESS: NATURE TRAIL PLAT: LOTS 32, 33, 37, 40, 41, 47, 51  
3 OWNER HAS OWNED THE PROPERTY FOR 1 YEARS.

See Lines 59-66 on reverse side.

4 CIRCLE ONE ANSWER: Explain any "yes" or "unsure" answers in the blank lines following question #18.

- 5 (1) Are you aware of planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property? yes  no  unsure
- 6
- 7 (2) Are you aware of any government agency or court order requiring repair, alteration or correction of any existing condition? yes  no  unsure
- 8
- 9 (3) Are you aware of any completed or pending Property tax reassessment of the Property? yes  no  unsure
- 10 (4) Are you aware of any land division involving the Property, for which required state or local approvals were not obtained? yes  no  unsure
- 11
- 12 (5) Are you aware of any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal regulations? yes  no  unsure
- 13
- 14 (6) Are you aware of any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation Plan, or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program? yes  no  unsure
- 15
- 16 (7) Are you aware of any boundary disputes or material violation of fence laws (Wis. Stats. Ch. 90) which require the erection and maintenance of legal fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes? yes  no  unsure
- 17
- 18 (8) Are you aware of material violations of environmental rules or other rules or agreements regulating the use of the Property? yes  no  unsure
- 19
- 20 (9) Are you aware of conditions constituting a significant health or safety hazard for occupants of Property? yes  no  unsure
- 21
- 22 (10) Are you aware of underground storage tanks on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil? yes  no  unsure
- 23
- 24 (11) Are you aware of underground storage tanks for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil, previously located on the Property? yes  no  unsure
- 25
- 26 (12) Are you aware of high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property? yes  no  unsure
- 27
- 28 (13) Are you aware of wells on the Property required to be abandoned (Wis. Adm. Code NR 112.26) but which are not abandoned according to state regulations? yes  no  unsure
- 29
- 30 (14) Are you aware of cisterns or septic tanks on the Property? yes  no  unsure
- 31
- 32 (15) Are you aware of subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property? yes  no  unsure
- 33
- 34 (16) Are you aware of a lack of legal vehicular access to the Property from public roads? yes  no  unsure
- 35
- 36 (17) Are you aware of prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program? (Wis. Stats. §94.73). yes  no  unsure
- 37
- 38 (18) Are you aware of any other conditions or occurrences which would significantly increase the cost of development or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence? yes  no  unsure
- 39
- 40
- 41
- 42
- 43

44 EXPLANATIONS OF "YES" OR "UNSURE" ANSWERS  
45 Future Street, curb, gutter & sidewalks to be at  
46 Buyers expense.  
47  
48

49 The Owner certifies that the information in this report is true and correct to the best of Owner's knowledge as of the date below.

50 (X) Jerome A. Haen 9-26-03 (X)  
51 Signature ▲ Date ▲ Signature ▲ Date ▲

52 Broker certifies that Broker has inspected the property and unless otherwise indicated, Broker is not aware of any defects other than those disclosed by this report or of information inconsistent with this report.

54 Robert J. Karisny 9-26-03 (X)  
55 Broker ▲ ROBERT J. KARISNY, ACRE REALTY By ▲ Date ▲

56 I acknowledge receipt of a copy of this report.

57 (X) \_\_\_\_\_ (X)  
58 Buyer's Signature ▲ Buyer's Signature ▲

