

2nd Addition to Spring Meadows

WHEREAS, the owners contemplate the sale and transfer of various parcels and lots in the following described real estate situated in Brown County, Wisconsin to wit:

Spring Meadows, Village of Ashwaubenon, Brown County, Wisconsin

AND, WHEREAS, such owner believes it advisable to establish protective covenants and restrictions which will preserve and protect the desirability, beauty and value of the above described property for the benefit of all the owners thereof and their heirs, personal representative, successors and assigns.

NOW THEREFORE, in consideration of the aforementioned purposes, it is agreed that the following protective covenants and restrictions are established and binding upon the above-described property:

1. **PURPOSE.** The purposes of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to insure to each site owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of the site than is necessary to insure the same advantages to the other site owners.
 2. **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 for not more than four cars. All homes must have a roof with a minimum of a 6/12 pitch. All exposed concrete on porches must have brick or stone veneer face. 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. All homes must have an attached garage.
 3. **MINIMUM FLOOR AREA AND DESIGN.** 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 above named developers. All other building designs including split level structures are subject to plan approval by the developers of the aforementioned subdivision.

Lots 105 - 236
Ranch - 1600 square ft. minimum and 50% brick fronts.
1½ Story - 1350 square ft. 1st floor and 1800 square ft. total minimum.
2 Story - 1100 square ft. 1st floor and 2200 total minimum.
- PLEASE NOTE:** All square foot requirements may not include breezeways, porches, or attached garage space. All homes must have an attached garage of not less than 576 square ft.
4. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
 5. **SIGNS.** No signs of any kind shall be displayed to the public view on any lot except (1) one professional sign of not more than on square foot; (2) one sign of not more than five square feet advertising the property for sale; (3) one sign of not more than ten square feet used by a builder to advertise the property during the construction and sales period.

6. **ANTENNAS AND DISHES.** No external antennas unless approved by the Architectural Review Committee, and no satellite dishes over 24" in diameter will be allowed
7. **SET BACKS.** All dwellings shall be set back not less than (30) feet in the Village of Ashwaubenon from the property line in the direction that the building faces, unless a greater distance is required by Brown County Zoning Ordinances. All side yards shall conform to the Village of Ashwaubenon Ordinances.
8. **BASEMENT AND GARAGE CONCRETE.** All homes shall have basements and all garages shall have standard four-foot concrete foundation walls. No wood foundations allowed.
9. **COMPLETION.** All homes and garages shall be completed before home is occupied, except for the interior of the lower level of split-levels and ranches.
10. **USED BUILDINGS.** No used building shall be moved onto any lot.
11. **HEIGHT.** No dwelling shall exceed two and one-half stories in height above the finished grade.
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 be occupied.
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 change 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.
14. **TRASH.** 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. Seller is not liable for any unauthorized dumping of lawn clippings, dirt, brush, or other materials deposited on lot or in drainageway after closing.
15. **GRADES.** All grades shall be in accordance with the approved drainage plan.
16. **PETS, LIVESTOCK and POULTRY.** No animals, livestock, poultry, fowl, reptiles, or pigeons of any kind shall be raised, or bred, or kept on any lot with the exception of a dog or cat, which shall be limited in number to a total of two in any one household, or goldfish, a parakeet, or a hamster, provided that said pets are not kept, bred or maintained for any commercial purpose. However, nothing contained herein shall be construed to permit the keeping of any dog, cat or other pet, which shall in any way constitute a nuisance.
17. **DIVISION OF LOTS.** No lots shall be re-subdivided to create of larger number of lots and not more than one residence shall be erected or constructed upon any lot.
18. **EXCESS and BUILDING MATERIAL.** 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 Developers shall be within a one-mile radius of the lot. No building material shall be placed on any lot more than thirty (30) days prior to the time that construction is to begin.
19. **PLAN APPROVAL.** An Architectural Review Committee consisting of one or more members shall be appointed by the Developer. The Architectural Review 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 approval of the Architectural Review Committee. The Architectural Review Committee shall be given a complete set of plans whereby the Committee shall approve or deny the design and location. The external design shall be harmonious and conform to set back lines. Variations are to be approved only

where in the opinion of the Committee it is deemed to be harmonious and pleasing to the effect of the entire neighborhood or where variations are required by the topography of the land. Refusal or approval of plans and specifications by such Committee may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Committee shall seem sufficient. Copy of the blueprint to be kept by the Architectural Review Committee. Any changes to plans after submission must be resubmitted to Committee for approval prior to implementation of changes.

20. **CAGES.** No cages of any kind, used to house any type of animal outdoors will be constructed in the view of any surrounding neighbor.
21. **FENCING and SWIMMING POOLS.** The Architectural Review Committee must approve all fencing and swimming pools. A small picket fence no higher than four (4) feet is allowed designed to not restrict view. All other fences are not allowed.
22. **HOME EXTERIORS.** No bright blue or yellow, or bright neon colors are allowed in Spring Meadows. Soft shades of these colors are allowed with plan approval of the aforementioned developers.
23. **TERMS.** The covenants and restrictions herein contained shall be in effect until January 1, 2025 after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating or reducing the term shall be executed and recorded in accordance with the requirements and procedures set forth in the following paragraph.
24. **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 obligations and restrictions set forth herein. Acceptance of a deed by any purchaser 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, changed 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 lots, the owners of at least 75% of the lotsThis written Declaration shall be recorded in the office of the Register of Deeds for Brown County, Wisconsin.
25. **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.
26. **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.
27. **ACCESSORY BUILDINGS.** One accessory building of not more than 144 square feet is allowed providing its roofing, siding and soffit matched the lots residence structure in both color and design. Accessory buildings are not permitted in Lots 196 through 220.
28. **STREET LIGHTING.** Power used for street lighting in Spring Meadows Subdivision will be paid by the Village of Ashwaubenon.
29. **DETENTION PONDS.** All detention ponds in Spring Meadows II Subdivision will be maintained by the Town of Lawrence and the Village of Ashwaubenon. Any costs for maintenance will be shared by the Town of Lawrence and the Village of Ashwaubenon.
30. **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 all phases or additions to the Spring Meadows. Unless they are there less than 48 hours to allow time for cleaning or packing.

- 31. 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 or ditches, the owner of the home under construction shall restore or pay the developer for the restoration of said property to its pre-damaged condition.
- 32. Any basement windows to be placed below grade must be approved by the Village of Ashwaubenon Building Inspection.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 15th day of December, 2005

Spring Meadows, LLC

BY: Joseph R. Kandravi
Partner Joseph R. Kandravi

BY: Lance J. Haen
Partner Lance J. Haen

STATE OF WISCONSIN)

SS

COUNTY OF WINNEBAGO)

Personally came before me this _____ day of _____, 2005, the above-named

_____ And _____ to be known to be the persons who executed the foregoing instrument and knowledge the same.

Notary Public

_____ County, Wisconsin My

commission expires _____

Drafted by: Carita Suhonen

DOCUMENT NUMBER

AMENDMENT TO
RESTRICTIONS AND COVENANTS

2327853

CATHY WILLIQUETTE
BROWN COUNTY RECORDER
GREEN BAY, WI

RECORDED ON
08/15/2007 11:52:08AM

REC FEE: 11.00
TRANS FEE:
EXEMPT #
PAGES: 1

RECORDING INFORMATION

RETURN TO:

Spring Meadows LLC
2525 S. Oneida St.
Appleton WI 54915

AMENDMENT on Restrictions for SPRING MEADOWS 2ND ADDITION, Village of Ashwaubenon, Brown County, Wisconsin, Owned by Spring Meadows LLC. recorded as Doc. #2233135

Said Plat was recorded on December 29, 2005 in Brown County.
Doc # 2233134.

Spring Meadows, LLC.. hereby amends the Restrictive Covenants as follows:

- 3A. Lots 196-209, 234,235,236, 171-178 to have a minium garage size of 500 square feet.
Lot owner must provide plans and specs to Developer for approval.

IN WITNESS THEREOF, the undersigned have hereunto set their hands and seals this 30th day of March 2007.

Spring Meadows, LLC.

By: _____

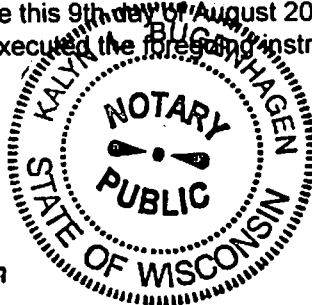
Jason Haen

STATE OF WISCONSIN)

SS

COUNTY OF BROWN

Personally came before me this 9th day of August 2007 the above named Jason C. Haen,
know to be persons who executed the foregoing instrument and acknowledge the same.



Notary Public
Outagamie County
Expiration

Kalyn L. Bugenhagen

KALYN L. BUGENHAGEN
NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION EXPIRES 3-28-2010

Drafted by: *Jason Haen*
Spring Meadows, LLC
2525 S. Oneida Street
Appleton WI 54915

MY COMMISSION EXPIRES 3-28-2010
STATE OF WISCONSIN
NOTARY PUBLIC
KATHY L. EUGENHAGEN