

**Restrictive Covenants
Broadway Hills Estates**

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Document Number

Document Title

Broadway Hills Estates, Lots 1 - 20
 City of Appleton, Outagamie County, Wisconsin

Sarah R. Van Camp

SARAH R VAN CAMP, REGISTER OF DEEDS
 Return via MAIL (REGULAR)
 NORTH APPLETON PROPERTIES LLC

Recording Area

Name and Return Address

North Appleton Properties, LLC
 4226 E. Appleseed Drive
 Appleton, WI 54913

①

Parcel Identification Number (PIN)

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 28 day of September 2020.

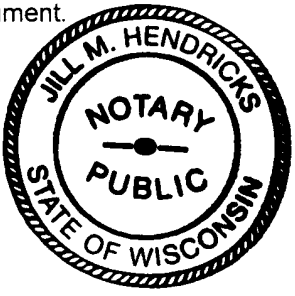
Broadway Hills Estates, LLC

By: *A. Gauker*
 Greg Gauker, Owner

STATE OF WISCONSIN)
)SS
 COUNTY OF OUTAGAMIE)

Personally came before me this 28 day of September 2020, the above named *Greg Gauker* known to me to be the person who executed the foregoing instrument.

Notary Public: *Jill M. Hendricks*
 Outagamie County, Wisconsin
 My commission expires: *10/19/2023*



Drafted by Jill Hendricks

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

RESTRICTIVE COVENANTS FOR BROADWAY HILLS ESTATES
CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN

WHEREAS, North Appleton Properties, L.L.C. (hereinafter Developer) is the owner of property known as Broadway Hills Estates, Lots 1 through 20, City of Appleton, Outagamie County, Wisconsin.

WHEREAS, said plat was recorded in the office of the Register of Deeds for Outagamie County, Wisconsin, on the 29th day of September, 2020, and filed as Document No. 2208179. **Broadway Hills Estates is a part of the NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 31, TOWNSHIP 22 NORTH, RANGE 18 EAST, TOWN OF FREEDOM, OUTAGAMIE COUNTY, WISCONSIN.**

1. PURPOSE

The purpose of these covenants is to ensure the use of property for attractive residential purposes only, to prevent nuisance and the impairment of the attractiveness of the property, to seek the use of quality materials and workmanship, to maintain the desired atmosphere and appearance of the community and, thereby, to secure to each site owner the full benefit and enjoyment of their home, with no greater restriction on the free and undisturbed use thereof, than is necessary, to ensure the same advantages to the other site owners.

2. MINIMUM FLOOR AREA & DESIGN

All structures to be erected in the Subdivision shall be of a pleasing and harmonious external design and shall conform to all established setback lines; and any dwelling that fails to conform to the specified minimum areas shall not be permitted on any lot, except with prior written approval of Developer. The square footage of the main structure, exclusive of open porches, breezeways and garages, shall not be less than the following:

Dwelling – Single Family Lots 1 - 20	Minimum Size
Ranch	2000 Sq. Ft. above grade
1-1/2 Story	2200 Sq. Ft. above grade
Two Story	2400 Sq. Ft. above grade

3. LAND USE & BUILDING TYPE

No lot, whether alone or in combination with one or more other lots in this Subdivision, shall be used except for single-family residential purposes and restricted as follows:

- a. All dwellings shall have not less than a two-car garage attached thereto, of no less than 480 square feet, nor more than four-car exceeding 1,600 square feet
- b. All dwellings shall have a roof pitch of not less than 7/12.
- c. No used, modular, manufactured, geodesic dome or earth homes, sheds or garages will be allowed on any lot.
- d. Developer requires that any and all builders obtain the written approval of Developer before commencing construction of any dwelling in the Subdivision.
- e. All homes, including attached garages, shall be completed within twelve (12) months after commencement of building construction and shall not be occupied prior to completion, except that the interior of the below grade level of split level and raised ranch homes need not be completed. Outbuilding construction may only start concurrent with or after construction of a home.
 1. Although there is no required time frame to start construction, those purchasing lots prior to 11/1/2022 and not connecting to WE Energies Utilities prior to 11/1/2023, shall reimburse the Developer \$4,000 per lot for utility installation. Developer shall notify lot owners in writing prior to 1/30/2024 of fees due. In the event of litigation to enforce these

conditions, a lien may be placed on property with unpaid utility installation fees after 2/28/24 and lot owner shall reimburse the Developer for all out-of-pocket expenses (including actual attorneys' fees and court costs). This provision survives conveyance of a lot to subsequent parties following the sale from the Developer.

f. All landscaping must be completed within one (1) year after occupancy, except that the Developer may approve a variance. Rocks, painted earth or sand in place of grass, to give a desert look, shall not be permitted. All lawns shall be a minimum of 80% mowed grass, except that the Developer may approve a variance. No un-mowed meadow growth (Prairie grass) shall be allowed. No berms exceeding 3', changing of the surrounding natural topography of the lot or modifications to natural or engineered drainage plans is allowed.

g. All driveways to the sidewalk line are to be hard-surfaced with concrete or brick pavers within one year of occupancy, except driveways exceeding 100'

1. Driveways exceeding 100' must have concrete or pavers within 40' of the home. From 40' of the home to the sidewalk, asphalt may be used only with Developer's prior written approval.

h. The driveway from the sidewalk to the street to be of concrete or brick pavers and completed at the time of the concrete street or within one year thereafter.

i. Developer reserves the right to complete construction or landscaping that has commenced, but has not been completed within the above time-frame, and owner is not proceeding with due diligence to complete construction or landscaping. Any costs so incurred by Developer (including, but not limited to, attorney's fees and court costs) shall become a lien on the lot.

j. No trailer, tent, shack, basement, garage, barn or other outbuilding shall be used temporarily or permanently as a residence.

k. No dwelling shall exceed two (2) stories in height above finished grade level.

l. All residential homes constructed within the Subdivision shall be required, at a minimum, to have brick or stone on 30% of the front of the home facing the street, except that a variance may be approved by the Developer for certain styles of homes, such as "Salt Box", etc.

m. All outbuildings shall not exceed 1200 square foot in size, must match the exterior of the home, and have prior written approval by the developer or its delegates.

n. During construction, no access to the building site shall be allowed through a ditch or over adjacent lots. If any damage is done to adjacent lots or ditches, the owner of the home under construction shall restore or pay the Developer or lot owner for the restoration of said property to its pre-damaged condition.

o. No building materials shall be placed on any lot more than thirty (30) days prior to the time construction is to begin. No building materials shall remain on any lot more than thirty (30) days after construction is completed.

p. All residences shall have basements or footings extending at least four (4) feet below grade.

q. All trash and waste shall be kept in sanitary containers inside garage. Each lot owner is required to perform all necessary maintenance and upkeep of their lot. No trash, waste, brush, weeds or long grass is permitted. It is the lot owner's responsibility to keep the grass and weeds mowed prior to the start of construction of their residence.

r. No external antenna, unless approved by the Developer, and no satellite dishes more than twenty-four (24) inches in diameter shall be allowed. No satellite dish shall be visible from the street passing by the front of the home.

s. No above ground swimming pool shall be allowed in the Plat.

t. The lot owner is required to perform all necessary maintenance and upkeep of the lot prior to construction, including keeping the lot free of trash, waste, brush, weeds, and long grass. At all times during construction, the site shall be maintained to Developer's reasonable satisfaction in a neat and orderly manner. Construction debris shall be contained at all times in some manner as will prevent such material from blowing unto neighboring properties and/or streets.

u. No windmills are allowed on the property. Installation of solar panels may only be affixed to the roof of a structure, and flush mounted at the same pitch as the roof. No freestanding solar panels are allowed.

v. Outdoor wood burning stoves and/or boilers that create excessive smoke are not permitted. All outdoor wood burning stoves and/or boilers to be approved by the Developer.

4. ARCHITECTURAL REVIEW

No dwelling or other house or structure shall be erected on any lot of this subdivision until the plans and specifications have been submitted to and approved by the Developer or Developer's assigns. The Developer or Developer's assigns shall approve or disapprove such plans and specifications within sixty (60) days after the same have been submitted. Plans and specifications shall be deemed approved only if a written approval signed by Developer or Developer's assigns is received. All decisions of the Developer or Developer's assigns shall be enforceable against any lot owner if made in a good faith exercise of the judgment or discretion so long as such decision is not clearly in conflict with the express provisions of this declaration. Any person seeking to challenge any such decision of the Developer or Developer's assigns shall have the burden of proof to establish that such standards were not met at the time of the decision was made.

Submit plans and specifications to both:

Jill Hendricks

Vision Realty & Development LLC
PO Box 225
2100 Freedom Rd
Little Chute, WI 54140

Greg Gauerke

Broadway Hills Estates, LLC
4226 E Appleseed Dr
Appleton, WI 54913

5. SET BACK

All set back lines shall conform to local zoning regulations except Declarant may, in promoting overall harmony; establish other requirements in addition to such municipal regulations.

6. IMPROVEMENTS

All lot sales will include paved streets, sewer and water lines stubbed to the lot line, and access to natural gas, telephone lines, cable television and underground electric.

7. GRADES

No building or structure shall be erected or landscaping done until grades have been established by a licensed land surveyor or engineer showing conformity with the approved drainage plan for the Subdivision. The cost of establishing grades shall be borne by the property owner. All lot owners shall be required to sign an affidavit acknowledging receipt of drainage requirements for each lot. All lots must maintain the site drainage plan and home elevation specified for each lot, as approved by the City of Appleton. No berms exceeding 3', ponds or changes to the natural topography of the lot are allowed without written approval of the Developer AND/OR City of Appleton/Outagamie Country or the DNR.

8. PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; with the exception of dogs, cats or other household pets, which may be kept, provided they are not kept, bred or maintained for any commercial purpose. No doghouses, dog kennels, cages, sleeping quarters or any kind of outside housing for animals shall be allowed, except that a dog or pet run no larger than 100 sq. ft. in size may be constructed provided that it is not visible from the street passing by the front of the residence. In addition, any dog or pet run must be visually hidden from the view of any adjacent lot owner. A dog or pet run may be visually hidden from view by shrubbery or plantings of sufficient size and placement to impede the view of the dog or pet run to adjacent owners.

9. VEHICLES

No vehicles or equipment to be parked in a driveway overnight more than one week. No unlicensed vehicles will be permitted on any lot, unless stored within a garage. No boats, recreational vehicles, campers, trailers, tractors, motorcycles, ATV's or lawn maintenance equipment will be permitted to be stored on any lot, unless stored within a garage. No bus, large truck, semi tractor and/or trailer shall be parked anywhere within the exterior boundaries of all phases or additions to Broadway Hills Estates, unless they are there less than 48 hours to facilitate a lot owners moving in or out.

10. COLORS

No bright or vivid green, blue, red or yellow siding shall be allowed on any residence or garage. The Architectural Review Committee shall have final approval of all colors.

11. SIGNS

No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one (1) square foot and/or one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. FENCING

Fences may not exceed 42" in height, except for fences required by code (e.g. around pools or equipment), and must be of wrought iron or other natural looking style and color. All fences to be reviewed prior to installation and approved by the Developer. No solid PVC fences will be considered.

13. FILL

All fill and/or topsoil from plat must remain in the subdivision. Any fill or topsoil stockpiled within the subdivision is the property of the subdivision developer and is not part of the sale of the lot on which it is stockpiled. As long as the Developer owns any lot, in Broadway Hills Estates, the Developer reserves the right to direct the disposition of any dirt that is to be removed from any lot. However, such disposition, as directed by the Owner/Developer, shall be within a one-mile radius of the lot. It is the responsibility of the owner of the lot to contact the Developer prior to hauling out any fill. No fill or topsoil may be hauled out of this subdivision without permission of the developer.

14. 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 materials shall be placed or permitted to remain that may damage or interfere with the installation or maintenance of utilities, or that

Personally, came before me this 28 day of September 2020, the above-named Greg Gahrke known to me to be the person who executed the foregoing instrument.

Notary Public Jill M. Hendricks
Outagamie County, Wisconsin
My commission expires 10-19-2023

