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**RESTRICTIVE COVENANTS  
SANDY PINES ESTATES PHASE I**

Document Number

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*[Signature]*  
Register of Deeds

Recording Area

Affecting the following described real estate located in the Village of Redgranite, Waushara County, Wisconsin:

Lots One (1) through Twenty-two (22) inclusive of the Plat of Sandy Pines Estates Phase I, according to the recorded plat thereof recorded on March 2, 2001, in Plat Cabinet C, Envelope 1, as Document Number 378361, located in and being a part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) and part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Thirty-one (31), Township Nineteen (19) North, Range Twelve (12) East, in the Village of Redgranite, Waushara County, Wisconsin.

**RECITALS:**

1. Scott Rogers, Michelle M. Rogers, William J. Sesing, Steven R. Kinziger and Karla A. Kinziger are collectively the Owners and Developer of the above-described real estate, with the intention that the rights of the Owners and Developer will ultimately, in the near future, be transferred to Rogers, Sesing, & Kinziger Holdings, Inc., a Wisconsin corporation.

2. Lots One (1) through Twenty-two (22) of this residential subdivision are termed "Sandy Pines Estates".

3. The owners wish certain restrictions to be imposed on the development of the real estate so that the investment of purchasers will be protected.

4. It is desired to provide the owners of the property with a voice in control of continued development in consideration for their purchase of described lots.

**IT IS THEREFORE AGREED**, that each sale and subsequent use of the above lots shall be subject to the following covenants and restrictions which shall run with the land;

1. **ARCHITECTURAL CONTROL:** No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan of the lot showing the location

of all such structures or improvements and the landscape plan shall have been approved in writing by the Developer.

In making its determination, the Developer, and its consultants, shall take into account such things as the quality of workmanship, the materials to be used, the harmony of external design and color with existing structures, the topography of the land, the intended landscaping and any other reasonable considerations which the Developer shall deem relevant.

It is intended that the Developer will have authority to review such plans and specifications, and this authority is in excess and in addition to applicable building codes and/or ordinances.

After submission of the above required information, the Developer shall have thirty (30) days within which to notify the owner of acceptance, rejection, or conditional acceptance of the proposed improvements to the subject premises. Acceptance must be in writing, and shall be limited to the plans, specifications and other information actually submitted. There shall be no substantial or consequential variation by the owner unless written approvals for such variation are obtained from the Developer.

If required to do so, the Developer will review plans of a prospective purchaser of a lot and render a decision prior to closing in accord with these procedures. In the event such plans and specifications are approved or conditionally approved, the prospective purchaser shall be entitled to thereafter rely on such approval.

The Architectural Review Committee shall be composed solely of the Developer/Owner and its consultants, and following the closing of 6 of the lots which are subject to these Restrictive Covenants, any property owners the Developer, in its discretion, may decide to appoint to the committee. After the sale and development of all lots in the subdivision, further architectural control shall be handled by an Architectural Review Committee consisting of the owners of five (5) or more of the lots subject to these Restrictive Covenants who may call a meeting for the purpose of electing members to serve with the Developer on the Architectural Review Committee. Written notice of such meeting shall be mailed to all owners not less than five (5) days prior to the meeting. At such meeting any property owner may be proposed for membership to serve with the Developer on the Architectural Review Committee and on majority vote shall be elected to serve with the Developer until five (5) have been elected. At such meeting one or all of the members to serve with the Developer may be replaced. The Developer shall remain on the Architectural Review Committee as a permanent member until such time as all lots in the subdivisions have been sold and fully developed.

Any vacancy shall be filled by appointment of a successor by the remaining members and the Developer. Such successor shall serve until replaced by election as provided above.

2. **SPECIAL RESTRICTIONS:** The following are additional covenants and restrictions which may not be waived by the Developer or Control Committee and shall not be amended, except as provided in Paragraph 16 below:

(a) The property shall be used for residential purposes only. Not more than one single-family residence shall be erected on any lot. Business activities may be conducted from residences, provided the business does not disrupt or detract from the desirability of the subdivision.

(b) A multi-story dwelling shall have no less than Sixteen Hundred (1,600) square feet. One-story dwellings shall have no less than Fourteen Hundred (1,400) square feet.

(c) The front of the principal dwelling facing the street shall be substantially comprised of one or more natural materials including wood, stone, or brick.

(d) The basement, porches, breezeways and seasonal sunrooms shall not be included in determining the amount of square footage nor shall an attached garage be included in determining the amount of square footage. Normal closets and hallways shall be included.

(e) The maximum height of any dwelling or dwelling accessory buildings shall be thirty-five feet (35') measured from the highest point of contact between the natural grade and the structure.

(f) No log homes or earth homes may be constructed on any lot which is subject to the restrictions contained herein.

(g) Any culverts installed by owner or future land owners shall have "end walls".

(h) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time for a residence either temporarily or permanently. A portable toilet may be used by the contractor during construction.

(i) All driveways must be concrete, blacktop, brick pavers, or well maintained gravel with adequate square footage to park all normally anticipated vehicles.

(j) During construction, the construction site shall remain free of debris.

(k) Each lot shall be maintained by the lot owner, built on or not, so as to be neat in appearance when viewed from any street or any other lot, and if not properly maintained the Developer or Architectural Control Committee may perform yard maintenance and charge the cost thereof to the lot owner and levy a special assessment against the lot.

(l) No improvement on any lot shall be permitted to fall into disrepair and each improvement shall, at all times, be kept in good condition and repair and adequately painted or otherwise finished. Property shall be kept free from the accumulation of trash, abandoned vehicles, tires, appliances, furniture, etc. Residents are encouraged to maintain the natural vegetation wherever possible.

(m) No large machinery or equipment of any kind shall be placed, operated or maintained upon any lot except for large machinery or equipment which is usual or customary in connection with the construction of improvements on the property and then only during the period of construction.

(n) No dwelling or garage previously constructed on another site shall be moved onto said property at any time.

(o) No owner shall erect or build a dwelling on less than one platted lot within this subdivision.

3. **GARAGES/OUTBUILDINGS/FENCES, ETC.:** The plans for any dwelling shall include the construction of an attached garage. Garages shall be no less than two-car and no more than four-car garages and in no case shall exceed one-half of the total living space square footage. All driveways must front Sandy Pines Court and shall be of adequate square footage to park all normally anticipated vehicles. One accessory building is permitted. Minimum size: 8' x 12'; maximum size: 24' x 48', provided the structure is designed and built in like material, style and craftsmanship of the primary residence, excepting landscaping, i.e.: gazebo. Any swimming pool constructed on any lot shall be an inground pool subject to local codes and ordinances including fencing. The Developer/Control Committee must approve all decks and fences for swimming pools. Satellite receiving dishes are authorized and approved for use. Small satellite receiving dishes, 19" or less, may be placed according to normal and customary usage requirements, and large dishes are to be placed in the back yard with the owner to make reasonable efforts, through landscaping or otherwise, to obstruct their view from neighboring lots.

4. **UTILITIES:** A perpetual right and easement is hereby dedicated, reserved and conveyed to the public utilities providing utility service to the subdivision. No permanent buildings or other structures shall be placed within the easements shown on the Plat and/or survey map. All new electric distribution lines from which lots are individually served and all new telephone lines installed within the area of this subdivision shall be underground. Community antenna television cables and services, which are currently not available, are intended to be installed underground.

Associated equipment and facilities which are appurtenant to underground electric and communications systems, such as, but not limited to, pad-mounted transformers, pan-mounted sectionalizing switches and above-grade pedestal-mounted boxes may be located above ground.

Utility easements shown on the plat shall be graded to within six inches of final grade by the Developer prior to the installation of underground electric and/or communications facilities, and construction of any permanent buildings, and the placement of earth fill, piles or mounds of dirt or construction materials shall not be permitted on such easement areas, after such facilities have been installed, said final grade shall not be altered by more than six inches by the subdivider, his agent, or by subsequent owners of the lots on which such utility easements are located, except with written consent of the utility or utilities involved.

5. **USE OF PREMISES:** The premises shall be used exclusively for single-family residence purposes. No nuisance or offensive activity shall be carried on on the subject premises. Hunting and trapping are prohibited in all areas affected by these restrictions. The premises shall be kept in a clean and orderly condition and free from any accumulation of brush, trash, or other materials. Lawns and landscaping shall be maintained in a manner consistent with other described lots.

All uses, activities and improvements on any lot shall conform to and be done in compliance with all governmental laws, rules and regulations, including but not limited to building and safety codes, zoning regulations, and these Restrictive Covenants. Improvements shall be made in a workmanlike manner. Exterior changes to any dwellings continue to be subject to compliance with these covenants.

No rubbish or debris of any kind shall be placed or permitted to accumulate on any lot. No odors or loud noises shall be permitted to arise or emit from any lot. No use or activity shall be undertaken or permitted on any lot which constitutes an annoyance to surrounding owners or occupants or a public or private nuisance or which would render any lot unsanitary, unsightly, unsafe, offensive or detrimental to any other property in the vicinity of the lot. No noxious or offensive business trade or activity may be conducted from a residence that may destroy the peaceful, quiet rural atmosphere of the development.

6. **ANIMALS:** Domestic animals are allowed. Dogs and cats are expected to remain on their owner's premises and shall not run free. Agricultural animals are prohibited. The right of the property owner to keep such pet(s) is subject to the condition that no pet is allowed to annoy any other persons or to run at large, in any common area or any other property owner's land and if complaints are filed with the Developer/Architectural Control Committee with respect to violation of these restrictions, then, and in such event, the Developer/Architectural Control Committee will schedule a hearing for the purpose of determining whether or not the pet(s) shall be removed. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance.

7. **SIGNS:** No sign, billboard or name plate can be shown permanently in excess of 10" x 12" and must not be placed in the road and utility right-of-way, excepting street number designations, any subdivision entrance or other subdivision/landscaping signs placed in the subdivision by the Developer, or signs required by legal proceedings. However, in the event the owner desires to sell the real estate, a sign indicating the sale of the real estate may be placed upon the subject premises for a reasonable period of time. Such sign shall be in accord with the type normally associated with sales of residential real estate.

8. **TRUCKS:** No trucks with a load capacity over one (1) ton in weight are to be garaged or parked anywhere on said premises, except for parking in the ordinary course of making trade deliveries. Non-operating or junked vehicles shall not be kept on any premises.

9. **RECREATIONAL EQUIPMENT:** Recreational vehicles, travel trailers, boats and boat trailers, snowmobiles, recreational vehicles and other unlicensed vehicles shall be kept hidden from view from neighbors and from the street. Appropriate aesthetic fencing, shrubbery, etc. may be used to conceal said equipment.

10. **YARD AND SETBACK REQUIREMENTS:** The following shall be the setback requirements:

Minimum front yard from road	50 feet
Minimum total side yard (15 foot minimum on one side)	35 feet
Minimum rear yard	40 feet

11. **BUILDING COMPLETION:** Within one (1) year after commencement of construction of any dwelling, the following shall be completed; (a) the exterior of the dwelling, according to the plans and specifications approved by the Developer/Architectural Review Committee, and (b) grading,

leveling and landscaping of the yard according to the plans approved by the Developer/Architectural Review Committee. Structures must be site constructed. Modular or manufactured homes are not permitted.

12. **INCORPORATION:** In the event that the majority of the property owners, at a meeting called for such purpose, shall approve the formation of a corporation to replace the Developer, such incorporation shall be allowed by this Agreement. Provided, however, any such corporation shall include provisions in its articles and/or bylaws which specifically recite that actions taken by shareholders, directors and officers of such corporation be consistent with all terms and conditions contained in this document.

13. **ENFORCEABILITY:** The Developer and/or Architectural Control Committee, and any successors thereto, and the owners of any property located within the described real estate shall have the right to prevent or stop any violation of the foregoing restrictions by any legal remedy available against the parties responsible for such violations. These remedies to include, but not be limited to, an action for injunction for specific performance, or any action for damages resulting from such violations. In the event that a court shall find that the property owner was in violation of one or more of the restrictions or covenants contained herein, the prevailing party shall be entitled to all costs and disbursements associated with such legal action, including reasonably necessary attorney fees.

It is agreed that these covenants are of critical importance to owners of unique parcels of real estate and that an action for damages may not be an adequate remedy. It is specifically agreed that the Developer/Architectural Control Committee (or Homeowners Association) or property owners who may be aggrieved by a party violating the terms of this agreement shall, at such party or parties' option, be awarded the remedy of specific performance to enforce the terms of this agreement. An order of enforcement may include an order for removal of improvements which have been made to the real estate in violation of this agreement. In the event it is necessary for the Committee acting on behalf of the homeowners or an individual homeowner to enforce the terms of this agreement and in the event a court of competent jurisdiction grants a judgment against a homeowner for violation of these covenants, then in such event it is specifically agreed that such judgment also include reasonably necessary attorney fees, costs and disbursements associated with bringing such action hereunder.

14. **DURATION OF RESTRICTIONS:** The restrictions and covenants contained in this agreement shall extend in perpetuity and are intended to run with the land.

15. **SEVERABILITY:** In the event that any provision herein contained shall at any time be deemed invalid, such provision shall be considered to be severed from this agreement, with all of the remaining restrictions and covenants to be in full force and effect, and enforceable as outlined in Paragraph 13 above.

16. **AMENDMENT:** The restrictions herein contained may be amended by a vote of a majority of the lot owners, with each lot owner to have one vote, subject to the following:

- (a) Such amendment shall be in writing signed by the required majority of lot owners.
- (b) The amendment or memorandum thereof shall be recorded.

17. NONLIABILITY OF DEVELOPER: The Developer/Architectural Control Committee, or any party acting on its behalf, shall not be liable to any property owner for malfeasance or misfeasance in such capacity unless such actions cause damage and are wilful and/or malicious.

18. OWNER/DEVELOPER ASSIGNMENT OF INTEREST RESERVATIONS: The Developer/Owners as set forth under the terms of these Restrictive Covenants, reserve the right to and in fact contemplate signing and transferring their interests, rights and responsibilities under the terms of these Restrictive Covenants to a Wisconsin corporation or other entity to be formed by the Developer/Owners, as Developer/Owners see fit. In the event of such assignment, the corporation or other new entity shall have all of the rights, interests and responsibilities of the Developer/Owner under the terms of these Restrictive Covenants.

Dated this 17<sup>th</sup> day of April, 2001.

Scott Rogers  
Scott Rogers, Owner

Michelle M. Rogers  
Michelle M. Rogers, Owner

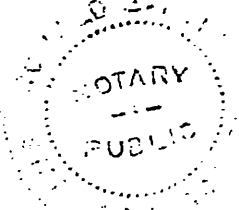
William J. Sesing  
William J. Sesing, Owner

Steven R. Kinziger  
Steven R. Kinziger, Owner

Karla A. Kinziger  
Karla A. Kinziger, Owner

STATE OF WISCONSIN )  
 ) ss  
FOND DU LAC COUNTY )

Personally came before me this 17<sup>th</sup> day of April, 2001, the above-named Scott Rogers, Michelle M. Rogers, William J. Sesing, Steven R. Kinziger and Karla A. Kinziger, to me known to be the persons who executed the foregoing instrument.



Ronald L. Petak  
Ronald L. Petak  
Notary Public, State of Wisconsin  
My Commission is permanent

This Instrument Drafted by:

ATTORNEY RONALD L. PETAK  
Fond du Lac, Wisconsin