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Mary *Michels*
REGISTERED PLANS
FOND DU LAC COUNTY, WI
**PIONEER MEADOWS
RESTRICTIVE COVENANTS**

Affecting the following described real estate, located in the City of Fond du Lac,
Fond du Lac County, Wisconsin:

Lots Numbered 1 - 150 of Pioneer Meadows Add. to the City of Fond du Lac.

RECITALS:

1. Michels Investments, A Wisconsin General Partnership, is the owner of the above described real estate.
2. The owner wishes certain restrictions to be imposed on development of the real estate so that the investment of purchasers will be protected.
3. It is desired to provide the future 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 Control Committee.

In making its determination, the Control Committee 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 Control Committee shall deem relevant.

It is intended that the Control Committee 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 Control Committee shall have fifteen (15) 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 Control Committee.

If requested to do so, the Control Committee 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 Control Committee shall be composed as follows:

(a) Until the closing of the first lot, the Control Committee shall consist solely of the undersigned owner, or it's assigns.

(b) At the time of ultimate closing of subsequent parcels, each purchaser will thereafter be entitled to, at his option, be a member of the Control Committee, until such time as three (3) purchasers of lots have agreed to serve on said Control Committee. Each shall have one vote.

(c) Prior to the first closing, the owner will have three (3) votes, which will be diminished by one (1) vote each time a purchaser agrees to serve on the Control Committee, until such time as three (3) purchasers have so agreed to serve. Thereafter these three (3) purchasers will constitute the Control Committee, to act in accord with the terms of this Agreement until their successors qualify.

(d) The three (3) members of the Control Committee may appoint one or more members thereof, or such other person or persons as they may direct to review the plans and specifications on their behalf.

At any time after more than three (3) lots have been sold, the owners of three (3) or more of the described lots may call a meeting for the purpose of electing members of the Control 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 on the Control Committee and on majority vote shall be elected to the Control Committee until three (3) have been elected. At such meeting one or all of the Control Committee may be replaced.

Any vacancy shall be filled by appointment of a successor by the remaining (2) members. 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 Control Committee, and shall not be amended, except as provided in Paragraph 14 below:

(a) Multi-Story Dwellings shall have no less than 1,800 square feet, and Ranch-Style Homes shall have no less than 1,400 square feet.

(b) The basement shall not be included in determining the amount of square footage. The Control Committee, at its option, may or may not include lower levels of multi-level homes. Normal closets and hallways shall be included.

3. GARAGES/OUTBUILDINGS/FENCES, ETC. The plans for any dwelling shall include the construction of an attached garage to be completed before occupancy of home. This requirement may be waived for a compelling construction reason by the Control Committee. Construction of any additional garages, outbuildings, dog cages, satellite receiving dishes, fences or other similar or dissimilar improvements to the real estate shall be first approved in writing by the Control Committee.

4. UTILITIES. All utilities shall be underground and easements necessary for installation and maintenance along lot lines shall be given by property owners, provided such easement shall not interfere with the normal use of the property. This shall include cable television.

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. The premises shall be kept in a clean and orderly condition and free from any accumulations of brush, trash, or other materials. Lawns and landscaping shall be maintained in a manner consistent with other described lots.

6. ANIMALS. No animals, poultry, pigeons or livestock shall be raised, bred or kept on said premises, except that any property owner may maintain a maximum of two dogs or two cats, as household pets and provided the same are not bred or maintained for any commercial purpose.

7. SIGNS. No signs shall be placed upon the subject premises, other than street number designations. 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. In addition, vehicles of any size may be barred by the Control Committee in the event they deem the keeping of a particular vehicle is unsightly and/or not in accord with the best interests of the neighborhood. Non-operating or junked vehicles shall not be kept on any premises.

9. RECREATIONAL EQUIPMENT. No boats, snowmobiles, campers, travel trailers, motorcycles, lawn mowers, tractors, or any other such equipment shall be stored within outside view on the subject property.

10. 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 Control Committee, 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.

11. ENFORCEABILITY. The 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 party seeking to enforce these restrictive covenants shall be entitled to all costs and disbursements associated with such legal action, including reasonably necessary attorneys 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 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 injunction and/or 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. It is specifically agreed that the Committee or a homeowner acting on behalf of the Committee to enforce rights under this Agreement may apply to a court of competent jurisdiction for enforcement of the terms hereunder. If such court shall grant relief in favor of the Committee or prevailing homeowner for acts in violation of these covenants, then it is specifically agreed that such judgment shall also include reasonably necessary attorneys fees, costs and disbursements associated with bringing such action as provided above.

12. DURATION OF RESTRICTIONS. The restrictions and covenants contained in this Agreement shall extend in perpetuity.

13. 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 11 above.

14. AMENDMENT. The restrictions herein contained may be amended, subject to the following:

- (a) Such amendment shall be in writing.
- (b) It shall be signed by all then owners.
- (c) The amendment or memorandum thereof shall be recorded.

15. LIABILITY OF CONTROL COMMITTEE. Members of the 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 actual damage and are found to be willful and malicious and/or in bad faith.

Dated this 31 day of Oct., 1990.

MICHELS INVESTMENTS

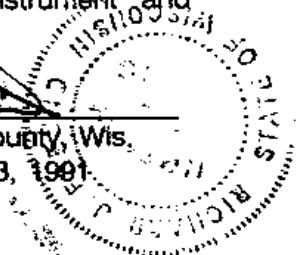
A Wisconsin General Partnership


By: Dale Michels

STATE OF WISCONSIN)
) ss.
FOND DU LAC COUNTY)

Personally came before me this 31 day of Oct. 1990, to me known to be Dale Michels, the person who executed the foregoing instrument and acknowledge the same.


Notary Public, Fond du Lac, County, Wis.
My commission expires June 23, 1991



This instrument drafted by:
Robert V. Edgerton, Attorney At Law