## TIGER'S DEN

#### Restrictive Covenants

The undersigned developers and owners, having an interest in the hereinafter described real estate for the purpose of enhancing and protecting the attractiveness and value of said real estate, hereby declare that all the real property herein described and each part thereof shall only be held, sold and conveyed subject to the following convenants, conditions and restrictions, which shall constitute covenants, running with land, and shall be binding upon all parties having any right title or interest in the hereinafter described property or any part thereof, their heirs, personal representatives, successors or assigns, and the convenants contained herein shall insure to the benefit of each owner thereof.

#### Premises:

The Restrictive Covenants set forth below apply to Lots 1-45, inclusive; Tiger's Den plat, according to the recorded Plat thereof, Village of Wrightstown, Brown County, Wisconsin.

#### Enforcement:

The owner of any covered lot, or the owner of any interest, therein, is authorized to commence and maintain legal proceedings, either at law, or in equity, against any party or person who shall violate any of the restrictive convenants, for the purpose of barring, enjoining or terminating such violation, and for the additional purposes of recovering damages for such violation if damages are appropriate.

## Partial Invalidity:

The invalidation of any of these restrictive convenants by final order or final judgment of a court of competent jurisdiction shall not affect the enforceability of the remaining covenants, all of which shall be in full force and effect.

### Restrictive Covenants:

- 1. All buildings shall be started on the grade established by the developers or municipality.
- 2. All landscaping must be completed within one year of the occupation of a structure for residential purposes.
- 3. No lot may be divided by plat, survey or otherwise to create an additional buildable lot.
- All lots are zoned "RESIDENTIAL." No building may be erected, occupied or used for other than
  residential purposes.
- 5. No building shall be erected on any lot until a copy of the plot plan, building plans and final plans and specifications showing the nature, size, kind, shape, height, materials, location and grade of the structure be first submitted to and approved in writing by the Architectural Control Committee, as established by the developer, or its successors; provided, however, that when a residence has been completed, a purchaser may presume that this covenant has been satisfied.
- 6. No envelope or earth homes are permitted.
- All homes must have 5/12 roof pitch or greater if gable. Any other style must have written approval
  from developers.
- 8. Solar heating panels or satellite dishes in excess of 42" on the home or in the yard is not permitted.

- Each lot must be graded and maintained by the abutting property owners to provide adequate drainage
  of surface water.
- 10. Each property owner and his/her contractors are responsible for maintaining all surveyed markers.
- 11. All construction must be completed within (1) year of the granting of a building permit on each specific lot.
- 12. All wire, cables or conduits providing electrical, cable or other service to any dwelling or outbuilding or from dwelling to outbuilding shall be placed underground, and no trees may be planted or walls constructed which will interfere with said wires, cables or conduits.
- 13. The only professional or business signs allowed will be a "For Sale" sign pertaining to the sale of said premises.
- 14. No more than two (2) dogs and two (2) cats per residence shall be permitted. No sheep, goats, swine, horses, or other cattle shall be kept or stabled, and no pets shall be bred, raised or otherwise dealt with as a hobby or for commercial purposes on any lot. No outside kennels shall be permitted on the premises.
- 15. No building shall be moved onto any lot.
- 16. No temporary structure of any kind will be permitted for dwelling purposes, including trailer homes.
- 17. One utility building shall be permitted for the storage of recreational, lawn and garden equipment, or contain swimming pool filter equipment, etc., including the pool bathroom. Said structure may not contain more than 200 square feet and be built of similar material as the home. No steel sheds or pole buildings are permitted.
- 18. Other than conventional vehicles, all other types of vehicles such as, but not limited to, recreational campers, buses, and service vehicles of all types, shall not be parked or stored overnight on any part of the front 42 feet of the premises for q continuous period to exceed 10 days.
- 19. All homes must be site constructed. No mobile homes shall be placed or erected on any lot.
- 20. Single story (ranch) homes must contain a minimum of 1400 square feet. Split level, 1-1/2 story or 2 story homes must contain a minimum of 1800 square feet. All such minimum footage requirements exclude basement, breezeway or attached garage. Some masonry product must enrich the front elevation of said home. A minimum of 25%.
- 21. All improvements made to any dwelling or outbuilding must be completed within twelve (12) calendar months from the commencement of the same.

# 1930802

Dated this \_\_\_\_\_\_ day of \_\_\_\_\_ September \_\_\_\_\_\_ 2002.

Tim J. Bisaw

Tonn VerBoart

Robert Kidney

Subscribed and swom to before me this

September 10, 2002

\* Margaret J. Lemeron Notary Public, State of Wiscons My commission expires: 3-1

Drafted by: Tim J. Besnw 2650 S. Ashland Avenue Green Bay, WI 54304