

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
PAPERMILL ESTATES**

THIS DECLARATION of Conditions, Covenants and Restrictions for **Papermill Estates, Village of Kimberly, Outagamie County, Wisconsin**, is made this 20th day of November, 2017, by the Village of Kimberly, ("Village") and Paper Mill Estates I, LLC a Wisconsin limited liability company ("Developer"). The Village is the current owner of the following described real estate in the Village of Kimberly, County of Outagamie, State of Wisconsin, being the real estate now duly platted as:

Lots One (1) through Forty-nine (49), Papermill Estates, as recorded in the Office of the Register of Deeds on November 8, 217 in Cabinet M of Plats, Pages 73 and 74, as Document No. 2119240, being all of Lot 1 of Certified Survey Map No. 7383 recorded in Volume 44 on Page 7383, as Document No. 2107632, located in Government Lots 2 and 3 of Section 27, Township 21 North, Range 18 East, Village of Kimberly, Outagamie County, Wisconsin.

and hereby makes the following declaration of covenants, conditions and restrictions to which the lots or tracts constituting such Planned Unit Development ("PUD") shall be put, and hereby specifies that such declarations shall constitute covenants, conditions and restrictions that run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and shall be for the benefit of, and limitations on, all future owners in such PUD (each a "Lot Owner"). Developer is the exclusive developer of the property and joins in this declaration.

1. Purpose. The purpose of these covenants, conditions and restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisance, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each lot owner the full benefit and enjoyment of their property, with no greater restriction on the free and undisturbed use of their property that is necessary to insure the same advantages to all other lot owners.

2. Zero Lot Line Ownership. Lots one (1) through forty-eight (48) are two (2) family townhouse dwellings (each referred to as a "Building") and lot forty-nine (49) is a single-family dwelling. Lots one (1) through fourteen (14) shall be one-and-one-half, two, or two-and-one-half story

Document #: **2120426**
Date: **11-22-2017** Time: **11:25 AM**
Pages: **8** Fee: **\$30.00**
County: **OUTAGAMIE COUNTY** State: **WI**

SARAH R VAN CAMP, REGISTER OF DEEDS
This document has been electronically
recorded and returned to:
McCarty Law LLP

Return to:

Reg P. Wydeven
McCarty Law LLP
2401 East Enterprise Avenue
Appleton WI 54913

townhouse buildings. Each Building shall have a common wall, which shall be a common element between each two (2) family townhouse. For example, the common wall between the Building on lot one and two shall be a common element shared by the owners of the Building. Said wall is to be used by the lot owners in common, each owner to bear equally with the other the cost of keeping the common wall in good order and repair; provided, however, that damage to one side of the common wall not affecting the other side shall be repaired by the owner of the dwelling on whose side the damage occurred. Each party grants the other an easement in and on the common elements for purposes of repair, maintenance and use. All utilities shall be separately metered for each lot.

Each Lot Owner agrees that the aesthetics of their Building is important to the value of the lots and PUD. Therefore, the exterior color of the roofing and/or siding, garage doors, entry doors and/or trim of each Building shall not be altered unless the Lot Owners comprising the entire Building consent to said modification.

3. Parking of Vehicles. Snowmobiles, boats, trailers, semi tractors and trailers, mini-bikes, motorcycles, recreational vehicles, motor homes, campers, fish shanties or unlicensed, un-operable or junk vehicles shall not be stored on the property other than inside the garage. This restriction is not applicable during the period of construction on the lot. Angled street parking on North Main Street is available for use by the general public and is not exclusively designated for Lot Owners.

4. Minimum floor plan size. The following shall be the minimum floor areas for homes to be constructed on a lot, exclusive of basement area, garage area and open porch areas:

(a) The ground floor of a one-story Unit shall be a minimum of 1400 square feet;

(b) The total square footage of a one and one-half, two or two and one-half story Unit shall be a minimum of 1600 square feet.

(c) No Building is to have 100% vinyl siding on the front. Other building materials for the front may include, but are not limited to, board and batten, cedar impressions, stone, or brick.

Each Lot Owner agrees that the aesthetics and values of each dwelling are important to the Lot Owners and the PUD. The developer needs to approve the design, quality and appearance of each dwelling.

5. Type of Construction. No used buildings or residences shall be moved onto any lot.

6. Storage or Utility Building/Outbuilding. No storage or utility building/outbuilding shall be permitted on any lot.

7. Compliance with state and municipal codes. Setback lines, side yard lines and building codes for any residence shall comply with all ordinances and regulations of the Village of Kimberly and the State of Wisconsin.

8. Driveways. All driveways are to be hard surfaced, to the property line, with concrete, within one (1) year of home occupancy.

9. Drainage Pattern. The landscaping of each individual lot shall comply with the drainage plan approved by the Village.

10. Trash/Burning/Litter. All trash and waste shall be kept out of public view and in sanitary containers that shall not be aesthetically offensive nor unsightly. There shall be no burning of any kind, including, but not limited to, leaves, upon any lot. No lot shall be used as a dumping ground for litter, unwanted stones, grass clippings, branches, garbage or other rubbish.

11. Antennas/Satellite Dishes. Radio and TV antennas are not allowed on the exterior of a building or on poles. Satellite dishes are allowed, however, they are not allowed in the front or on the roof of a building. Satellite dishes are to be kept to the side or rear of the home and hidden from view as much as possible.

12. 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.

13. Animals. No animals, livestock, reptiles, birds, or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs and two cats per household may be kept inside the residence, provided they are not kept, bred or maintained for any commercial purpose. Nothing contained herein, however, shall be construed to permit the keeping of any dog or cat which, in any way, constitutes a nuisance. Pets must be on a leash or otherwise constrained when outside a residence. No outdoor animal kennels or dog runs are allowed on any lot.

14. Subdividing. None of the lots may be subdivided or partitioned, except by the Village or Developer.

15. Lighting. All outdoor lighting shall be ornamental. Any pole lighting shall be erected on ornamental poles. Flood lighting may be used provided it is not offensive to the neighboring properties or roadway. Spot lighting may also be used provided it is a cut-off type fixture so that light does not shine into adjoining yards.

16. Temporary Structures. No structure of a temporary nature, shanty or similar structure shall be permitted on any lot either temporarily or permanently. No structure other than a fully completed residence shall be occupied.

17. Growth and Debris. The owners of each improved lot shall keep said lot, together with all lands lying in road right-of-way between the lot and the traveled portion of all roads that abut the lot, mowed and attractive. No refuse pile, rubbish or unsightly objects shall be allowed to be placed or allowed to remain anywhere thereon; and in the event the owners shall refuse, upon written notification to keep the property free of weeds, underbrush, refuse piles or other unsightly growth or objects, then agents of the maker of these covenants may enter upon said land and remove same at the expense of the owner, and such entry shall not be deemed a trespass.

18. Walls and Fences. No wall or fence, excluding hedge fences and partition fences between properties, shall be constructed on any lot. Developer and both Lot Owners need to approve a partition fence. No outdoor clotheslines are allowed on any lot.

19. Encroachment. For purposes of these covenants, conditions and restrictions, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this paragraph shall not be construed to permit any portion of a building to encroach upon another lot.

20. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign no larger than one square foot, or one sign no larger than five square feet advertising the property during the construction and/or sales period.

21. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved and restricted as shown on the recorded plat. The easement area of each lot and all improvements on the lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The following uses, structures and activities are prohibited in any easement: filling, grading and excavating; construction or placement of any building or structure; the cultivation of crops, fruits or vegetables; the planting of trees or shrubs; the dumping or depositing of ashes, waste, compost, fill or materials of any kind or nature; and the storage of vehicles, equipment, materials or personal property of any kind or nature.

22. Homeowners Association. All Lot Owners within Papermill Estates shall automatically become members of Papermill Estates Homeowners Association, Inc., a Wisconsin non-stock, nonprofit, membership corporation and subject to the Bylaws of the Association. Each lot shall be entitled to one vote on any matters submitted to a vote of the members of the Association. Developer shall take the place of the Village in the Association and shall vote any lots owned by the Village. The Association shall be organized for purposes including, but not limited to: the promotion of the quality of Papermill Estates. The Association, among other things, has the power to prepare and annually

submit to its membership a budget of the expenditures which it proposes to make for the ensuing year and to collect from the owners of each dwelling annual and special assessments.

(a) Association Maintenance Items. The Association shall be responsible for the removal of snow from any driveways and front walkways within the PUD. The Association shall also be responsible for the maintenance of any sidewalk contained within the PUD and for mowing the lots. Certain sidewalks designated on the PUD plat shall be owned by the Association.

As shown on the plat, the Association is granted an easement to access any storm-water inlets and piping located on lots twenty-nine (29) through thirty-six (36). The Association shall also be granted an easement to access any berms located on lots fourteen (14) and thirty-nine (39) through forty-nine (49). Any changes by a Lot Owner in these easement areas requires approval of the Association and, as long as the Village or Developer owns any lot, the Developer.

(b) Bylaws and Assessments. Additional activities of the Association, including fixing assessments, shall be governed by and administered pursuant to the provisions contained in the Bylaws of Papermill Estates Homeowners Association, Inc. The Board of Directors of Papermill Estates Homeowners Association, Inc. is empowered to fix and collect assessments to provide for the operation, care, maintenance, and upkeep of all areas for which the Association is responsible.

(c) Common Expenses. The Board of Directors of the Association shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the common expenses chargeable to each lot to meet the estimated common expenses of the Association for the ensuing year.

The amounts required by such budget shall be assessed and charged against the lots, and allocated equally among the members of the Association. On or before January 1 of the year for which the operating budget was prepared, the Board of Directors shall provide the members with a written copy of said budget and their respective allocated assessment. The common charges shall be paid to the Association on or before the first day of February of said year. If not paid on or before the due date, the charges shall bear interest at the rate of three percent (3%) over the then current prime rate, as set forth in the Wall Street Journal, Midwest Edition, per annum until paid in full. Each Lot Owner shall be responsible for 1/49 of the common expenses, regardless of the size or location of their particular lot.

(d) Default. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, said charges or assessments shall constitute a lien against his or her lot under Section 779.70 of the Wisconsin Statutes and the Association may

bring suit for and on behalf of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of suit and the interest, together with reasonable attorney's fees.

23. Severability. Invalidation of any of the conditions, covenants or restrictions, by judgment or court order, shall in no way affect any of the remaining conditions, covenants and restrictions, which shall remain in full force and effect.

24. Amendment. This Declaration may be modified, clarified, changed and/or amended at any time and in any manner by written declaration setting forth such modification, change, clarification and/or amendment, which has been executed by at least fifty percent (50%) of the Lot Owners, in such form as to allow it to be recorded in the Outagamie County Register's Office; provided, however, that such modification, change, clarification and/or amendment shall require the written approval, in recordable form, of Developer, so long as Developer owns any lot(s) in the PUD. Further, so long as Developer owns any property in the PUD, Developer, by itself alone, shall be entitled to modify, clarify, change and/or amend the covenants, conditions and restrictions.

25. Enforcement. Enforcement shall be by proceedings at law or equity, against any person or persons violating or attempting to violate any condition, covenant or restriction, either to restrain such violation or to recover damages. Any Lot Owner or the Association may enforce the provisions of this Declaration by proceedings in law or equity against any other Lot Owner.

26. Relation to Public Regulations. Where the provisions in this Declaration impose greater restrictions than any statute, ordinance or rule, the provisions of this Declaration shall prevail. Where the provisions of any statute, ordinance or rule impose greater restrictions than this Declaration, the provisions of the statute, ordinance or rule shall prevail.

27. Term. These conditions, restrictions and requirements are covenants running with the land, and shall become binding upon the grantors and grantees of the property herein, their respective heirs, executors, administrators and assigns, for the period of twenty (20) years from and after the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating or reducing the term is executed in accordance with Section 24 above.

IN WITNESS WHEREOF, Developer has hereunto set its hand and seal on the day and year first above written.

[Signature page follows]

[Signature page to Restrictive Covenants]

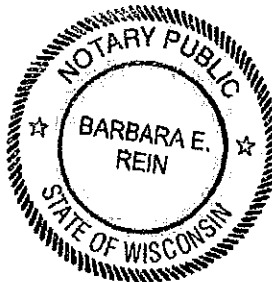
VILLAGE:
Village of Kimberly

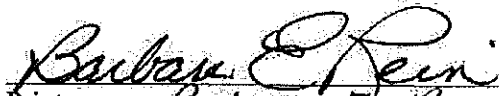

Danielle Block, Village Administrator

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
County of Outagamie)

Personally came before me on Nov. 20, 2017, the above named Danielle Block, Village of Kimberly Administrator, to me known to be person who executed the foregoing instrument and acknowledged the same.




Print name Barbara E. Rein
Notary Public, Wisconsin
My commission expires 10-05-2018

This instrument was drafted by:
Attorney Reg P. Wydeven
McCarty Law LLP
2401 East Enterprise Avenue
Appleton WI 54913-7887