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Tx:4079640

Kimberly Heights 4  
Lots 115-151  
Restrictive Covenants

DOCUMENT # 553362

Document Number

5 Document Title

TAMARA ALTEN  
REGISTER OF DEEDS  
CALUMET COUNTY, WI  
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Agreement made September 4th, 2020, between Derck DeWitt LLC, Developer of the following described real property located in the Village of Harrison, County of Calumet State of Wisconsin, same being the real property now duly platted as Kimberly Heights subdivision of the Village of Harrison:

Calumet County, Wisconsin.

Now Known as Lots 115-151 of Kimberly Heights a subdivision in the Village of Harrison, County of Calumet and the State of Wisconsin

Recording Area

Name and Return Address:  
Dercks DeWitt LLC  
1209 Bobby Ct  
Appleton WI 54915

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Hereby make the following declarations as to limitations, restrictions and uses to which the Lots or tracts constituting such division may be put, and hereby specify that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of any Limitations on all future owners in such subdivision.

Parcel Identification Number (PIN)

The purpose of the following protective covenants are to enable a uniform programming for establishing a scheme of development and protection of the lands set forth herein; particularly to maintain the value of the land through the regulation, type, size and place of building; lot sizes, reservation of easements, prohibition of nuisances and other land uses that might affect the desirability of this area. Further, the covenants shall be effective in their entirety as to the parties hereto, their heirs, assigns and successors. The covenants, in their entirety shall apply to all lots in Kimberly Heights subdivision. Said covenants are as follows:

1. All lots shall be used for residential single-family purposes only and when and if a dwelling is erected upon said premises it shall be erected upon a basement built of concrete blocks or solid concrete, or other permanent construction, and with an exterior of such type as will not lesson the value of this property or surrounding property. All exposed concrete of porches must have brick or stone face. The pitch of all roofs of any home or out building shall be of no less a 6/12 pitch. Roof pitch exceptions may be made by developer for modern style homes. The exterior of the house and landscaping must be completed within one year of the beginning of construction. No more than one residence together with at least an attached two-stall garage. No modular, pre-cut, prefabricated or any other pre-built building shall be erected or placed upon the premises and used as a residence or for any other purpose at any time subject to developer's authorization.

2. No more than one accessory building per lot. Accessory building shall conform architecturally and structurally to the residence. The said accessory building must have a concrete floor. No accessory building with sheet metal or a pole building is allowed. Dimensions and sq.ft. in accordance with the Village.

3. For ranches, the ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1650 square feet . For one and one-half 2200sq. ft and 2 story not less than 2400sq ft.

4. There shall not at any time be erected or placed upon the premises hereby conveyed any temporary building used in the construction of the permanent building. No garage home shall be erected nor placed upon the premises hereby conveyed and no trailer or trailer homes shall be placed or kept upon the premises. No residence or outbuilding shall be moved from any other premises to the premises hereby conveyed, whether in original condition or renovated.

5. No person or persons shall be allowed to operate any salvage or junk yard or be allowed to have any unlicensed or disabled vehicles on any property at any time.

6. No animals may be kept or permitted upon the premises, excepting animals which are bona fide pets and which are under complete control within the confines of the owner's lot at all times, and which do not make noise or constitute a nuisance or inconvenience to the neighbors. No pet will be allowed outside except on a leash. No animal cages, dog runs, or cyclone fence dog kennels will be allowed. No person or persons shall raise livestock of any kind or nature.

7. No person or persons shall be allowed to live in any garage house or in a basement of any uncompleted residence unless written permission is granted for a period not to exceed two months.

8. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or on other recorded easement agreements. Within these easements, no structure, or planting, or other material, shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

9. Front set-back line for all lots is to be 25'. Set-back lines and building codes for any residence and accessory building shall be in compliance with all ordinances and regulations of Calumet County and the Village of Harrison. The accessory building shall be set back a minimum of ten feet from the house front.

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

11. All trash and waste shall be kept in sanitary containers out of public view.

12. All finished grades must comply with the plat grading and drainage plan.

13. All campers, recreational vehicles, boats, trailers, tractors and any other type of machinery or equipment must be stored inside. Outside storage is limited to 72 hours.

14. Single-family dwellings having identical exteriors may not be constructed "side-by-side" within this subdivision.

15. Lot owner is to submit to the developers of the subdivision a complete set of building plans for approval before construction can begin. Approval or refusal of plans and specifications may be based on any grounds, including purely aesthetic grounds. The copy of the building plans are to be held on file until completion of home.

16. No unlicensed vehicles permitted unless stored in a garage.

17. Driveway to be finished off within 1 year of construction. Lawn to be planted within 1 year of completion of home.

18. So long as the Developer own any lot, Developers reserve the right to re direct the disposition of any dirt being removed from said owners lot in accordance with developers instructions.

19. Full rights to these covenants and restrictions are to be held by the original developer until such time that all remaining lots are sold; further provided, however, that the full rights will be waived of said persons if the remaining lots they own are for their personal residential purposes. Once all lots are sold, these restrictive covenants may be removed, modified, annulled, waived, changed and/or amended at any time and in any manner be a written declaration setting forth such amendment, etc. which has been executed by the owners of at least 50% of the lots in said Plat, in such form as to entitle it to be recorded in the Register's Office for Calumet County, Wisconsin.

20. Any fence must be approved by developer. No wood or chain link fences.

21. Buyer/owner to install To furnish, construct and install sidewalks in accordance with the plat, plans and specifications to be completed within 1 year of occupancy or September 15 2023. Whichever comes first.

22. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

23. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Scott D. DeWitt have hereunto set their hands and seals on the day and year first above written.

Dercks DeWitt LLC

By [Signature]  
Scott D. DeWitt, member

State of Wisconsin     )  
  )     ss.  
Outagamie County     )

Personally came before me on September 25, 2020, the above named Scott D. DeWitt known to be the persons and officers of said corporation who executed the foregoing instrument acknowledge the same.

[Signature]  
Notary Public, Wisconsin

This instrument was drafted by:  
Scott DeWitt  
1209 Bobby Ct  
Appleton, WI 54115

