

Janice Flenz
Janice Flenz, Register of Deeds

pd
13.00

OUTAGAMIE COUNTY CERTIFIED SURVEY MAP NO. 4694

Lot Twenty-Four (24), WESTOWNE RIDGE, being part of the Northwest 1/4 of Section 32,
Town of Buchanan, Outagamie County, Wisconsin.

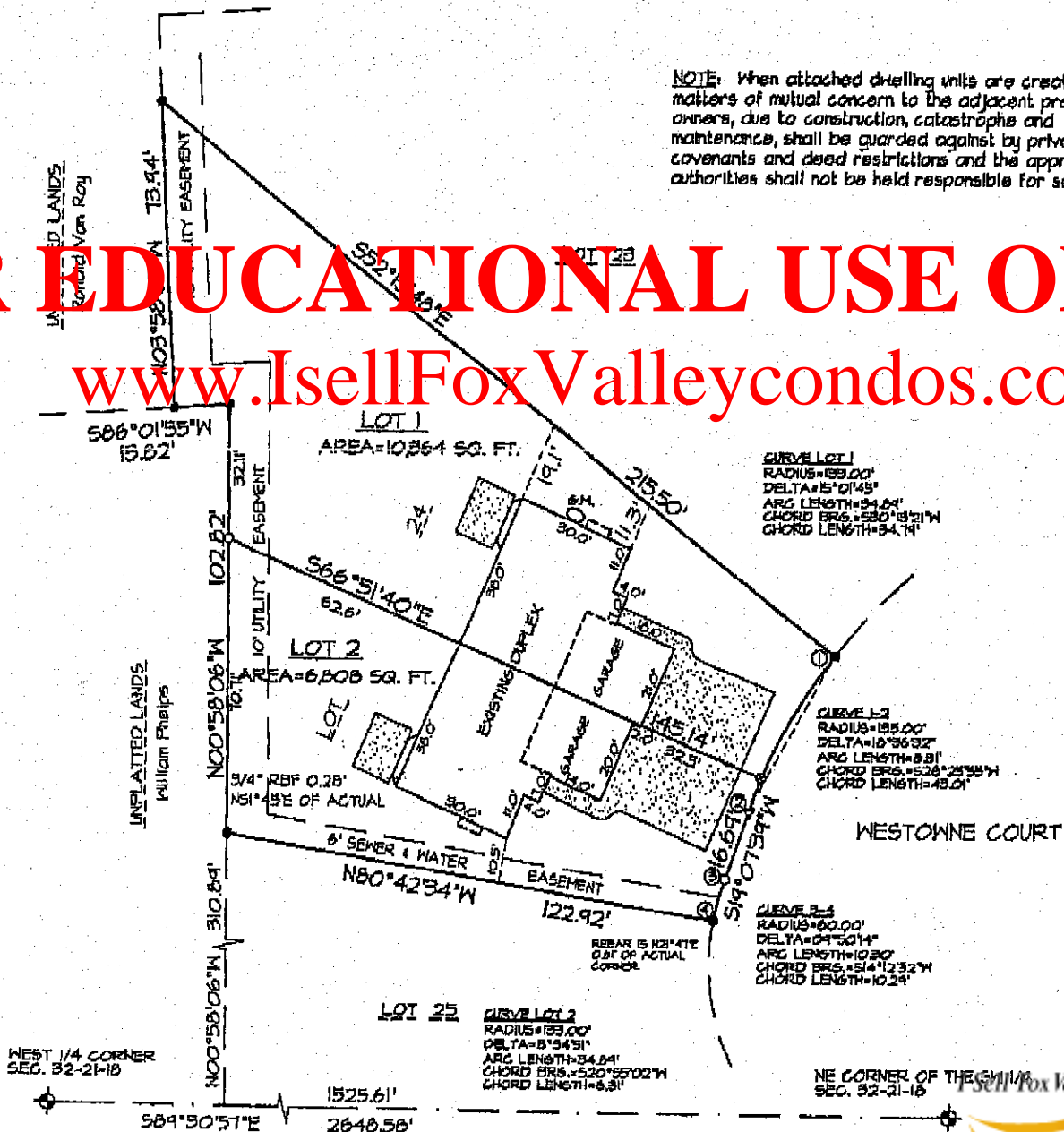
Prepared for: GARY EVERS
715 S. RAILROAD ST.
KIMBERLY, WI 54316

LEGEND

- = EXISTING 3/4" REBAR
- = 3/4" x 24" REBAR SET
WEIGHING 150 LBS./LIN. FT.
- △ = MASONRY NAIL SET
- = CORNER FALLS IN WATER VALVE

Bearings are referenced
to the recorded Plat of
WESTOWNE RIDGE.

NOTE: When attached dwelling units are created,
matters of mutual concern to the adjacent property
owners, due to construction, catastrophe and
maintenance, shall be guarded against by private
covenants and deed restrictions and the approving
authorities shall not be held responsible for same.



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OUTAGAMIE COUNTY CERTIFIED SURVEY MAP NO. 4694

SURVEYOR'S CERTIFICATE

I, Robert J. Harris, Registered Wisconsin Land Surveyor, certify that I have surveyed, divided and mapped all of Lot Twenty-Four (24), WESTWNE RIDGE, Town of Buchanan, Outagamie County, Wisconsin.

That I have made such survey, map and land division as shown hereon, under the direction of Gary Evers.

That this map is a correct representation of the exterior boundary lines of the land surveyed.

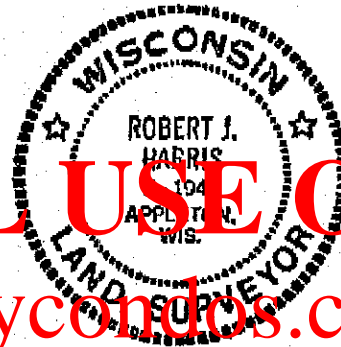
That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Subdivision Ordinances of Outagamie County in surveying, dividing and mapping the same.

Robert J. Harris

10-30-03

ROBERT J. HARRIS

DATE



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OUTAGAMIE COUNTY PLANNING CERTIFICATE

This Certified Survey Map has been reviewed by the Outagamie County Planning Department.

David Johnson
Signed

10-30-2003
Date

**RESTRICTIVE COVENANTS
REGARDING
W3204 AND W3206 WESTOWNE COURT, APPLETON, WISCONSIN**

WHEREAS, the Town of Buchanan has approved an ordinance allowing construction of zero lot line attached buildings; and

WHEREAS, Gary S. Evers and Debra R. Evers, ("Declarants") are the owners of a parcel of real estate in the Town of Buchanan, Outagamie County, Wisconsin, more particularly described as:

Lots 1 and 2, Certified Survey Map No. 4446, filed November 26, 2002, in Volume 24 on page 4694, Document No. 1584868, Town of Buchanan, Outagamie County, Wisconsin, formerly known as Lot Twenty Four (24) WESTOWNE RIDGE, Being part of the Northwest ¼ of Section 32, Town of Buchanan, Outagamie County, Wisconsin.

WHEREAS, there are improvements on the premises with a zero lot line setback such that essentially one-half of the improvements will be located on each of Lots 1 and 2, Certified Survey Map No. 4694, filed October 31, 2003 in Volume 26 on page 4694, Document No. 1584868, Town of Buchanan, Outagamie County, Wisconsin. The Declarants do hereby submit the land and improvements herein described to the following restrictive covenants:

1. DESCRIPTION AND PURPOSE:

Lot 1, CSM No. 4694, filed October 31, 2003 in Volume 26 on page 4694, Document No. 1584868, Town of Buchanan, Outagamie County, Wisconsin has a mailing address and is commonly described as W3204 Westowne Court, Appleton, Wisconsin; and

Lot 2, CSM No. 4694, filed October 31, 2003 in Volume 26 on page 4694, Document No. 1584868, Town of Buchanan, Outagamie County has a mailing address and is commonly described as W3206 Westowne Court, Appleton, Wisconsin.

Both Lots are subject to the Town of Buchanan's zero lot line ordinance.

2. **USE:** The owner of each Lot shall have an exclusive right to own, occupy and modify his/her Lot and improvements in any manner not inconsistent with these restrictions.
3. **COMMON WALL:** Each residence shall run to the middle of the common firewall. All electrical or plumbing in the common wall between the residences shall be the responsibility of the owner served by the electrical or plumbing improvements.
4. **RESIDENTIAL USE:** All improvements to the Lots shall be used only for residential purposes. Commercial activity is permitted only to the extent that such commercial activity is permitted in residences as permitted under the Town of Buchanan ordinances.
5. **ALTERATIONS:** No alterations of any kind to the exterior elements of the residences

or changes of a permanent or semi-permanent nature to the lot areas may be made without the mutual agreement of the owners of both residences. Each owner shall be allowed to construct concrete patios or other improvements provided that such improvements shall not interfere with the aesthetics or quiet enjoyment of the other owner. The owners may not, without written consent of all owners, alter the color of any part of the exterior of the building including roof, siding and window frames.

6. **MAINTENANCE:** The owners of each residence shall be responsible for the repair, maintenance or replacement of their individual residences. Any repair, maintenance or replacement shall be done promptly so as not to decrease the value of the individual residences. Each residence is to be kept in good repair, including the maintenance of the lawn and landscaping.
7. **DESTRUCTION AND RECONSTRUCTION:** If because of fire, casualty or other disaster, it shall become necessary to make a decision with respect to reconstruction or repair of the residences, the owners shall determine, by written agreement, whether to rebuild, restore or sell the residences. If damage is only to one residence and such damage does not affect the other residence, the damaged residence shall be repaired and replaced by the owner of the damaged residence within ninety (90) days of the date of the damage or destruction.
8. **PETS:** No owner shall keep more than one pet on the premises. No pet shall be left outside the residences unless it is leashed, tethered or attended. No reptiles may be kept on the premises. No doghouses, dog kennels, dog runs, or outside housing for animals shall be allowed unless mutually agreed to in writing.
9. **STORAGE:** No trailers, boats, snowmobiles or recreational vehicles, unlicensed cars, junk cars or vehicles, or unsightly material shall be stored on the premises unless stored in the garage.
10. **OUT BUILDINGS:** Any outbuildings shall conform with the aesthetic style of the residences and no more than one outbuilding may be constructed on each Lot.
11. **FENCES:** No fence shall be erected on any Lot unless the fencing is wooden or metal coated with black or green vinyl and conforms with the aesthetic style of the residences.
12. **ANTENNAS/SATELLITE DISH:** No antenna (except for a standard small television antenna or 30" satellite dish or smaller) shall be erected or placed on any Lot.
13. **INSURANCE:** Each owner is responsible to separately obtain adequate insurance for his/her residence for both property and personal liability. The owners may by written agreement decide to have a blanket fire and liability policy.
14. **EASEMENTS:** To the extent necessary, each owner grants to the other owner easements to allow the appropriate repairs or maintenance of each Lot or residence.

15. **CONVEYANCES:** Any residence may be sold or leased by the individual owners as provided herein.
16. **FIRST REFUSAL:** An owner shall not, at anytime sell or contract to sell, his/her Lot, whether by operation of law or otherwise, without first complying with the provisions set forth herein. The owner of any Lot shall have the right of first refusal regarding the purchase of the other Lot. The owner of any Lot desiring to sell shall provide written notice of the terms of any written offer, together with the name and address of the proposed purchaser to the owner of the other Lot. This right of first refusal shall be exercised, in writing, within ten (10) days of such notification by providing an identical offer to purchase to the owner desiring to sell. If such an offer is not provided in writing within this ten (10) day period as to the offer to purchase the right of first refusal is waived.
17. **APPROVING AUTHORITIES:** The Town of Buchanan and any other approving authorities shall not be held responsible for the enforcement of these restrictions.
18. **CONTROL:** Control over the exterior improvements on the Lots shall be by unanimous written consent of all owners of the Lots. If unanimous consent cannot be reached, the owners agree to accept the decision of a neutral mediator. Cost for such mediation shall be shared equally by the individual owners. Each Lot shall be considered to be equal to the other for terms of decisions concerning these restrictive covenants.
19. **AMENDMENT:** These restrictive covenants may be amended by unanimous, written consent in recordable form of the owners of both Lots.
20. **ACCEPTANCE OF COVENANTS:** The acceptance of a deed or conveyance or entering into occupancy as an owner or tenant of any Lot shall constitute the acceptance of the provisions of these restrictive covenants as well as any other restrictions which the owners have agreed to in writing.
21. **BINDING EFFECT:** These restrictions are binding on the owners, purchasers, heirs, successors and assigns of all owners of the Lots described herein.
22. **CAPTIONS:** The captions and section headings herein are inserted only as a matter of convenience and for reference, and in no way defines or limits the scope or intent of the various provisions herein.
23. **SEVERABILITY:** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

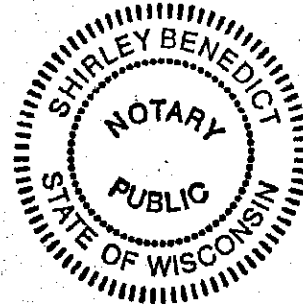
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IN WITNESS WHEREOF, We have set our hand and seal this 31st day of November, 2003.

Gary S. Evers
Gary S. Evers

Debra R. Evers
Debra R. Evers

STATE OF WISCONSIN)
) SS
COUNTY OF OUTAGAMIE)



Personally came before me this 31st day of November, 2003, the above named Gary S. Evers and Debra R. Evers to me known to be the person who executed the forgoing instrument and acknowledged the same.

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Shirley Benedict
My commission expires 10/15/06

Janice Flenz
Janice Flenz, Register of Deeds

pd
13.00

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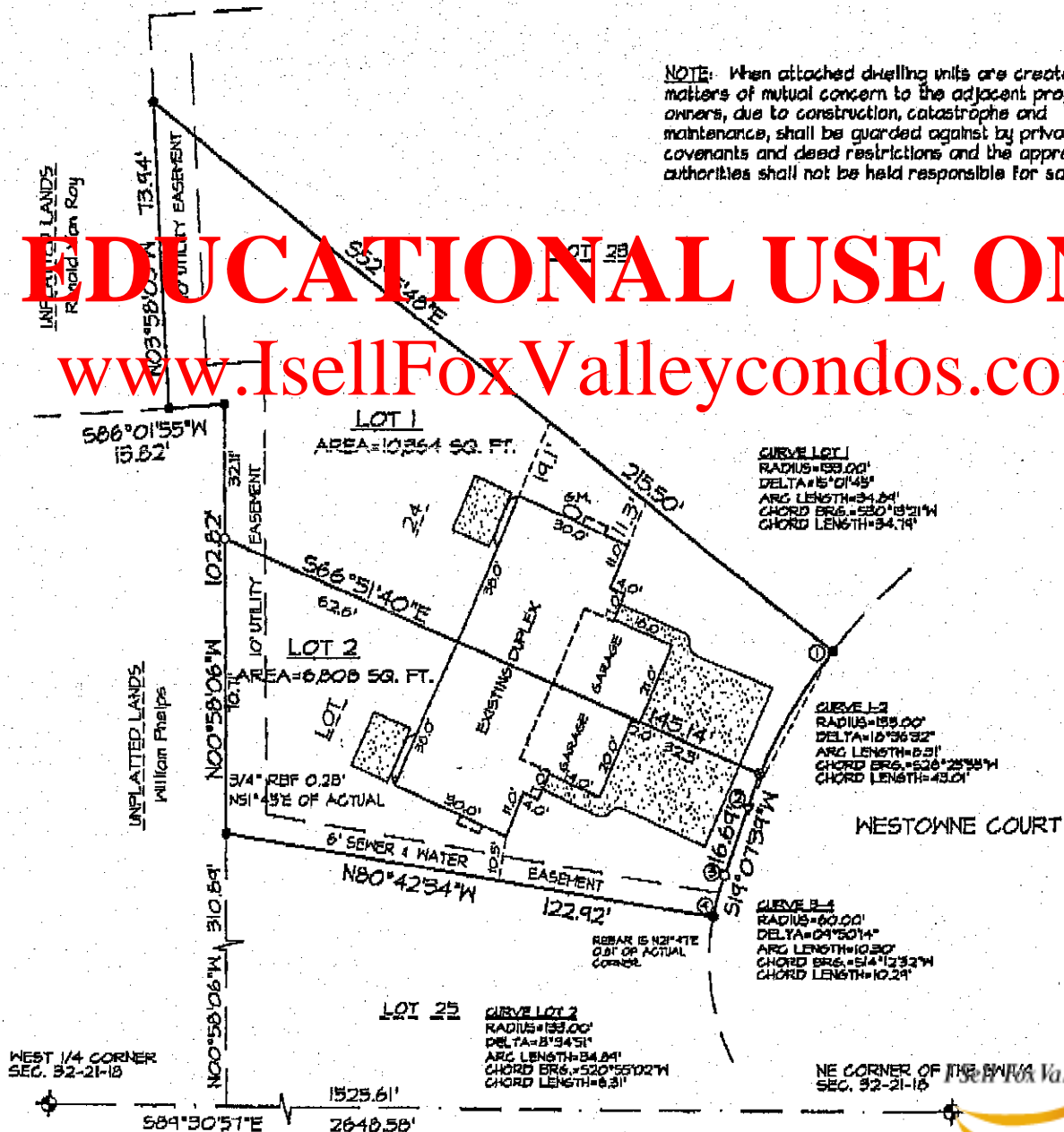
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That this map is a correct representation of the exterior boundary lines of the land surveyed.

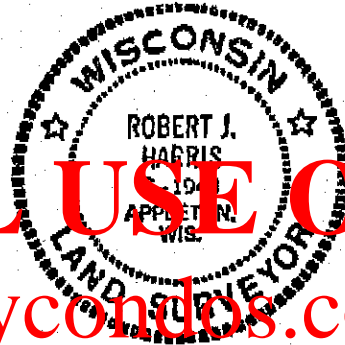
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10-30-03

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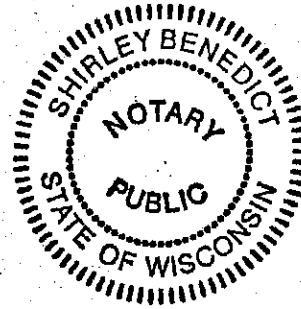
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IN WITNESS WHEREOF, We have set our hand and seal this 3rd day of November, 2003.

Gary S. Evers
Gary S. Evers

Debra R. Evers
Debra R. Evers



STATE OF WISCONSIN)
) SS
COUNTY OF OUTAGAMIE)

Personally came before me this 3rd day of November, 2003, the above named Gary S. Evers and Debra R. Evers to me known to be the person who executed the forgoing instrument and acknowledged the same.

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Shirley Benedict
www.IsellFoxValleycondos.com

My commission expires 12/15/06