

AMENDED DECLARATION

Document Number

Document Title

DECLARANT: PARIS, LLC

Legal Description: Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20 and 21, according to the recorded Plat of Bower Creek Estates South, In the Village of Bellevue, Brown County, Wisconsin.

2415000

CATHY WILLIQUETTE  
BROWN COUNTY RECORDER  
GREEN BAY, WI

RECORDED ON  
04/20/2009 09:17:12AM

REC FEE: 17.00  
TRANS FEE:  
EXEMPT #  
PAGES: 4

Recording Area

Name and Return Address

Lexington Homes, Inc.  
1300 N. Kimps Court  
Green Bay, WI 54313



B-2343, B-2344, B-2345, B-2346, B-

Parcel Identification Number (PIN)  
2347, B-2348, B-2349, B-2350, B-  
2351, B-2353, B-2354, B-2355, B-  
2356, B-2357, B-2358

This information must be completed by submitter. document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 69.43(2m). WROA HB Rev. 1/8/2004

AMENDED  
DECLARATION OF RESTRICTIVE COVENANTS  
*Bower Creek Estates South*  
VILLAGE OF BELLEVUE

1. No building erected elsewhere shall be moved onto any lot or lots.
2. No temporary structures (including, without exclusion of others, trailers, basement without residence above, tent, shack, garage, or barns of any kind) will be permitted for dwelling purposes.
3. No permanent exterior storage of boats, motor homes, trailers, campers, RV's, or recreational vehicles of any kind permitted on lots within this subdivision.
4. Lots shall be used for the purpose of single family residence only. All homes shall have a roof pitch or not less than 6/12. All ranches to have a minimum of 1/3 masonry front. A two-stall garage minimum. Ranch homes shall be a minimum of 1600 sq. ft. and 2-story homes shall have a minimum square foot area of 1900 sq. ft.
5. Every house shall have a foundation below frost line.
6. No residence shall be erected in the plat until the final plans and site plans used for each building have been approved in writing by the proprietors of this plat, or by such person or persons as they may delegate, provided, however, that when a residence is completed it shall be conclusively presumed that this covenant has been complied with. Buyer to provide two (2) full size copies of house plans.
7. No fence shall be erected upon any lot in the plat without the prior express written approval of the plat Developer for so long as the Developer holds title to any lot within the Plat and, thereafter, by a majority of the owner of the lots within the Plat.
8. No lot owner shall block, dam, or otherwise obstruct the flow of surface water drainage so as to cause such water to back-up onto the lot of another property owner or so as to restrict the use or enjoyment of any other lot by any other lot owner. Each lot owner is responsible for maintaining established grade.
9. All dwellings shall be completed within one year after the beginning of construction and every structure must have a permanent finish on the exterior within six (6) months after the start of construction.
10. The land occupied by public utility easements of the lots shall not be graded in such a manner as to interfere with drainage of storm water.
11. No horse, cattle, swine, sheep, goats or live poultry of any kind shall be kept on any lot in this plat.
12. Satellite dishes less than 26" diameter, mounted on the principal structure, and not visible from the street shall be permitted. All other TV antennas must be contained within the home and not mounted to the roof.

13. Driveways to be of concrete or brick pavers. Asphalt is allowed on driveway that faces Bower Creek Road. Driveways must be connected to paved road (no gravel between driveway and road). The driveway apron shall be in compliance with the Village Code (concrete material in the right of way).
14. These covenants are enforceable by the proprietors of the plat and/or the owner of any lot in the subdivision by injunctive relief as well as any and every other legal right. If any lot owner or person(s) in possession of any lot or dwelling on any lot within the subdivision shall violate or attempt to violate any of these covenants, it shall be lawful for any other person(s) owning any lot or occupying any dwelling in the subdivision to prosecute and/or commence proceedings at law or in equity against the person(s) violating or attempting to violate any such covenants, either to prevent such person(s) from doing so or to recover damages for such violation or to restrain such violation.
15. All decisions of the developer shall be enforceable against any lot owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this declaration. Any lot owner or other person seeking to avoid, set aside or challenge any such decision of the developer shall have the burden of proof to establish that such standards were not met at the time the decision was made.
16. The covenants and restrictions herein contained shall be in effect for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of (10) years, unless an instrument terminating or reducing this term shall be executed and recorded in the office of the Register of Deeds for Brown County.
17. Variations in any of these covenants may be permitted by the developer where he is reasonably satisfied that such variations will be pleasing and generally in keeping with the character of surrounding properties and will not be a detriment to the subdivision as a whole. After the developer no longer owns any lot in the subdivision, requests for variations may be submitted to such review committee(s) as may be convened from among the property owners within the subdivision for consideration and approval or rejection.
18. The following shall be enforced by the Village of Bellevue. The land on all side lot lines containing drainage easements and all rear lot lines shall be graded at the time of initial plat development by the developer and/or agents according to the Village and WDNR approved Stormwater Management Plan in conformance with the requirements of the Village of Bellevue Stormwater Utility. Individual lot owners and/or their agents shall not change the Village approved and established lot grades.
19. The following shall be the sole responsibility of the abutting property owners. All side and rear lot lines not governed by the Village of Bellevue Stormwater Utility shall be graded and maintained in cooperation with abutting property owners, so as to neither impede the flow of stormwater, nor negatively impact abutting property, while functioning in harmony with the established Village and WDNR approved Stormwater Management Plan.

PARIS, LLC

*Martin R. Brice*

Martin R. Brice; Member

Dated this 2 day of April, 2009

State of Wisconsin )  
  )SS.  
Brown County         )

Personally came before me this 2nd of April, 2009, the above named MARTIN R. BRICE, to me known to be the persons who executed the foregoing instruments and acknowledged the same.

*Michelle L. Stimpson*  
MICHELLE L. STIMPSON  
Notary Public, State of Wisconsin

My commission Expires: 4-29-2012

This document was drafted by:  
Martin R. Brice  
1986 Kettle Creek Dr.  
DePere, WI 54115

