



CJF
Real Estates

Fochs Trail First Addition



LOT NO.	LOT FRONTAGE AT RIGHT OF WAY	LOT FRONTAGE AT BUILDING SETBACK	SELLING PRICE		
8	176.26'	174.67'	\$28,400		
9	110.54'	110.54'			
10	113.03'	113.03'	\$20,200		
11	130.96'	113.65'	129.80'	\$25,900	
12	90.46'	93.44'			
13	100.19'	103.32'			
14	100.13'	105.88'			
15	152.17'	154.83'	130.67'	\$21,900	
16	165.57'	152.74'		\$21,600	
17	120.44'	150.31'	96.98'	125.25'	\$21,300
18	91.44'	103.53'			
19	103.99'	103.76'			
20	102.50'	102.50'			
21	137.32'	128.54'		\$17,600	
22	118.94'	143.25'	101.38'	102.43'	\$20,300
23	±175.66'	110.36'	±73.64'	89.45'	
24	90.23'	93.32'			
25	90.22'	92.14'			

Please call Charlie Fochs at
920-875-0315 or
e-mail at cfochs2@new.rr.com

Click here for
[Restrictive Covenants.](#)

Fochs Trail First Addition Restrictive Covenants

Document Number

CJF Estates, LLC, owner and developer of real estate located in the Village of Hilbert, Calumet County, Wisconsin, said property being described as Fochs Trail First Addition, the plat being recorded on _____, 2005, in Plat Cabinet _____, Slide _____, as Document No. _____, does hereby make the following declarations as to limitations, restrictions and uses to which lots located in such subdivision may be put so as to preserve and protect the desirability, uniformity, beauty and value of all land in said subdivision for the benefit of all the owners thereof, their heirs, successors and assigns.

NOW, THEREFORE, IT IS DECLARED THAT LOTS 8-25 LOCATED IN THE ABOVE REFERRED TO SUBDIVISION ARE HEREBY MADE SUBJECT TO THE FOLLOWING COVENANTS AND RESTRICTIONS WHICH SHALL BE CONSTRUED AS RUNNING WITH THE LAND:

1. **Purpose.** The purpose of these covenants and restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to preserve the aesthetic quality of the subdivision, and thereby to secure each lot owner the full benefit and enjoyment of his/her home.
2. **Property.** Lots 8 through 25 contained in the Plat of Fochs Trail First Addition shall be subject to these covenants and restrictions.
3. **Dwellings.** All dwellings must comply with the Uniform Dwelling Code (UDC). No modular homes, mobile homes, prefabricated homes or panelized homes shall be permitted in Fochs Trail First Addition.
4. **Temporary Structure.** No temporary structures of any kind shall be used for dwelling purposes.
5. **Construction and Completion of Dwellings.** The construction of a dwelling on a lot shall commence within 5 years from the date that the lot is conveyed by the developer to the purchaser thereof unless extended in writing by the developer. All dwellings must be completed within eighteen months of the initiation of construction and every structure shall have a permanent finish on the exterior within one year after the initiation of construction. Landscaping must be complete within six months after completion of construction.
6. **Garage.** All dwellings shall have a minimum of a two car garage with a concrete foundation below the frost line. The garage shall be attached to the dwelling. A concrete driveway must be installed and completed within two years after initiation of construction of the dwelling.
7. **Sump Pumps.** All sump pumps installed in any building in Lots 8-25 of Fochs Trail First Addition shall comply with the following:
 - (a) The sump pumps for Lots 8-11 shall be connected to the storm sewer located to the rear of the lot or shall be discharged on the west side of the dwellings.

This Space is Reserved for Recording Date

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Tax Parcel Number

- (b) The sump pumps for Lots 12-14 shall be connected to the storm sewer located at the front of the lot.
- (c) The sump pump for Lot 15 shall be connected to the storm sewer located on the south and west sides of the lot.
- (d) The sump pump for Lot 16 shall be connected to the storm sewer located on the north side of the lot.
- (e) The sump pump for Lot 17 shall be connected to the storm sewer located on the southeast corner of the lot.
- (f) The sump pump for Lots 18-21 shall be connected to the storm sewer located to the rear of the lot.
- (g) The sump pump for Lot 22 shall be connected to the storm sewer located on the north and east sides of the lot.
- (h) The sump pump for Lot 23 shall be connected to the storm sewer located on the northeast corner of the lot.
- (i) The sump pump for Lot 24 shall discharge to the creek located on the south side of the lot.
- (j) The sump pump for Lot 25 shall discharge to the pond located on the west side of the lot.
- (k) No sump pump shall discharge to any other location than as described above. Under no circumstance shall any sump pump drain to any street. All connections to the storm sewer shall first be inspected and approved by the building inspector or the Village of Hilbert Department of Public Works.

8. **Minimum Size of Dwelling.** All dwellings to be constructed on Lots 8-25 in the Fochs Trail First Addition (exclusive of open porches, breezeways and garages) shall not be less than:

DWELLING TYPE	MINIMUM SIZE
One story above grade.....	1400 square feet
Story and 1/2 above grade.....	1700 square feet total
and two story above grade.....	500 square feet (2nd floor minimum)

For these purposes, a raised or bi-level dwelling's upper most level must be a minimum of 1400 square feet. Tri and Quad level homes must be a minimum of 1700 square feet living area.

- 9. **Exterior Finish of Dwelling.** A minimum of 25% of the front exterior finish of all dwellings shall be consist of masonry.
- 10. **Lot.** No lot shall be re-subdivided to create any lot which is smaller than the original lots. No more than one dwelling shall be permitted on each lot.
- 11. **Set Backs.** The set back for front yard, side yard and rear yard for each dwelling house shall be in accordance with the ordinance of the Village of Hilbert, Wisconsin.

12. **Basement Walls.** The top of the foundation for all dwellings shall be set in conformance with the developer's overall site grading and erosion control plan.
13. **Utility Building.** One utility building (with finished siding same as the house) shall be permitted for the storage of material and equipment incidental and related to the principal residential use. Said structure shall not exceed 144 square feet and shall be placed 25 feet from the rear lot line but no more than 50 feet from rear lot line and at least 25 feet from either side lot line. With regard to Lots 23-25 only, no utility building may be placed within the meander area shown on the subdivision map.
14. **Animals.** No horse, cow, hog, swine, goat, or other similar animal or livestock or poultry shall be kept or maintained on any lot and no more than two household pets may be kept. No animal may be stabled, maintained, kept, or boarded for hire or fee. No animal breeding or kennel operations are allowed.
15. **Excess Ground.** All excess ground fill resulting from basement excavation or landscaping shall not be hauled out of the subdivision without the prior approval from the developer. All excess ground shall first be offered to the developer at no cost for use as fill within the subdivision. Owner shall be responsible for the cost hauling. If the developer declines the excess ground, then such excess ground shall be removed from the building site at the owner's expense.
16. **Drainage.** No lot shall be so graded as to interfere with the normal flows of drainage water of adjacent lots and permanent lawns. The grading of all lots shall conform with the grading plan for the subdivision. The approval of the Review Committee is required before completing the final grading of a lot.
17. **Enforcement.** The developer as well as any owner of Lots 8-25 in Fochs Trail First Addition may prosecute proceedings at law or in equity for the purpose of enforcing these covenants and to recover damages for such violation or to restrain the violation.
18. **Severability.** Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
19. **Driveways.** No lot shall have more than one driveway. Driveways and driveway approaches shall comply with all Village ordinances.
20. **Review Committee.** The Review Committee ("Committee") shall initially consist of one member: CJF Estates, LLC.
 - (a) No dwelling, building structure or improvement of any type or kind shall be constructed or placed on Lots 8-25 in the subdivision without the prior approval of the Committee. Such approval shall be obtained only after application has been made to the Committee by the owner of the lot requesting authorization from the Committee. Such application shall be made in the manner and form prescribed by the Committee.
 - (b) The Committee may refuse to grant permission to construct, place or make the requested improvement when:
 - (1) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these covenants; or
 - (2) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures; or

- (3) The proposed improvement, or any part thereof, would in the opinion of the Committee be contrary to the interests, welfare and rights of all or any part of other owners.

The Committee may allow reasonable variances or adjustments of these covenants, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these covenants as determined by the Committee.

- (c) The Review Committee will provide an application form for lot owners to use to request permission to build improvements. The owners shall complete and submit the application form to the developer before construction of any dwelling, building structure or improvement. The Committee shall approve and disapprove all applications of lot owners for permission to build improvements. If approval is given, the Review Committee will provide verification of such approval to the owner. Such written approval from the Review Committee will provide verification of such approval to the owner. Such written approval from the Review Committee must be obtained before the construction of any dwellings, building structure or improvement may begin.
- (d) Neither the Committee nor the developer shall be liable for any damages suffered or claimed by any lot owner or contractor on account of:
 - (1) Any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions;
 - (2) Any structural or other defects in any work done according to such plans and specifications;
 - (3) The approval or disapproval of any plans, drawings, specifications, whether or not defective;
 - (4) The construction or performance of any work, whether or not pursuant to approval plans, drawings or specifications; and
 - (5) The development of any property within the subdivision.
- (e) The Committee may inspect work being performed with its permission to assure compliance of these covenants and applicable regulations.
- (f) In the event that CJF Estates, LLC resigns from the Committee, then a majority of the remaining lot owners may designate members to serve on the Committee.
- (g) The Committee shall not be liable in damages to anyone submitting plans and specifications for approval, or to any owner, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any such plans and specifications. Every person, corporation, partnership or organization who submits plans and specifications to the Committee for approval agrees, by such act, and every owner agrees by acquiring title to any lot that it will not bring any action, proceeding or suit against the Committee or any member thereof to recover any such damages. The Committee's approval thereof of any plans or any consents required pursuant hereto or otherwise are given solely to protect and preserve the appearance of the subdivision, and shall not be deemed a warranty, representation or covenant that such buildings, plans or other improvements or other action taken pursuant thereto or in reliance thereon complies with, or is not in violation of, any applicable laws, rules or regulations or any standard of due care.

21. **Binding Effect.** These restrictive covenants shall be binding upon all of the owners or future owners of Lots 8-25 within Fochs Trail First Addition. The acceptance of a deed by any purchaser of Lots 8-25 is deemed to be an agreement by that purchaser to observe and abide by all the covenants set forth herein.

Dated this _____ day of June, 2005.

CJF Estates, LLC

By: _____
Charles A. Fochs, Member

ACKNOWLEDGEMENT

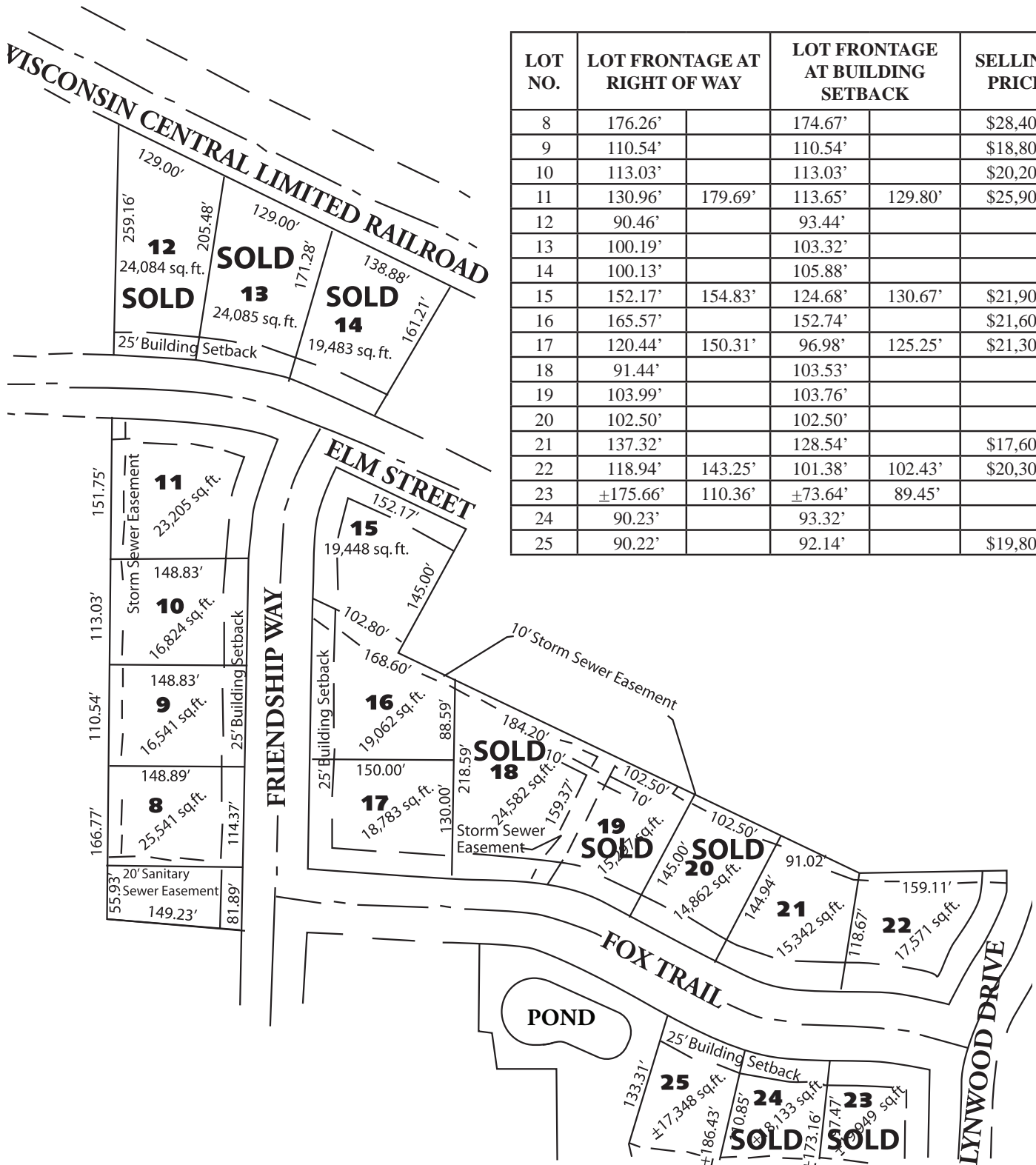
STATE OF WISCONSIN)
)SS
COUNTY OF CALUMENT)

Personally came before me this _____ day of June, 2005, the above named, Charles A. Fochs, Member of CJF Estates, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Calument County, WI
My Commission Expires: _____

The Instrument Was Drafted
by Attorney Andrew J. King.

Fochs Trail First Addition Village of Hilbert



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