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Document Number

Restrictions and Covenants

GREEN RIDGE TERRACE SUBDIVISION

WHEREAS, the owner contemplates the sale and transfer of various parcels and lots in the following described real estate situated in Outagamie County, Wisconsin, to wit:

Lots 1 through 100, inclusive are designated as; **GREEN RIDGE TERRACE SUBDIVISION**, located in the Town of Greenville, Outagamie County, Wisconsin.

AND WHEREAS, such owner believes it is advisable to establish protective covenants and restrictions which will preserve and protect the desirability, beauty and value of the above described property for the benefit of all the owners thereof and their heirs, personal representatives, successors and assigns.

NOW THEREFORE, in consideration of the aforementioned purposes, it is agreed that the following protective covenants and restrictions are established and binding upon the above described property.

1. **PURPOSE.** The purpose of these 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 maintain the desired tone of the community, and thereby, to insure to each site owner the full benefit and enjoyment of his /her home, with no greater restriction on the free and undisturbed use of the site than is necessary to insure the same advantages to the other site owners.
2. **LAND USE AND BUILDINGS.** All lots will be used for *SINGLE FAMILY* dwellings only. Lots 62 through 66, inclusive, shall have only ranch homes, with a roof pitch less than 12/12. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling not to exceed two and one-half (2 1/2) stories in height and a private attached garage for not more than four (4) cars wide. Roof pitch on each dwelling will be a minimum of 7/12 pitch. No three (3) story house shall be allowed. The maximum height for dwelling, not including basement level, is thirty-five (35) feet. Driveways must be paved within eighteen (18) months of occupancy. Each lot owner, as a part of the post-home construction, is responsible to bring his/her lot into full compliance with the approved subdivision drainage plan. Sump pumps shall drain to the storm sewer.
3. **NUISANCES.** No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
4. **MINIMUM SQUARE FOOTAGE REQUIREMENTS.**
 - A. Single Story Residences shall contain a minimum of 2,000 square feet of living space, excluding breeze way and attached garage. Corner lot homes, shall have a minimum of 1,750 square feet, excluding breeze way and attached garage.
 - B. One and one-half (1 1/2) Story Residences shall contain a total minimum living space of 2,300 square feet, excluding breeze way and attached garage. Corner lot homes, shall have a minimum of 2,100 square feet, excluding breeze way and attached garage.
 - C. Two (2) Story or Two one-half (2 1/2) Story Residences shall contain no less than 1,300 square feet of living space on the ground floor, excluding breeze way, porch, sun room, and attached garage. Square footage of all floors shall contain a total minimum of living space of 2,500 square feet.

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

AUG 12 2004

AT 7 O'CLOCK A.M. P.M.
JANICE FLENZ
REGISTER OF DEEDS

RECORDING DATA

Return to:

Green Ridge Development, LLC
N 319 Breezewood Drive
Appleton WI 54915

pd
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- D. Split-levels, tri-levels, quad-levels shall contain no less than a total minimum of 2,400 square feet of living space, excluding breeze way, porch, sun room and attached garage.
- E. Raised ranches, earth homes, geodesic domes, log homes, and manufactured homes are *not allowed* to be constructed nor moved onto any lot.
- F. All exposed concrete on porches, below porch slab, must have brick or stone veneer face. A minimum of 75% of the front facade of the home must be brick or stone. The remainder of the exposed front facade, no more than 25%, must be decorative material or decorative siding. Any deviation, must have permission from the developer and is subject to review by the Architectural Review Committee.
5. **SET BACKS.** All lots have building set back of a minimum of thirty-five (35), except lots 4, 21, 22, 23, 24, 31, 32, 33, 39, 40, 41, and 88 which have a minimum of thirty (30) feet from the street right-of-way line and must have minimum side yards of fifteen (15) feet except lots 42 thru 57 which must have minimum side yards of 20 feet. Lots 41 through 57, inclusive, *must submit* a site plan to the Town of Greenville for approval of the tree-cutting limits.
6. **SIGNS AND ANTENNAE.** No sign or antenna, including earth stations (satellite dishes) shall be displayed or exposed to the public view, except as follows:
1. One professional sign of not more than four (4) square foot
 2. One sign of not more than five (5) square feet advertising the property for sale or rent
 3. One sign of not more than ten (10) square feet, used by the builder to advertise the property during the construction and sales period, except that the Developer may utilize signs of any size for advertising properties in said subdivision for sale.
 4. No antennae may extend more than five (5) feet above the roof line.
 5. No solar panels can be visible from the front yard.
 6. Satellite dishes, of no more than three (3) feet in diameter and attached directly to the dwelling, are allowed.
7. **GARAGE SIZE.** A ~~minimum~~^{maximum} of four (4) car wide garage is allowed. No more than three (3) garage doors are allowed to face the roadway. The garage may be as deep as needed.
8. **BASEMENT and GARAGE CONCRETE.** All homes shall have basements or footings extending a minimum of four (4) feet below grade and all garages shall have standard concrete/masonry footings and flooring or spancrete beams.
9. **USED BUILDINGS.** No used buildings shall be moved onto any lot.
10. **COMPLETION.** All homes and garages shall be completed before home is occupied, except for the interior of the lower level of ranches, split-levels, and quad-levels.
11. **HEIGHT.** No dwelling shall exceed two and one-half (2 ½) stories in height above the finished grade level.
12. **INGRESS/EGRESS EASEMENT to the DETENTION POND.** Those lots including an ingress/egress easement to the detention pond, shall be maintained in Bluegrass lawn. No additional landscape nor structures are allowed in the easement.
13. **TEMPORARY STRUCTURE.** No structure of a temporary nature, trailer, tent, shack, barn or similar structure shall be permitted on any lot, either temporarily or permanently. No structure, other than a fully completed residence, shall be occupied.

14. **EASEMENTS.** Easements for the installation and maintenance of utilities and drainage facilities are reserved with the dedicated roadways, drainage and areas as designated on the recorded plat.
- a. Field tile to be reconnected in a hydraulically efficient fashion or to storm sewer, if broken during construction.
 - b. Lots within this Plat shall be subject to assessments on an annual basis for operation and maintenance of conservancy, detention pond area, and street lights. The purchase of any lot constitutes a waiver of objection and an agreement to pay said annual assessments, which shall be placed upon the annual tax bill as a special assessment.
 - c. Benchmarks to be provided on each hydrant. See Master Grading Plan for specifications.
 - d. The Department of Transportation has granted a special exception to Trans 233 to reduce the setback to 83' from the centerline of S.T.H 76.
 - e. Ingress/Egress easements, shown on this Plat, are for the Town of Greenville for detention pond maintenance.
 - f. A site plan for tree cutting limits shall be submitted to the Town of Greenville for lots 41 thru 57. Rear tree cutting limits are advisory and may be changed by the Town of Greenville staff. Only minimum tree cutting is to be allowed around each home. *There is to be no clear-cutting of wooded areas.*
 - g. All grading and final grades, for the construction of any public or private improvements, shall conform to surface water drainage plan as approved by the Town of Greenville Board. The Town of Greenville has a Drainage Plan on file for each lot.
15. **STORM WATER DETENTION and DRAINAGE EASEMENT RESTRICTIONS.**
- a. *Prohibited Uses and Structures:* The following uses and structures are prohibited within all detention pond and drainage easements: filling, grading, excavating, except for the construction and maintenance of drainage ways or drainage facilities; the cultivation of crops, fruits, or vegetables; the dumping of ashes, waste, compost or any other garden, lawn or domestic waste; the storage of vehicles, equipment, material or personal property of any kind; constructing, erecting or moving any building or structure, including fences, within the detention pond drainage easement.
 - b. *Maintenance of Drainage Improvements:* Maintenance of drainage ways and associated drainage improvements shall be the responsibility of the Town of Greenville. Outagamie County and the Town of Greenville retain the right to perform maintenance or repairs. The cost of the maintenance and repairs shall be equally assessed among the property owners of the Subdivision. The purchase of any lot constitutes a waiver of objection and an agreement to pay any such assessment, which shall be placed on the tax bill as a special assessment.
 - c. *Maintenance Agreement:* Outagamie County and the Town of Greenville shall have an unqualified right to enter upon any drainage easement for inspection and, if necessary, maintenance and repair of the drainage ways and associated drainage improvements.
16. **TRASH.** All trash and waste shall be kept in sanitary containers. Each lot owner is required to perform maintenance and upkeep of their lot. No trash, waste, brush, weeds or long grass is permitted. Seller is not liable for any unauthorized dumping of lawn clippings, dirt, brush or other materials deposited on lot or in drainage way after closing. The lot owner is required to perform all necessary maintenance and upkeep of the lot prior to construction, including keeping the lot free of trash, waste, brush, weeds, and long grass. At all times during construction, the site shall be maintained to developer's reasonable satisfaction in a neat and orderly manner. Construction debris shall be contained at all times in some manner as will prevent such material from blowing unto neighboring properties and/or streets.

17. **MINIMUM AND MAXIMUM GRADES.** Finished grade at building wall facing the street shall be not more than two (2) feet or less than one (1) foot above the elevation of the center line of the street at the center of the lot, with the exception of handicap-access homes, which shall not exceed 38 inches above the elevation of the center line of the street at the center of the lot. On corner lots, or lots where constructed home is to be lower than the road, the finished grade at the building walls facing the streets shall be not more than two (2) feet, nor less than one (1) foot above the average elevation of the center lines of the two streets at the center of the lot. If the building is placed more than seventy-five (75) feet back from the street right-of-way, grade can vary from the restrictions, but must be approved by the developers. On a lot where the grade changes more than twelve (12) inches from one street lot corner to the other, the siding on the low side of the dwelling must be dropped an amount equal to the change in grade in excess of the above referenced twelve (12) inches. (Example: If one front lot corner is 24 inches below the other front lot corner, the siding must be dropped 12 inches on the low side.) No dwelling, house, structure, lawn, landscaping, or fence may be erected on any lot in the subdivision until the proper grades have been set in accordance with the approved drainage plan for the subdivision. Grades are to be set by a licensed land surveying firm with the costs and charges of this process borne by the lot owner. No lot owner shall block, dam, or otherwise obstruct the flow of the 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. Lawn and landscaping to be completed within one year of occupancy in *strict compliance* with approved subdivision drainage plan. *Any walkout or exposed windows from lower level, must have approval of developer and Town of Greenville.*
18. **HOME EXTERIORS.** No bright green, blue, nor yellow siding shall be allowed on any residence or garage in *Green Ridge Terrace Subdivision.*
19. An Architectural Review Committee, consisting of two or more members, shall be appointed by the Owner/Developer. The Architectural Review Committee shall be charged with the power to pass approval of all plans of residences to be constructed in the Subdivision. No residences may be constructed without approval of the Architectural Review Committee. The Architectural Review Committee shall approve or deny the design and location. The external design shall be harmonious and conform to the set back lines. Variations are to be approved only where, in the opinion of the Committee, it is deemed to be harmonious and pleasing to the effect of the entire neighborhood or where variations are required by the topography of the land. Refusal or approval of plans and specification by such Committee may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Committee, shall seem sufficient. Copy of the blueprint shall be submitted to the Architectural Review Committee
20. **PETS, LIVESTOCK, AND POULTRY.** No animals, livestock, poultry, fowl, reptiles, or pigeons of any kind shall be raised, bred, or kept on any lot with the exception of a dog or cat, which shall be limited in number to a total of two (2) in any one household, or goldfish, a parakeet, or a hamster, provided that said pets are not kept, bred, nor maintained for any commercial purpose. However, nothing contained herein shall be construed to permit the keeping of any dog, cat, or other pet which shall in any way constitute a nuisance.
21. **STORAGE.** No unlicensed vehicles will be permitted on any lot unless stored within a garage. No campers, recreational vehicles, boats, trailers, garden tractors, nor lawn maintenance equipment will be permitted to be stored on any lot unless stored within a garage.
22. No contractor, expediter, nor realtor may buy two (2) lots side by side, unless house plans are submitted to the Developer for approval. When two (2) lots are purchased with the intent of building one home with the second lot being used for yard, the owner shall conform to the grading plan of the subdivision. The empty lot shall be graded as if residence had been constructed on it. In no case can the grade from the lot with the residence on it be projected over the empty lot creating a steep drop-off in grade at the property line of the adjoining lots owned by others.

23. During construction, no access to the building site shall be allowed over adjacent lots. If any damage is done to the adjacent lots or ditches, the owner of the residence under construction shall restore or pay Developer for the restoration of said property to its pre-damaged condition. This includes, but is not limited to, clearing of stones, debris, and dumping of concrete overrun.
24. **FENCING and SWIMMING POOLS.** Only green or black chain link fencing will be allowed as lot line dividers. Wood fencing, no more than four (4) feet in height, is allowed as long as said fence does not restrict, limit, nor interfere with view. Constructed side of fence must face the lot owner of the fence and not the lot of the adjoining neighbor. *No stockade fence construction is allowed. Board-on-Board or basketweave construction is required. No above-ground swimming pools are allowed.*
25. **DIVISION OF LOTS.** No lots shall be re-subdivided to create a larger number of lots and not more than one residence shall be erected nor constructed upon any lot. No lot can be divided nor split-off for future road or driveway.
26. **EXCESS MATERIAL.** No excess material shall be removed from the subdivision without the consent of the Developer..
27. **TERMS.** The covenants and restrictions herein contained, shall be in effect until January 1, 2024, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating or reducing the term shall be executed and recorded in accordance with the requirements and procedures set forth in the following paragraph.
28. **AMENDMENT.** The Developer shall have the right to remove, modify, annul, waive, change and/or amend, at any time and in any manner by a written declaration setting forth such amendment as long as the Developer owns any lot or parcel of the Subdivision. Once the Developer no longer owns any lot in the Subdivision, a covenant may be changed, altered, or added, if a petition, signed by a minimum of 60% of the property owners of the Subdivision, is submitted for recording.
29. **ENFORCEMENT.** Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or person violating or attempting to violate any covenant or restriction, either to restrain a violation or to recover damages, including attorney fees.
30. 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 provision 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
31. **SEVERABILITY.** Invalidation of any one of these covenants or restrictions, by judgement or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Michael H. Hagens and Carl A. Bowers, owners/developers, have hereto set their hand this 2nd day of August, 2004.

Carl A Bowers
Carl A. Bowers

Michael H. Hagens
Michael H. Hagens

David M. Schmalz
David M. Schmalz

STATE OF WISCONSIN)

SS

COUNTY OF OUTAGAMIE)

Personally came before me this 22nd day of March 2002, the above-named Michael H. Hagens, Carl A. Bowers, and David M. Schmalz, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Carol Ann Hagens

Carol Ann Hagens

Outagamie County, Wisconsin

My commission expires Sept. 4, 2005

Drafted by and Return to:
Carol Ann Hagens
Green Ridge Development, LLC
N 319 Breezewood Drive
Appleton WI 54915

