

Restrictive Covenants for Mystic Creek

The following RESTRICTIVE COVENANTS are adopted by R & F Enterprises of Green Bay LLC as Developer and owner of the parcels in Mystic Creek subdivision

LEGAL DESCRIPTION OF THE LOTS SUBJECT TO THESE RESTRICTIVE COVENANTS ARE AS FOLLOWS:

Part of Lots 67, 68, & 69 of the "William's Grant Subdivision", in the City of De Pere, Brown County, Wisconsin.... ...
Mystic Creek surveyed, platted Lots 1 – 97....

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PURPOSE: The purpose of these restrictions is to insure the use of the property for harmonious residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the preferred ambience of the community, and thereby insure each lot owner the full benefit of his or her home, with no greater restriction on the free and undisturbed use of the lot than is necessary to insure the same advantages to all lot owners.

1. Land Use and Buildings: All lots shall be used for single family residential purposes only

Private recreational and like improvements in conjunction with a single-family home such as an in-ground swimming pool, sport courts, etc. may be permitted subject to prior written approval of the Developer and subject to all covenants, restrictions, and City of De Pere ordinances and rules, and subject to City of De Pere approval if required.

No building erected elsewhere shall be moved onto any lot or lots within the plat. No temporary structures (including without exclusion of others; trailer, basement without residence above, tent, shack, garage, treehouse or barn of any kind) will be permitted within the development; for either short or long-term placement, storage, use or dwelling purposes.

2. Developer's Approval / Architectural Control:

The improvements on each Lot or any alteration thereof shall be subject to the prior approval of the Developer which has the authority to approve or reject, at developer's discretion;

the site plan,
home design and floor plan,
exterior, veneers and color,
elevation and site location of improvements

in order to preserve and protect the integrity, harmony and value of the development. Such approval may be evidenced on the blueprint itself or on a separate written instrument, signed by the Developer within 15 days of submission.

3. Plan Approval: Two (2) Complete copies of Plans (Construction Blueprint); including plan for each level of the home (above and below ground), all elevations, and site plan that includes planned foundation elevations shall be submitted to the Developer for approval prior to the start of construction.

A copy of these Restrictive Covenants shall be submitted with blueprint submissions; with lot owner and general contractors' signatures indicating receipt and acknowledgement of. One approved set will be dated, initialed and returned within 15 days, and one set shall remain on file with the Developer.

4. Start Date/Completion Date:

There is no required construction time limit between lot purchase and construction start date. Projects, once site work commences, shall be completed within one year of start. Lot owner shall be in possession of an approved and issued building permit by the City of De Pere.

Every structure shall have a permanent finished exterior within six (6) months of start. Completion of project includes the structure, the lot grading per #8. Completion hard surface driveway, and sidewalks, if required by City of De Pere. Landscaping to be completed within three (3) months of structure completion, or at the earliest time of weather permitting.

5. Minimum Requirements

Exterior:

Roof Pitch: all homes to have a minimum of

Ranch / one (1) story: 6/12 roof pitch of primary roof area

One & half (1 ½) or two (2) story: 6/12 roof pitch of primary roof area

Except of Architect providing satisfactory evidence of architectural exterior style and views are of a need and appearance to harmoniously blend with the development and Developer approval.

Veneer and Garage: all homes to have a minimum of:

two (2) stall garage, shall be attached.

All homes to have masonry on street-facing side, as a general rule, minimum 1/3 of front. except of Architect providing satisfactory evidence of architectural exterior style, views and veneers are of a need and appearance to harmoniously blend with the development and Developer approval.

All homes to have a concrete driveway.

Square Feet: Minimum Requirements; residences shall meet the following minimum requirements.

Lots 1 - 34, 55 - 57, 64 - 82, 88, 95-97

Ranch / one (1) story homes: 1,600' square feet

One & half (1 ½) and/or two (2) story homes: 1,800' square feet

Lots 35 - 54, 58 - 63, 83 - 87, 89 - 94:

Ranch / one (1) story homes: 1,800' square feet

One & half (1 ½) and/or two (2) story homes: 2,000' square feet

6. Storage or Accessory Structures:

Plans shall be approved, as above for plan approval, by developer prior to construction, and if necessary, the approval of and compliance with the City of De Pere. Shall comply with all zoning regulations and building codes of the City of De Pere and Brown County.

Exterior material and veneer to match / blend with the roof and exterior the main residence.

Shall be limited to one (1) per lot and shall not exceed 168 square feet.

7. Fences and Walls:

No chain link, or barricade type fences of any kind shall be permitted on any lot.

All fences shall be located by a professional surveyor.

Shall be approved by developer prior to start construction of fence, and comply with approval, requirements and restrictions of the City of De Pere.

Any Fence shall be maintained in orderly condition, and not interfere with any natural and/or designed drainage of the development.

Invisible type pet fencing is allowed within the confines of individual owned property, with street border restricted to home side of sidewalk setback.

8. Grade / Elevation:

All homes shall have a foundation below frostline and be placed with established top of foundation at a minimum of 24' above curb height; with reasonable adjustments for the contour of the road and existing homes. Exposed &/or walk-out lots shall not have lower-level openings below the current known high-water elevation for the area and shall provide adequate elevation to allow positive drainage from structure.

The final grade after construction of the site area and land, subject to easements, shall not be graded in such a manner as to interfere with the natural, or designed drainage of lot, adjoining lots and other areas.

The engineered and approved stormwater and drainage plan, for the entirety of Mystic Creek, shall be considered and adhered by each lot improvement site plan.

Lot owner is solely responsible for compliance.

Notice will be provided for non-compliance requiring corrective action within 45 days, after which if not completed, the Developer, at their sole discretion, may have the corrective action completed at the lot owner's expense.

9. Conservation Plan:

Mystic Creek subdivision includes areas designated ESA (Environmentally Sensitive Area). The developer adopts a common purpose of preserving these conservation areas in perpetuity enhancing the value and harmony of the development.

No healthy trees shall be removed from the ESA, nor shall fills, materials, structures of any type be removed from or placed in the ESA. Any modification of the ESA areas such as clearing of any vegetation requires prior approval of Developer, and/or authorizing government entity.

Lots 4 - 8, 10 - 18 include ESA wetland areas to the rear of the lots, and may require additional permit of WDNR, Army Corps of Engineers, Brown County Planning Commission, and/or Brown County Zoning Administration (see Mystic Creek recorded plat).

10. Suitability of Soil:

During the development construction process, soil(s) have been moved onto & off, and across the lots. Developer makes no representation of warranty express or implied, soil or subsoil conditions. Developer recommends prospective buyers at buyer expense, have soil and subsoils inspected and/or tested by a qualified professional.

11. Fill and Topsoil:

Excess stockpiles of topsoil and/or fills located on any lot remain the property of the developer. These excess soils shall not be part of the sale of any individual lot upon which they are located, unless expressly stated within a Purchase Agreement between the Developer and purchaser. Any excess fills or soils for the purpose of Lot Owners' individual construction, to be provided or removed, shall be the responsibility of the Lot Owner.

12. Lot Stakes / Corner Markers:

Survey Stakes (metal pipes in the ground) distinguish every lot corner. Lot owner is solely responsible for prior locating of survey stakes/corner markers for site/structure placement either through their general contractor and/or professional surveyor. Lot owners shall be solely responsible for maintaining survey markers.

The structure shall be placed within the required limits of the plat, and the requirements of the City of De Pere based on approved site plans and setbacks. These corner survey stakes / markers shall not be tampered, moved or removed during construction. A disturbance of a recorded survey stake is a violation of section 236.32 of the Wisconsin Statutes.

13. Construction Debris /Curb Cuts:

Lot owner, in accordance with ordinances of the City of De Pere, shall properly store and dispose of all debris through construction, including curb cuts. No debris, material, concrete, etc. are permitted to remain or buried on site.

Any cost incurred by developer, if so ordered by the City of De Pere and/or failure to perform by Lot Owner, for removal of such debris shall be at the expense of the Lot Owner.

14. Maintenance of Vacant Lot:

Lot owners are responsible for the maintenance and upkeep of the lot prior, during and following of construction. Including but not limited; free of trash and debris, and cutting long grass and weeds, in addition to additional as may be required by the City of De Pere.

15. Exterior Storage:

Shall not place, store or park boats, campers, trailers, recreation vehicles or other similar type vehicles on the property for a period of longer than forty-eight (48) hours in any one (1) week. Shall not exteriorly store trailers, RVs, boats, inoperable vehicles of any kind on the property. Un-licensed and/or un-registered vehicles of any type shall not be allowed on the property.

No individual may use and/or occupy any recreational vehicle or any similar vehicle designed or used for overnight camping/residence while such vehicle is parked on the Property.

16. Pets and Animals:

Limit of four (4) pets per household, i.e., 4 dogs, 2 cats & 2 dogs, etc., unless confined indoors at all times. No exterior, outdoor animal kennels and/or shelters allowed. No horse, cattle, camel, swine, sheep, goats or live poultry of any kind shall be permitted. Type, care, control, and orders of the rules and ordinances of City of De Pere shall be adhered to at all times, including timely and proper disposal of pet waste.

17. Division of Lots:

No lot or lots may be subdivided into any lesser-sized parcel, or multiple parcels than original recorded plat and conveyance by Developer to the initial purchaser(s). No lot shall contain more than one (1) single family dwelling. Developer reserves unto itself the right to combine, subdivide, re-divide and/or divide into parcels, tracts or lots, any or all of the real property owned by Developer.

18. Joining of Lots:

Contiguous lots may be joined requiring approval of developer, and lot owner / requesting party providing surveying, other requirements of municipal and county, and municipal and county approval. All other covenants, ordinances, etc. remain.

19. Variations, Variances and/or Exceptions:

Variances of any of these covenants may be approved by the Developer, at its sole discretion, provided such variations conform and in keeping with the established harmony and character of

neighboring property and the development. The variance shall neither diminish nor detract to the development.

Following the time, the Developer no longer owns property within the development and/or has relinquished control, the then property owners may organize and/or convene to establish control and/or committees for the purpose of submission for review of, denial or approval of any design, addition, and/or variance, etc. requests.

20. Severability:

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

21. Binding Effects:

The owners of all lots agree to be bound by the Restrictive Covenants contained herein. These restrictions shall be a covenant running with the land and shall be binding upon all parties hereto, their successors, heirs, personal representatives, agents, and assigns.