

## **DECLARATION OF RESTRICTIVE COVENANTS FOR RIVERVIEW RIDGE**

**WHEREAS**, Riverview Ridge, LLC (“Developer”) contemplates the sale and transfer of certain real estate it owns in the Village of Combined Locks, Outagamie County, Wisconsin, said real estate being platted as **RIVERVIEW RIDGE**, and being comprised of Lots 1 through 10, said lands being hereinafter referred to as the “Subdivision.”

**AND WHEREAS**, Developer believes it is advisable to establish protective conditions, covenants and restrictions (hereinafter “Covenants”) which will preserve and protect the desirability, beauty and value of the Subdivision for the benefit of all owners thereof and their heirs, personal representatives, successors and assigns.

**AND WHEREAS**, this Declaration will carry out the aforesaid purposes and will ensure each owner of property in the Subdivision of the continuance of these standards.

**NOW THEREFORE**, in consideration of the aforementioned purposes, it is agreed that the following Covenants are established and binding upon each owner of a lot in the Subdivision, and shall apply to and bind the successors in interest and any owner thereof.

1) **Purpose**. This Declaration is set forth to ensure:

- the use of the property within the Subdivision for residential purposes only,
- nuisances are prevented,
- impairment of the attractiveness of the property is prevented,
- each lot owner the full benefit and enjoyment of their lot and home, with no greater restriction on the free and undisturbed use thereof than is necessary to ensure the same advantages to all of the other lot and home owners,
- that the Subdivision will become and remain an attractive development,
- the best use and most appropriate development and improvement of each building site to protect owners of building sites against use of surrounding building sites in such a manner as will detract from the residential value of the property,
- against the erection on building sites of poorly designed or proportioned structures,
- harmonious use of material and color schemes,
- the highest and best residential development of said property,
- the erection of attractive buildings designed and built in accordance with a harmonious theme,
- the appropriate locations thereof on building sites,

- haphazard and inharmonious improvement of building sites are prevented, and
- proper setbacks from streets and property lines and the like.

2) **Architectural Control Committee.** No structure shall be erected, placed, or altered on any lot until the building plans, landscape plans, specifications and plot plan showing the location thereof have been approved in writing by the Architectural Control Committee as to quality, materials, harmony of external design and colors with the existing and planned structures, and as to location with respect to topography, neighboring homes, setbacks, finished grade elevations, driveways and planning. **Such plans and specifications shall be submitted to the Architectural Control Committee and approved before a building permit from Village of Combined Locks is applied for.** Two copies of the plans and specifications are to be submitted to the Architectural Control Committee. Upon approval, one copy will be returned to purchaser and one copy will be retained by the Architectural Control Committee.

- A. The design layout and exterior appearance of each residence shall be such that, in the reasonable opinion of the Architectural Control Committee at the time of reviewing the plans and specifications, the residence will be of compatible design and quality to existing homes in the Subdivision and will have no substantial adverse effect on the property values in the neighborhood.
- B. The approval or disapproval of the Architectural Control Committee shall be in writing. Should the Architectural Control Committee fail to approve or disapprove such plans and specifications within thirty (30) days after submission to it, then such approval will not be required, but all other Covenants herein contained shall remain in force.
- C. The initial Architectural Control Committee is composed of Brett Griffin.
- D. The address of the Architectural Control Committee is:
 

Brett Griffin  
810 N Perkins  
Appleton, WI 54914
- E. The Architectural Control Committee may designate a representative to act for it. In the event of the death or resignation of a member of the Architectural Control Committee, the remaining member(s) shall have full authority to designate a successor. Neither the members of the Architectural Control Committee, nor its designated representative shall be entitled to any compensation for services performed.
- F. If, at any time, the Architectural Control Committee has ceased to exist as such and has failed to designate a representative to act for it, the owners of a majority of the lots in the Subdivision may elect a successor committee at a meeting of lot owners called by notice in writing, mailed to the last known address of all Subdivision lot owners as shown on the assessment rolls of the Village of Combined Locks. In the absence of such an Architectural Control Committee, the need for the Architectural Control Committee approval is dispensed with, but all other Covenants herein contained shall remain in force.

- G. The Architectural Control Committee may grant a special exception to specific restrictions where a literal application would cause undue hardship and where the granting of such special exception would not be incompatible with the basic concept of the Subdivision.

### 3) Dwelling Quality.

A. **Façade.** All of the dwelling and garage which fronts on any street shall be finished with a minimum of fifty (50) percent of "natural exterior" consisting of, but not limited to, brick, stone, or stucco, unless the "natural exterior" would be contrary to the design of the home, and such deviation shall require special approval by the Architectural Control Committee. The Architectural Control Committee retains the right to require more than the minimum for "natural exterior" on the front elevation in their sole discretion.

B. **Walls.** The face of every outside wall of any residence, including chimney chases, shall be constructed of materials approved by the Architectural Control Committee.

C. **Roofs.** All residences shall have roofs constructed of 30-year dimensional shingles (or better quality materials) with not less than a 6/12 pitch, unless such pitch would be contrary to the design of the home and such deviation shall require special approval by the Architectural Control Committee.

D. **Windows.** All residences shall have a minimum of one window, in an acceptable size as determined by the Architectural Control Committee, on every elevation.

### 4) Minimum Floor Area and Design.

Every residence erected in the subdivision shall have minimum floor areas as follows:

1 Story 1900 sq. ft. minimum, 2 Story 2400 sq. ft. minimum

For purposes of this section "floor area" shall be defined as the area within the exterior wall lines of a building and shall not include floor space below grade at front foundation line, basements, garages, breezeways, and unenclosed porches, attics and other areas not finished or useable as living quarters.

5) **Basement.** All homes shall have either basements or at a minimum standard four-foot footing walls.

6) **Building Location.** All structures to be erected in the Subdivision shall conform to all established setback lines. Subject to approval by the Architectural Control Committee, structures may be located anywhere on a lot within the defined setback, provided such location is consistent with the basic principles of good site interrelationship between the various other nearby structures.

7) **Garages.** A minimum of a two (2) car garage shall be constructed on a building site and shall be directly attached to the residential structure or attached thereto by a breezeway. Nothing in this section shall be construed to prohibit the construction of an attached garage which is larger than the minimum required by this section (up to a four car garage allowable) provided such garage is constructed in conformity with local ordinance.

8) **Driveways.** To minimize dust and to enhance the appearance of the Subdivision, the driveway or driveways shall, within one (1) year after issuance of the occupancy permit for a building site, be surfaced with concrete, blacktop, brick or other hard surface material acceptable to the Architectural Control Committee. The plans and specifications for residences submitted to the Architectural Control Committee for approval shall include the specifications for the location and surfacing of the driveways and walkways.

9) **Landscaping.** All exterior landscaping shall be completed within six (6) months after issuance of the occupancy permit for a building site.

10) **Land Use.** No lot, whether alone or in combination with one or more other lots in this Subdivision, shall be used except for single-family residential purposes.

11) **Mailboxes.** Purchasers of lots within the Subdivision are hereby notified that the United States Postal Service shall designate specific locations for the placement of mailboxes which may include single, double, triple and quad mailbox placements. To promote harmonious curbside décor throughout the subdivision, it is recommended that mailboxes be constructed of similar building materials as the dwelling and/or surrounding mailboxes. Each mailbox will carry the house number only. Additional items such as owner's names, personalization and/or decoration will not be permitted.

12) **Solar Energy.** Devices and systems for collection of solar energy are permitted within the Subdivision, provided the location and screening of any such system are approved by the Architectural Control Committee. No such devices or systems shall be visible from the street.

13) **Fences.** Fences shall be limited to rear yard placement, and shall be decorative in nature. Prior to construction lot owner shall obtain approval by the Architectural Control Committee. **Absolutely no chain link fencing will be permitted.**

14) **Firewood.** Firewood stored outside on any lot must be kept in a neat and orderly fashion to prevent such firewood from becoming or causing a nuisance.

15) **Setback Lines.** Setback lines shall conform to local zoning regulations and the recorded Plat of the Subdivision.

16) **Grade.** A licensed surveyor is required for any lot staking. No structure or lawn shall be permitted until proper grades for each have been set in accordance with the approved drainage plan for the Subdivision prepared by the land surveying firm of McMahon Associates, Inc., of Neenah, Wisconsin, the cost of which setting shall be borne by the lot owner.

17) **Drainage.** 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, as a part of the post-home construction finishing/grading/landscaping process is responsible to bring their lot into compliance with the approved Subdivision drainage plan.

18) **Vacant Lot Maintenance.** Each vacant lot in the Subdivision shall be maintained by the owner of such lot so that the lot shall not become a nuisance. No owner shall allow trash or debris to accumulate on any such vacant lot and the lot owner shall regularly mow the lot and comply with the Village of Combined Locks and Outagamie County ordinances regarding weed control.

19) **Construction Site.** No building material shall be placed on any lot more than thirty (30) days prior to the date construction is to begin. At all times during construction, the site shall be maintained in a neat and orderly manner. All trash and waste shall be kept in sanitary containers. Outdoor burning of construction debris is prohibited. Builders and/or lot owners shall maintain a dumpster on each construction site and shall be responsible to ensure such dumpster is emptied as often as necessary to ensure debris does not extend over the top edge allowing it to be blown out and onto surrounding properties.

20) **Completion of Construction.** Construction of a residence shall be completed prior to occupancy and within twelve (12) months of the start of construction.

21) **Utility Services.** All utility services including, but not limited to, electrical lines, telephone lines, gas, television service lines, and other cable or conduit running from utility service lines or transformers/pedestals must be underground to and from buildings.

22) **Used Buildings.** No previously used building of any type shall be moved on to any lot in the Subdivision from another location, this shall include outbuildings of any type.

23) **Accessory Structures.** Subject to applicable Village of Combined Locks ordinances, a detached accessory building shall be permitted on lots in the Subdivision provided that the design and location of the same are approved by the Architectural Control Committee and the Village of Combined Locks, if required, prior to construction. Said accessory building shall be substantially the same as the residential structure on the lot including roof slope and exterior materials. A building permit will be required from the Village of Combined Locks prior to the construction of said accessory building. For purposes of this section, a deck, patio, gazebo, pergola or other similar structure shall not be construed to be a detached accessory building, and the same may be constructed without prior approval of the Architectural Control Committee. However, the Village of Combined Locks permits, if required, are the responsibility of the lot owner.

24) **Temporary Structures, Outbuildings or Trailers.** No structure of a temporary character, such as a trailer, mobile home, camper, tent, shack, garage, barn or other outbuilding shall be used at any time as residence either temporarily or permanently.

25) **Personal Property Storage.** No outdoor storage of any commercial vehicle, boat, camper, trailer, snowmobile, recreational vehicle, motorhome, fishing shanty, all-terrain vehicle or motorcycle is permitted. Unless the same is enclosed within a garage, no motor vehicle may be parked, stored or otherwise kept on any lot in the Subdivision other than a car, truck or van which is licensed by the State of Wisconsin as a private passenger vehicle. Outdoor storage of any vehicle with advertising of any type (other than standard car dealer emblems) is prohibited. Any such vehicle must be enclosed within a garage. No driveway apron may be constructed for the storage of any vehicle or trailer.

26) **Antennae.** No exterior antenna, satellite dish receiver, or other similar device or structure for the transmission or reception of electric signals of any nature shall be visible from the street, and shall not exceed 18" in diameter. No free-standing tower antennae shall be allowed in the Subdivision.

27) **Signs.** No signs of any character, size, or description shall be maintained upon any lot in the Subdivision except signs of a size no larger than ten (10) inches by eighteen (18) inches

bearing the name, address, or both, of the resident occupying such lot, security service warning signs, or a single sign of not more than six (6) square feet in area advertising the property for sale, except that Developer may utilize signs of any size for advertising properties in said Subdivision for sale. The Architectural Control Committee shall have oversight related to the content, size and design of all signs.

28) **Unlicensed Vehicles and Salvage Materials.** No unlicensed vehicles or junk yards or storage areas for cars or other salvage materials of any nature shall be permitted on any lot or combination of lots within the Subdivision.

29) **Commercial Businesses.** Except as may be permitted by local zoning regulations, no commercial business shall be allowed to be conducted at any time from any lot or combination of lots within the Subdivision. Nor may any trade, business or profession be carried on; and generally, no activities may be conducted which would constitute a nuisance to other owners of lots within the Subdivision.

30) **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish or yard waste. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition. To ensure the attractive appearance of the Subdivision, all equipment shall be kept out of view from the street and adjacent or neighboring property owners.

31) **Nuisances.** No noxious, offensive or dangerous activity of any kind shall be conducted upon any lot, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to other lot owners or occupants of dwellings in the Subdivision.

32) **Zoning, Health, and Other Laws and Regulations.** All zoning, health and other laws, ordinances and regulations promulgated by any governmental unit having jurisdiction over the Subdivision and which pertain to said Subdivision shall be strictly observed and complied with.

33) **Pools.** Swimming pools and spas must be constructed in conformity with these restrictions and the ordinances of the Village of Combined Locks and Outagamie County. No portion of a swimming pool or the adjoining enclosed area shall be constructed or maintained nearer to the street than the rear foundation line of the principal structure. Above ground pools are prohibited in the Subdivision.

34) **Animals.** No animals, livestock, or poultry of any kind shall be kept, bred, or raised on any lot in this Subdivision except as normal household pets provided they are not kept, bred, or maintained for any commercial purpose. All lot owners shall abide by the Village of Combined Locks Ordinance regarding pet ownership within the Village limits. Chain link dog runs are prohibited.

35) **Storage Tanks.** No above ground or underground storage tanks shall be permitted upon any lot.

36) **Subdivision of Lots.** No lot may be subdivided into a smaller lot. Nothing, however, shall prohibit multiple lots being formed into alternative lots of at least the same size, subject to any applicable Certified Survey Map requirements. Each such resulting lot shall be considered as one lot for purposes of compliance with these Covenants.

37) **Storm Water Management Facilities.** Maintenance of the storm water system located within dedicated easements is the sole responsibility of the respective lot owner. Each property owner is responsible for the operation, maintenance and repair of the storm water system on their property or within dedicated easements. The Village of Combined Locks retain the right to perform maintenance or repairs in those dedicated easements and assess the costs thereof to the benefited properties.

38) **Easements.** Easements have been reserved for various public and semi-public purposes on the recorded plat and as within separate recorded easement documents. Use of the easement areas is defined within the recorded documents and may further be defined by applicable local ordinances. Prior to construction of improvements, or disturbance of any easement area, each lot owner should carefully review all recorded easements and contact the Village of Combined Locks for any ordinances.

39) **Relation to Public Regulations.** Where the provisions in this Declaration impose greater restrictions than any statute, ordinance or rule, the provisions of this Declaration shall prevail. Where the provisions of any statute, ordinance or rule impose greater restrictions than this Declaration, the provisions of the statute, ordinance or rule shall prevail. Notwithstanding the provisions contained in these Covenants, the lot owners of all lots within the Subdivision shall comply with all applicable Village of Combined Locks and County ordinances. The Village of Combined Locks and Outagamie County have not waived their ability to enforce any ordinances, laws or regulations against any of the lots within the Subdivision now or in the future, and these Covenants have not created any specific grandfathered right to any use or structure described herein.

40) **Enforcement.** These restrictions shall run with the land and be binding upon the owners, their successors and assigns. All future transfers of any lots shall be made subject to the restrictions, obligations and conditions set forth in this Declaration. It is understood that the acceptance of a deed for any lot by any purchaser is to be considered as an agreement to abide by the restrictions, obligations and conditions of this Declaration. If the owner of any lot subjected to these Covenants shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person or persons owning or co-owning any other lot subjected to these Covenants to prosecute an action at law or in equity against the person or persons violating or attempting to violate any such Covenants, either to prevent him, it or them from doing so or to recover damages for such violation, or to compel him, it or them to replace any grades for drainage or enforce any of the Covenants and restrictions herein contained. The Village of Combined Locks and Outagamie County may each enforce the provisions of this Declaration.

41) **Agreement to Terms.** By acceptance of a conveyance of property which is subject to this declaration, the grantee, mortgagee, or transferee thereof acknowledges, accepts and agrees to each and every term, right, duty and obligation herein contained and the right of enforcement of this declaration as aforesaid.

42) **Severability.** Invalidation of any one of the provisions of this Declaration by judgment, court order or otherwise, shall in no way affect the validity of the remaining provisions, which remaining provisions shall remain in full force and effect.

43) **Amendment.** This declaration may be amended through execution of an amendment by the record owners of at least seventy percent (70%) of the residential lots in the Subdivision affected by these Covenants. The Developer shall be exempt, upon its choice, from any

modifications made to these Covenants for so long as the Developer retains title to any lot within the Subdivision. Further, as long as Developer retains title to any lot within the Subdivision, Developer has the right to amend this declaration in accordance with the purposes hereof through execution of an amendment. Any amendment shall take effect on the date of recording thereof in the office of the Register of Deeds for Outagamie County, Wisconsin.

44) **Term.** Except as otherwise specifically stated, these conditions, restrictions, and requirements are Covenants running with the land and shall be binding on all parties hereto and all persons claiming under them for a period of twenty-five (25) years from the date they are recorded, at which time, said conditions, restrictions, and requirements shall be automatically extended for successive periods of ten (10) years, unless the record owners of at least seventy percent (70%) of the residential lots in the Subdivision shall:

- A. Execute a written document rescinding these Covenants in whole; and
- B. Record such document in the office of the Register of Deeds of Outagamie County, Wisconsin.

45) **Interpretation.** These declarations shall be construed and interpreted in favor of restricting the use of each lot consistent with the purposes hereof and any ambiguity shall be resolved against any lot owner who installs any structure or engages in any activity not clearly authorized under these declarations. These Covenants are subject to enforcement under Wisconsin Law.

IN WITNESS WHEREOF, Riverview Ridge, LLC has caused these Covenants to be executed this \_\_th day of December, 2019.

RIVERVIEW RIDGE, LLC

By: \_\_\_\_\_

Chad W. Shea, Managing Member

STATE OF WISCONSIN, County of Outagamie

Subscribed and sworn to before me on \_\_\_\_\_ by the above named person(s).

Signature of notary or other person authorized to administer an oath (as per s. 706.06, 706.07)

\_\_\_\_\_

Print or type name: \_\_\_\_\_

Title \_\_\_\_\_ Date commission expires: \_\_\_\_\_.