

Restrictive Covenants for Willow Grove 3rd Addition (Lots 84-101)

Description: Restrictive Covenants for Willow Grove 3rd Addition Lots Eighty-Four (84) through One Hundred One (101), according to the recorded Plat of Willow Grove 1<sup>st</sup> Addition, in the Village of Bellevue, Brown County, Wisconsin

Recorded in Volume 24 of plats, page 74

Document Number 2832625 Time \_\_\_\_\_

- I. Purpose: The purpose of these restrictions is to insure the use of the property for attractive residential development.
- II. Land Use and Building: No building shall be erected, altered, placed, or permitted to remain on any lot other than the dwellings and outbuildings provided for in the covenants. No building erected elsewhere shall be moved onto any lot. All single-family homes shall be site constructed.
- III. Minimum Requirements: Residencies must meet the following minimum space requirements. (Excluding; garages, basement-finished or unfinished, open porches, sun porches, three seasons' rooms, and breezeways).

Lots 84-85, 89-91

- a) Single story: 1650 minimum SqFt
- b) Two story: 1,850 minimum SqFt
- c) Minimum masonry: 50% (Street facing)
- d) Minimum roof pitch: 6/12
- e) Minimum garage: 3 stall garage with a minimum 2' offset on 3<sup>rd</sup> stall

Lots 86-88

Home to be approved before development due to lot characteristics and Environmentally Sensitive Areas (E.S.A.)

- a) Single story: 1650 minimum SqFt
- b) Two story: 1,850 minimum SqFt
- c) Minimum masonry: 50% (Street facing)
- d) Minimum roof pitch: 6/12
- e) Minimum garage: 3 stall garage with a minimum 2' offset on 3<sup>rd</sup> stall

Lots 92-94, 97-101

- a) Single story: 2,000 minimum SqFt
- b) Two story: 2,400 minimum SqFt
- c) Minimum masonry: 60%
- d) Minimum roof pitch: 6/12
- e) Minimum garage: 3 stall garage with a minimum 2' offset on 3<sup>rd</sup> stall

Lots 95-96

Home to be approved before development due to lot characteristics and Environmentally Sensitive Areas (E.S.A.) Lots 92-94

- a) Single story: 2,000 minimum SqFt
  - b) Two story: 2,400 minimum SqFt
  - c) Minimum masonry: 60%
  - d) Minimum roof pitch: 6/12
  - e) Minimum garage: 3 stall garage with a minimum 2' offset on 3<sup>rd</sup> stall
- IV. Developer Review: The developer reserves the right of architectural and design review for homes proposed to be constructed in the subdivision. The developers review shall include but not be limited to the covenants within this document as well as the overall design and placement of the proposed structure. The intent of this review is to encourage the same quality and standards throughout the development. Any walkouts or exposed windows from lower level must have developer, surveyor, or engineer approval at the time of plan submission and be clearly indicated on the plans submitted for approval. The developer shall approve or deny on the proposed plan with 10 (ten) business days of receipt of the plan. Village, county, and state requirements take precedence over developments approval.
- V. Grading: 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 maintain established grade. Lawn and landscaping to be completed with 1 (one) year of occupancy in strict compliance with approved subdivision drainage plan and Bellevue ordinance.
- VI. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any parcel at any time as a residence either temporarily, or permanently. No structure other than a fully completed residence shall be occupied.
- VII. Completion Date: All home must be completed within twelve (12) months and shall have the exterior completed within nine (9) months after commencement of building, initial landscaping and lawn must be completed within twelve (12) months after completion.
- VIII. Access: During construction, no access to the building site shall be allowed over adjacent lots. If any damage is done the adjacent lots, the owner of the home under construction shall restore or pay the developer for the restoration of said property to its pre-damaged condition.
- IX. Maintenance:

- a. Parking: Non-operable vehicles, boats, trailers, RV's, campers, and other such vehicles may not be parked or stored outside for more than forty-five (45) days a year and no longer than fifteen (15) consecutive days at one time.
  - b. Landscape: All lawns and landscaping shall be maintained in an attractive manner.
  - c. 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 into neighboring properties and/or streets.
- X. Accessory Buildings: One accessory building will be allowed per lot no larger than 200 SqFt and using the same construction material as the primary house.
- XI. Structures other than accessory buildings:
  - a. Fences: No chain link type fences permitted; decorative fencing may be used. No fences shall be allowed in front of the primary structure and must comply with all Village of Bellevue ordinances.
- XII. Mailbox Maintenance and Mailbox Locations: Will be subject to the Village of Bellevue for review and placement. (See Attached Policy)
  - a. C.B.U. to be placed on Lot 87.
  - b. Lots 84-101 will access mail services from the CBU (Cluster Box Unit) located on lot 87.
  - c. The maintenance, repair and servicing of each CBU will be the joint responsibility of each homeowner/lot owner who shares access to their designated CBU.
- XIII. Enforcements: Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain a violation or to recover damages. Legal filing of violation of these covenants shall be permitted by any resident of the development, by the developer if still holding a share of the development, or in the case of violating the adopted storm water management plan and overall grading plan, then the Village of Bellevue shall have the right to file. In the event of litigation to enforce these conditions, and restrictions, the non-performing party or the party violating any of the conditions, covenants, and restriction shall reimburse the developers and/or owners for all out-of-pocket expenses (including actual attorney's fees and court costs) incurred in enforcing these conditions, covenants, and restrictions.
- XIV. 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 character of surrounding properties and will not be a detriment to the subdivision as a whole.
- XV. 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.

Dated: \_\_\_\_\_

Moski Corporation:

\_\_\_\_\_

By: Paul Kosmoski, Member

STATE OF WISCONSIN

BROWN COUNTY

Personally came before me this \_\_\_\_\_ day of  
\_\_\_\_\_ 2022 the attached named Paul  
Kosmoski to me known to  
be the person who executed the foregoing  
instrument and acknowledged the same.

\_\_\_\_\_

\_\_\_\_\_

Notary Public, State of WISCONSIN

My Commission is permanent/expire: \_\_\_\_\_

Drafted By:

Paul Kosmoski