

RESTRICTIVE COVENANTS FOR WINDING CREEK ESTATES 3  
VILLAGE OF FOX CROSSING, WINNEBAGO COUNTY, WISCONSIN

WHEREAS, Winding Creek Estates, LLC (hereinafter Developer) is the owner of property known as Winding Creek Estates 3, Lots 106 through 139, Village of Fox Crossing, Winnebago County, Wisconsin.

WHEREAS, said plat was recorded in the office of the Register of Deeds for Winnebago County, Wisconsin, on the \_\_\_\_ day of \_\_\_\_\_, 2018, and filed as Document No. \_\_\_\_\_. Part of Winding Creek Estates, and being part of the NW ¼ of the SE ¼, part of the NE ¼ of the SE ¼, part of the SW ¼ of the SE ¼, Section 6, Township 20 North, Range 17 East, Village of Fox Crossing, Winnebago County, Wisconsin.

1. PURPOSE

The purpose of these covenants is to ensure the use of property for attractive residential purposes only, to prevent nuisance and the impairment of the attractiveness of the property, to seek the use of quality materials and workmanship, to maintain the desired atmosphere and appearance of the community and, thereby, to secure to each site owner the full benefit and enjoyment of their home, with no greater restriction on the free and undisturbed use thereof, than is necessary, to ensure the same advantages to the other site owners.

2. MINIMUM FLOOR AREA & DESIGN

All structures to be erected in the Subdivision shall be of a pleasing and harmonious external design and shall conform with all established setback lines; and any dwelling that fails to conform to the specified minimum areas shall not be permitted on any lot, except with prior written approval of Developer. The square footage of the main structure, exclusive of open porches, breezeways and garages, shall not be less than the following:

<b>Dwelling – Single Family Lots 106 – 139</b>	<b>Minimum Size</b>
Ranch	1,800 Sq. Ft. above grade
1-1/2 Story	2,000 Sq. Ft. above grade
Two Story	2,200 Sq. Ft. above grade

3. LAND USE & BUILDING TYPE

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 and restricted as follows:

- a. All dwellings shall have not less than a two-car garage attached thereto, of no less than 480 square feet
- b. All dwellings shall have a roof pitch of not less than 7/12.
- c. No used, modular, manufactured, geodesic dome or earth homes will be allowed on any lot.
- d. **Developer requires that any and all builders obtain the written approval of Developer before commencing construction of any dwelling in the Subdivision.**
- e. All homes, including attached garages, shall be completed within twelve (12) months after commencement of building construction and shall not be occupied prior to completion, except that the interior of the below grade level of split level and raised ranch homes need not be completed. All landscaping must be completed within one (1) year after occupancy, except that the Developer may approve a variance. Rocks, painted earth or sand in place of grass, to give a desert look, shall not be permitted. All lawns shall be a minimum of 80% mowed grass, except that the Developer may approve a variance. No un-mowed meadow growth (Prairie grass) shall be allowed. All driveways to the sidewalk line are to be hard-surfaced with concrete or brick pavers within one year of occupancy. The driveway from the sidewalk to the street to be of concrete or brick pavers and completed within one year of the completion of the concrete street.

- f. Developer reserves the right to complete construction or landscaping that has commenced, but has not been completed within the above time-frame, and owner is not proceeding with due diligence to complete construction or landscaping. Any costs so incurred by Developer (including, but not limited to, attorney's fees and court costs) shall become a lien on the lot.
- g. No trailer, tent, shack, basement, garage, barn or other outbuilding shall be used temporarily or permanently as a residence.
- h. No dwelling shall exceed two (2) stories in height above finished grade level.
- i. All residential homes constructed within the Subdivision shall be required, at a minimum, to have brick or stone on 30%-of the front of the home facing the street, except that a variance may be approved by the Developer for certain styles of homes, such as "Salt Box", etc.
- j. No outbuildings and/or sheds shall be allowed in the plat.
- k. During construction, no access to the building site shall be allowed through a ditch or over adjacent lots. If any damage is done to adjacent lots or ditches, the owner of the home under construction shall restore or pay the Developer or lot owner for the restoration of said property to its pre-damaged condition.
- l. No building materials shall be placed on any lot more than thirty (30) days prior to the time construction is to begin. No building materials shall remain on any lot more than thirty (30) days after construction is completed.
- m. All residences shall have basements or footings extending at least four (4) feet below grade.
- n. All trash and waste shall be kept in sanitary containers inside garage. Each lot owner is required to perform all necessary maintenance and upkeep of their lot. No trash, waste, brush, weeds or long grass is permitted. It is the lot owner's responsibility to keep the grass and weeds mowed prior to the start of construction of their residence.
- o. No external antenna, unless approved by the Developer, and no satellite dishes more than twenty-four (24) inches in diameter shall be allowed. No satellite dish shall be visible from the street passing by the front of the home.
- p. No above ground or in-ground swimming pool shall be allowed in the Plat.
- q. 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.
- r. One tree must be planted in front yard of every lot per the Village of Fox Crossing's ordinance requirement.

#### 4. ARCHITECTURAL REVIEW

No dwelling or other house or structure shall be erected on any lot of this subdivision until the plans and specifications have been submitted to and approved by the Developer or Developer's assigns. The Developer or Developer's assigns shall approve or disapprove such plans and specifications within sixty (60) days after the same have been submitted. Plans and specifications shall be deemed approved only if a written approval signed by Developer or Developer's assigns is received. All decisions of the Developer or Developer's assigns shall be enforceable against any lot owner if made in a good faith exercise of the judgment or discretion so long as such decision is not clearly in conflict with the express provisions of this declaration. Any person seeking to challenge any such decision of the Developer or Developer's assigns shall have the burden of proof to establish that such standards were not met at the time of the decision was made.

Submit plans and specifications to:  
Jill Hendricks  
Vision Realty & Development, LLC

2100 Freedom Road/PO Box 225  
Little Chute, WI 54140  
[jill@visionrealtyanddev.com](mailto:jill@visionrealtyanddev.com)

#### 5. SET BACK

All set back lines shall conform to local zoning regulations except Declarant may, in promoting overall harmony, establish other requirements in addition to such municipal regulations.

#### 6. IMPROVEMENTS

All lot sales will include paved streets, sewer and water lines stubbed to the lot line, and access to natural gas, telephone lines, cable television and underground electric.

#### 7. GRADES

No building or structure shall be erected or landscaping done until grades have been established by a licensed land surveyor or engineer showing conformity with the approved drainage plan for the Subdivision. The cost of establishing grades shall be borne by the property owner. All lot owners shall be required to sign an affidavit acknowledging receipt of drainage requirements for each lot. All lots must maintain the site drainage plan and home elevation specified for each lot, as approved by the Village of Fox Crossing.

#### 8. PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; with the exception of dogs, cats or other household pets, which may be kept, provided they are not kept, bred or maintained for any commercial purpose. No doghouses, dog kennels, cages, sleeping quarters or any kind of outside housing for animals shall be allowed, except that a dog or pet run no larger than 100 sq. ft. in size may be constructed provided that it is not visible from the street passing by the front of the residence. In addition any dog or pet run must be visually hidden from the view of any adjacent lot owner. A dog or pet run must be visually hidden from view by wood fencing, as long as the finished side of the fence faces the lot of the adjoining neighbor or by shrubbery or plantings of sufficient size and placement to impede the view of the dog or pet run to adjacent owners. Solid wood fences are not allowed; board on board or basket weave patterns are acceptable.

#### 9. VEHICLES

No unlicensed vehicles will be permitted on any lot, unless stored within a garage. No boats, recreational vehicles, campers, trailers, tractors, motorcycles, ATV's or lawn maintenance equipment will be permitted to be stored on any lot, unless stored within a garage. No bus, large truck, semi tractor and/or trailer shall be parked anywhere within the exterior boundaries of all phases or additions to Winding Creek Estates 3, unless they are there less than 48 hours to facilitate a lot owners moving in or out.

#### 10. COLORS

No bright or vivid green, blue, red or yellow siding shall be allowed on any residence or garage. The Architectural Review Committee shall have final approval of any shades of the aforementioned colors.

#### 11. SIGNS

No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one (1) square foot and/or one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

#### 12. FENCING

No fencing will be allowed per plat.

#### 13. FILL

All fill and/or topsoil from plat must remain in the subdivision, Any fill or topsoil stockpiled within the subdivision is the property of the subdivision developer and is not part of the sale of the lot on which it is stockpiled. As long as the Developer owns any lot, in Winding Creek Estates 3, the Developer reserves the right to direct the disposition of any dirt that is to be removed from any lot. However, such disposition, as directed by the Owner/Developer, shall be within a one-mile radius of the lot. It is the responsibility of the owner of the lot to contact the Developer prior to hauling out any fill. No fill or topsoil may be hauled out of this subdivision without permission of the developer.

#### 14. EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain that may damage or interfere with the installation or maintenance of utilities, or that may change the direction of flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot, and all improvements in it, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.

#### 15. NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

#### 16. COVENANTS

a. These covenants shall run with the land, and all future conveyances of any lots of the Subdivision shall be subject to the conditions, covenants, obligations and restrictions set forth herein. Acceptance of a deed by any purchaser is considered an agreement to observe and abide by such covenants, conditions and restrictions for the protection of all owners within the subdivision.

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

c. These covenants and restrictions may be removed, modified, annulled, waived, changed and/or amended at any time and in any manner by a written Declaration setting forth such amendment, (a) by the Developer as long as the Developer owns any lot for resale in the subdivision; (b) after the Developer has sold all lots, then by the owners of at least 75% of the lots. The written Declaration shall be recorded in the office of the Register of Deeds for Outagamie County, Wisconsin.

d. The Developer and/or individual lot owners benefited by the Declaration may enforce these conditions, covenants and restrictions using any available legal or equitable remedies, including, by way of example only, affirmative or restrictive injunction. In the event of litigation to enforce these conditions, covenants and restrictions, the non-performing party or the party violating any of the conditions, covenants and restrictions shall reimburse the Developer and/or individual Owners for all out-of-pocket expenses (including actual attorneys' fees and court costs) incurred in successfully enforcing these conditions, covenants, and restrictions.

e. 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 the character of surrounding properties and will not be a detriment to the subdivision as a whole. After the Developer no longer owns any lot in the subdivision, requests for variations may be submitted to such review committee(s) as may be convened from among the property owners within the subdivision for consideration and approval or rejection.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Winding Creek Estates, LLC

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

