

Black Otter - Covenants

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RESTRICTIONS & COVENANTS

J & D DEVELOPMENT

BLACK OTTER ESTATES SUBDIVISION

Town Of Dale - Outagamie County, Wisconsin

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

BLACK OTTER ESTATES SUBDIVISION - Town Of Dale, Outagamie County, Wisconsin

AND WHEREAS, such Owners believe 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 land 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 purposes of these restrictions is to ensure 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 ensure 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 ensure the same advantages to the other site owners.
2. **LAND USE & BUILDINGS.** All lots will be used for single-family dwellings only. No building shall be created, altered, placed or permitted to remain on any single-family lot other than one single-family dwelling not to exceed 2-2-stories in height and a private attached garage for not more than four cars. All homes must have a roof with a minimum of 6/12 pitch. All exposed concrete on porches must have brick or stone faced veneer face. Landscaping must be completed within 1-year of construction of the home. Permanent lawns must be established with grades in conformance with the approved drainage plan within 1-year after initial occupancy of the home. All homes must have an attached garage.
3. **MINIMUM FLOOR AREA & DESIGN.** The square footage of the main structure, exclusive of open porches, breezeways and garage shall not be less than the following, with plan approval of the above named Developers.
 - a. 1-STORY: Not less than 1,500 square feet.
 - b. 2-STORY: Not less than 1,800 square feet.
 - c. 1.5-STORY: Not less than 1,600 square feet.
4. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood.
5. **SIGNS.** No signs of any kind shall be displayed to the public view on any lot, except: 1) One professional sign of not more than 8 square feet; 2) One sign of not more than 5 square feet advertising the property for sale; 3) One sign of not more than 10 square feet used by a builder to advertise the property during the construction and sales period.
6. **BUILDING SET-BACKS.** All building set-backs must be in conformance with all approving and objecting agencies (government agencies, such as Outagamie County, Town of Dale, etc.).
7. **BASEMENT & GARAGE CONCRETE.** All homes shall have concrete basement walls and all garages must also have at least 4-foot concrete foundation walls. No wood foundations, except where walk-out basements are exposed to the back of the home.
8. **COMPLETION.** All homes and attached garages must be completed before home is occupied, except for the interior of the lower level of the split-levels and ranches.
9. **USED BUILDINGS.** No used buildings shall be moved onto any lot.

10. HEIGHT. No dwelling shall exceed 21/4-stories in height above the finished grade.
11. TEMPORARY STRUCTURE. No structure of temporary nature, trailer, tent, shack, barn or similar structure shall be permitted on any lot either temporary or permanently. No structure other than a fully completed residence shall be occupied.
12. EASEMENTS. Easements for the installation and maintenance of utilities and drainage facilities are reserved within the dedicated roadway, drainage-ways and areas shown on the recorded plat.
13. TRASH. All trash and waste shall be kept in sanitary containers. Each property owner is responsible for the maintenance and upkeep of their lot. No trash, waste, brush, weeds or long grass is permitted.
14. GRADES. All grades shall be in compliance with the approved drainage plan.
15. PETS, LIVESTOCK & POULTRY. No animals, livestock, poultry, fowl, reptiles or pigeons shall be raised, bred or kept on any lot with the exception of a dog or cat, which shall be limited to a total of two per household. Inside kept animals, such as goldfish, parakeet or hamster, are acceptable provided they are not kept, bred or 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. All pets shall be kept inside the principle dwelling when not being supervised by their rightful owners. No outdoor kennels shall be allowed on any lot.
16. DIVISION OF LOTS. No lots shall be re-subdivided to create a larger number of lots without approval of all governing agencies and the aforementioned Developers.
17. EXCESS MATERIAL. No excess material shall be removed from the subdivision without the consent of the aforementioned Developers.
18. FENCING & SWIMMING POOLS. Professionally installed fences, not more than 4-feet in height and designed not to restrict view, are allowed. Professionally installed swimming pools are also allowed, provided the swimming pool is located behind the main dwelling and does not impair the attractiveness of the property.
19. HOME EXTERIORS. No bright blue, yellow or neon colors are allowed. Soft shades of these colors are allowed, with the approval of the Subdividers.
20. TERMS. The Covenants and Restrictions herein contained shall be in effect until January 1, 2023, after which time they shall be automatically extended for successive periods of 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.
21. AMENDMENT. These Covenants shall run with the land and all future conveyances of any lot of the subdivision shall be subject to the conditions, covenants, obligations and restrictions set forth herein. Acceptance of a deed by a purchaser is considered an agreement to observe and abide by such covenants, conditions and restrictions for the protection of all owners of the subdivision. These covenants and restrictions may be removed, modified, annulled, waived, changed and/or amended at any time or in any manner by a written declaration setting forth such amendment
 - a. By the Developers, as long as the Developers own any lot for sale in the subdivision.
 - b. By the owners of at least 75% of the lots after the Developers have sold all lots in the subdivision. This written declaration shall be recorded in the office of the Register of Deeds for Outagamie County, Wisconsin.
22. ENFORCEMENT. 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 or to recover damages from a violation including attorney fees.
23. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall, in no way, affect any of the other provisions that shall remain in full force and effect.
24. ACCESSORY BUILDINGS. One accessory building of not more than 1500 square feet is allowed, providing that its color matches the lot's principle residence, as well as its design.
25. OTHER. All campers, recreational vehicles, boats, trailers and garden tractors shall be stored inside. No bus, large truck or semi-tractor and/or trailer shall be parked anywhere within the exterior boundaries of the Subdivision. Campers and recreational vehicles parking will be allowed for up to 48-hours to allow time for cleaning or packing.

IN WITNESS WHEREOF, JON HUSS and DANIEL M. VAN HANDEL, Owners/Developers, have hereunder set