

2057758

Recorded

October 26, 2015 12:20 PM

OUTAGAMIE COUNTY  
SARAH R VAN CAMP  
REGISTER OF DEEDS

Fee Amount: \$30.00  
Total Pages: 9

**EDGEWOOD ACRES FIRST ADDITION**

**Restrictive Covenants**

*Covenant: A formal binding agreement*

REAL ESTATE: Lots 22 thru 43, inclusive, according to the Recorded plat of Edgewood Acres First Addition, in the Town of Grand Chute, Outagamie County, Wisconsin.

return to: First American Title  
300 N. Broadway Ste 30  
Green Bay WI 54303  
9

Use Restrictions: All lots shall be used for single-family residential purposes only. A lot may be used in conjunction with a single-family improvements for private recreational type improvements such as a swimming pool, tennis court(s) or other recreational uses subject to the other covenants contained herein and any other restrictions, easements, setbacks or reservations of record.

Plan Approval: Complete copies of Plans (Construction Blueprint); including plan for each level of the home (above and below ground), all elevations, and plot plan must be submitted to the Developer for approval prior to the start of construction and shall remain on file with the Developer:

- All homes to have a minimum of 6/12 roof pitch
- All homes to have a minimum of attached 2 stall garage
- All homes to have a hard surface driveway
- All homes to be built on site
- All homes to be single-family residences

Subdivision of Lots: No lot or lots may be subdivided into any parcels, tracts or lots smaller in size than that which was originally conveyed 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 subdivide, redivide, and/or divide into parcels, tracts or lots, any or all of the real property owned by Developer.

Developers' Approval/Architectural Control: The improvements on each Lot or any alteration thereof, shall be subject to the approval of the Developer which has authority to approve or reject the plat plan, design, floor plan, color, elevation and site location of improvements on any lot in order to preserve and protect the integrity and harmony of the plat. Such approval may be evidenced on the blue print itself or on a separate written instrument, signed by the Developer.

Building Relocation: No building constructed elsewhere may be moved onto any lot or lots within the plat.

Temporary Structures: No temporary structures (including, within exclusions of other, trailer, basement without residence above, tent, shack, garage or barn of any kind) will be permitted for dwelling purposes.

Grade: Every house shall have a foundation below the frost line. Every home shall be placed on the lot to establish the top of foundation at minimum of 24" above curb height; with adjustments being made for the contour of the road and existing homes. Final grade, after construction, the construction area and land occupied by public easement shall not be graded in such a manner as to interfere with drainage of storm water of said lot or neighboring lots. Exposed or walkout lots shall not have lower level openings below the current known high water elevation for the area. Said use shall be identified

with plans submitted for plan approval and the individual lot owner shall be solely responsible to insure that the structure is properly placed so as to not cause themselves, their neighbors or the rest of the development drainage problems in the future. There has been a drainage plan done for Edgewood Acres by the Developer's engineer and approved by the Town of Grand Chute; which by this reference is made a part of these Restrictive Covenants. Buyer/Builder/Lot Owner is responsible to make sure their use of the lot is in compliance with this plan at all times.

**Start Date/Completion:** There is no construction limit between lot ownership and start date. Projects must be completed within one year of start of construction (issuance of building permit by the Town of Grand Chute). Every structure shall have a permanent finish on the exterior within six months of start. Completion of the project includes the dwelling, the lot, which shall be final graded to meet existing grade requirements: landscaping, lawn and hard surface driveway.

**Lot Stakes/Corner Markers:** Survey Stakes (metal pipes in the ground) identify every lot corner. Whether done by individual lot owner, their builder, or professional surveyor: the lot owner is responsible to locate corner markers. The home must be placed within the legal limits of the plan and the requirements of the Town of Grand Chute. Lot owners shall be solely responsible for maintaining all survey markers and must be sure they are not moved or removed during the construction of their individual homes. A disturbance of a survey stake by anyone is a violation of Section 236.32 of the Wisconsin Statutes.

**Fill and Topsoil:** Stockpiles of topsoil and fill located on any lot remain the property of the subdivision/developer and are not a part of the sale of any individual lot upon which it may be stockpiled. Any fill hauled in or out of any lot shall be at buyer's expense.

**Maintenance of Vacant lot:** The lot owner is responsible for the maintenance and upkeep of the lot prior to the start of construction, including but not limited to keeping the lot free of trash and debris and cutting long grass and weeds.

**Suitability:** During the development process dirt may have been moved on to/off of/across lots in this development. Developer makes no representation or warranty whatsoever, express or implied, regarding the physical condition of any lot. Developer recommends prospective buyers have their lot inspected and/or tested by a qualified professional regarding subsurface conditions or any other matter which may be of concern to buyer.

**Right-of-way** No property owner shall attach cables and/or braces or apply fertilizers, pesticides, or any other chemicals to any street terrace tree. No property owner shall allow for noxious weeds or grass of excess length, as defined by Town of Grand Chute Municipal Code, within the public right-of-way between the property line and the back of the street curb.

**Pedestrian/Bike Trails:** As Edgewood Acres is developed to meet Edgewood Drive there shall be installed a pedestrian/bike trail, which shall be installed with the improvements for future phases of the development. It shall be 10' wide paved trail beginning at and abutting the east property line of Lot 10; and extending north to Edgewood Drive.

**Construction Debris/Curb Cuts:** The lot owners in accordance with ordinances enforced by the Town of Grand Chute shall dispose of all debris created during construction, including curb cuts. Any cost incurred by developer for removal of such debris shall be billed to the homeowner who was responsible for removal of such debris.

**Outbuildings:** No outbuilding or storage shed of any kind are allowed on any lot.

Fences: No chain link or barricade fences of any kind shall be permitted on any lot. All fences must be located by a professional surveyor and must comply with all restrictions imposed by the Town of Grand Chute.

Future Area-Wide Assessment: All property owners in Edgewood Acres and all future phases are hereby informed that Edgewood Acres will benefit from the future reconstruction and urbanization of W Elsner Road. As such, the Developer has agreed that at the time of construction of this public roadway improvement project, owners of all the land contained within the Property (Edgewood Acres and all future phases) will be assessed, on an area-wide basis, for their proportionate share of the costs of said project. The area-wide assessment methodology will be consistent with the assessment practices of the Town at the time of said project. The Developer has executed a Waiver and Consent for Imposition of Special Assessments for the Elsner Road Urbanization Project, which is incorporated herein as Attachment "E". All future owners of Edgewood Acres and all future phases shall be bound by said agreement. The Developer is responsible to provide written disclosure of this future area-wide assessment to all purchasers of land contained within the property (Edgewood Acres and all future phases). This writing shall serve as said notice.

Detention/Retention Pond Maintenance Agreement: All property owners in the plat of Edgewood Acres Subdivision and all future phases are a part of and bound by Attachment "D" Detention/Retention Pond Maintenance Agreement with the Town of Grand Chute for the care and maintenance of the detention/retention ponds located throughout the Development.

Easements/Notes/Outlot Covenants: Buyer/Owner of any site within Edgewood Acres or future phase is hereby given notice that any and all notations included but not limited to "Utility Easement Provisions/Notes/Outlot Covenants" on the recorded plat are incorporated into and made a part of these restrictive covenants.

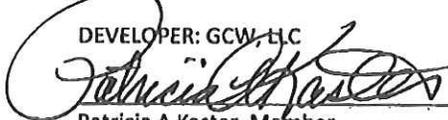
**Note: Edgewood Acres was formerly zoned AG; was farmed; and is surrounded by active farmland**

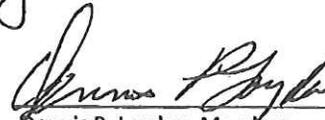
Amendments/Changes: Variations from these restrictions may be approved in writing by the subdivision Developer.

Duration: The covenants and restrictions of this Declaration shall remain in effect for a period of twenty (20) years from the date hereof and thereafter shall continue to automatically be in effect for additional periods of five (5) years unless terminated or otherwise limited or enlarged by the recording of an instrument executed and acknowledged by the then owners of at least 75% of the lots covered by this Declaration and that of all other phases of Edgewood Acres.

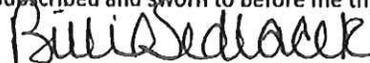
Executed this 18 day of February 2015

DEVELOPER: GCW, LLC

  
Patricia A. Kaster, Member

  
Dennis P. Layden, Member

State of WI County of Brown:  
Subscribed and sworn to before me this 18 day of Feb. 2015



Notary Public: Billie Sedlacek  
Brown County, WI. Commission expires: 9/17/17

Drafted by: Patricia A Kaster & Dennis P Layden

**ATTACHMENT E  
WAIVER OF SPECIAL ASSESSMENT NOTICES AND HEARINGS  
UNDER S.66.0703 WISCONSIN STATUTES  
AND CONSENT TO ASSESSMENTS**

The undersigned Owner(s) of property benefited by the following described, request that the following improvement be made by the Town of Grand Chute, Outagamie County, Wisconsin:

*Future urbanization of Elsner Road, including reconstruction of the roadway to an urban section street, with storm sewer and curb and gutter. The street will be 33 feet back-to-back of curb with the standard residential cross-section.*

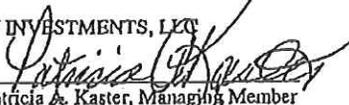
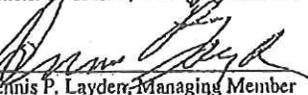
In consideration of the construction/installation of said improvement by the Town of Grand Chute, Outagamie County, Wisconsin, the Owner(s) hereby admit that such improvement will specially benefit Owner(s) property and consent to the levying of special assessments against Owner(s) premises under Town police powers S.66.0703 of the Wisconsin Statutes. The total monetary assessment amount will include 100% of the usual and customary costs and fees incurred by the Town in connection with the project at the time the project is completed. This waiver and consent are granted even though the exact monetary amount of the future assessment cannot be determined at the time this waiver and consent are being signed.

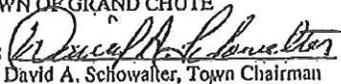
The Town and Owner(s) agree that this Document shall constitute a waiver and consent by the undersigned Owner(s), and shall be binding on all current and future owners of the property described herein, as well as all respective heirs, successors and assigns, authorizing the Town to proceed and accomplish all improvement described herein, to specifically assess the costs to specially benefitting property Owner(s); and, there shall be no requirement for a Preliminary Resolution, Notice of Public Hearing, Public Hearing, or Final Resolution. All such special assessments, by waiver and consent as authorized by 66.0703 (7)(b) are deemed correct, and properly imposed pursuant to Wisconsin Law. All rights of appeal are waived by the Owner(s).

The Town shall collect said special assessments by cash or installment payments as then determined by the Town in accordance with standard billing policies adopted by the Town applicable to all property Owners specially assessed.

Fax or email copies of this document, and copies of signatures transmitted by fax or email, and counterpart signature pages of this document shall be deemed as binding and valid as originals.

Dated this 3<sup>rd</sup> day of September, 2013.

GCW INVESTMENTS, LLC  
BY:   
Patricia A. Kaster, Managing Member  
BY:   
Dennis P. Layden, Managing Member

TOWN OF GRAND CHUTE  
BY:   
David A. Schowalter, Town Chairman  
BY:   
Karen L. Weinschrott, Town Clerk

(Legal Description of Affected Property attached as EXHIBIT "A")

**EXHIBIT "A"**  
**LEGAL DESCRIPTION FOR EDGEWOOD ACRES SUBDIVISION**  
**AFFECTED PROPERTY FOR**  
**WAIVER OF SPECIAL ASSESSMENT NOTICES AND HEARINGS**  
**UNDER S.66.0703 WISCONSIN STATUTES AND CONSENT TO ASSESSMENTS**  
**REGARDING FUTURE URBANIZATION OF ELSNER ROAD**

All of the Southwest 1/4 of the Northeast 1/4 and part of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, more fully described as follows:

Commencing at the North 1/4 Corner of Section 10, T21N-R17E; thence S00°03'41"W, 41.27 feet along the West line of the Northeast 1/4 of said Section 10 to the South right-of-way line of C.T.H. "JJ", a.k.a. Edgewood Drive and the point of beginning; thence S88°16'32"E, 751.02 feet along said South right-of-way; thence S00°09'28"W, 308.73 feet along the West line of Certified Survey Map No. 2067 and it's extension thereof; thence S88°16'32"E, 428.06 feet to the West line of the recorded "Woodlawn Plat"; thence S00°09'28"W, 979.97 feet along said West line and it's extension thereof; thence S88°15'21"E, 187.87 feet along the North line of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence S00°38'03"W, 1329.78 feet along the East line of the West 1/2 of the Northeast 1/4 of said Section 10; thence N88°14'09"W, 1351.51 feet along the South line of the Southwest 1/4 of the Northeast 1/4 of said Section 10; thence N00°03'41"E, 2617.98 feet along the West line of the Northeast 1/4 of said Section 10 to the point of beginning.

**ATTACHMENT D  
DETENTION / RETENTION POND MAINTENANCE AGREEMENT**

The following AGREEMENT is entered into this 3<sup>rd</sup> day of September, 2013, by and between GCW Investments, LLC, hereinafter referred to as the Developer, and the TOWN OF GRAND CHUTE, of Outagamie County, Wisconsin, hereinafter referred to as the Town.

**WITNESSETH:**

**WHEREAS**, the Town is concerned that proper maintenance be provided for the detention/retention pond to be constructed on Outlot 1 in the Edgewood Acres Subdivision by the Developer.

**NOW THEREFORE**, the parties agree as follows:

1. In accordance with the Special Town of Grand Chute Restrictions and Outlot Covenants as provided in the plat of the Edgewood Acres Subdivision, and in accordance with the most current version of Section 463 of the Town of Grand Chute Municipal Code, the Developer and/or subsequent Lot owners within said Subdivision shall provide for maintenance of the detention/retention pond on Outlot 1.
2. Maintenance and care shall be defined as mowing; inspection for erosion and/or nuisance problems (e.g. burrowing animals, weeds, odors); regular removal of trash and debris; regular inspection of embankment and emergency spillway structure; removal of sediment; control of algae growth, insects and odors; and, removal of large vegetation and trees that may weaken embankments.
3. In the event that the Developer and/or subsequent Lot owners fail/s to provide maintenance and care for the detention/retention pond, as defined in Section 2 above, within thirty (30) days of written notification by the Town, the Town may cause to do so and special assess the cost equally to all platted Lots within the Edgewood Acres Subdivision.
4. This Agreement shall be binding on the heirs, personal representatives, successors, and assigns of the parties hereto.

Dated this 3<sup>rd</sup> day of September, 2013.

TOWN OF GRAND CHUTE,

BY: David A. Schowalter  
David A. Schowalter, Town Chairman

BY: Karen E. Weinschrott  
Karen E. Weinschrott, Town Clerk

Personally came before me this 3<sup>rd</sup> day of September, 2013 the above named David A. Schowalter and Karen L. Weinschrott to me known to be the persons who executed the forgoing instrument and acknowledge the same.

Mary J. Baxter  
Notary Public, State of Wisconsin  
My commission expires 10/25/15

Dated this 3<sup>rd</sup> day of September, 2013.

GCW INVESTMENTS, LLC  
BY: Patricia A. Kastler  
Patricia A. Kastler, Managing Member

BY: Dennis P. Layden  
Dennis P. Layden, Managing Member

Personally came before me this 3<sup>rd</sup> day of September, 2013 the above named ~~Patricia A. Kastler and Dennis P. Layden~~ to me known to be the persons who executed the forgoing instrument and acknowledge the same.

Bruce Salasack  
Notary Public, State of Wisconsin  
My commission expires 9/29/13

*Restrictive Covenants  
Edgewood Acres First Addition  
Attachment "O"*

## Outlot Covenants

1. GCW INVESTMENTS, LLC, its successors and assigns ("Developer"), may, from time to time, and in its sole discretion, subdivide Lot 21 of the "Edgewood Acres" plat into future lots by recording additional plats to be known as "Edgewood Acres First Addition," "Edgewood Acres Second Addition," "Edgewood Acres Third Addition," etc. (each a "Future Plat," and collectively, the "Future Plats"). This Plat and the Future Plats shall be part of a master subdivision to be referred to herein as the "Edgewood Acres Master Subdivision."
2. Each plat in the Edgewood Acres Master Subdivision may contain one or more outlots designated as such (each an "Outlot," and collectively, the "Outlots"). This Plat contains one (1) Outlot.
3. Each plat in the Edgewood Acres Master Subdivision will contain one or more lots (each a "Lot," and collectively, the "Lots"). For purposes hereof, the term "Lot" shall not include any Outlots. This Plat contains twenty-two (22) Lots.
4. Each Lot within the Edgewood Acres Master Subdivision shall have, appurtenant to such Lot, an equal and undivided ownership percentage interest in each of the Outlots. The undivided percentage interest in the Outlots (the "Percentage Interest") appurtenant to each Lot shall be a percentage equal to one divided by the total number of Lots within the Edgewood Acres Master Subdivision. If the number of Lots changes due to the recording of Future Plats, the Percentage Interest of each Lot shall be recalculated.
5. Upon the recording of Future Plats, the Percentage Interest in the Outlots appurtenant to each Lot shall change to be a percentage equal to one divided by the total number of Lots within the Edgewood Acres Master Subdivision as so expanded. The Edgewood Acres Master Subdivision shall be deemed expanded when a Future Plat, executed by Developer, is recorded in the Office of the Outagamie County Register of Deeds.
6. Upon the recording of a Future Plat, each Lot owner shall have the Percentage Interest in the Outlots equal to one divided by the resulting total number of Lots within the Edgewood Acres Master Subdivision. Following the recording of a Future Plat, the interest of any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Lot shall attach to the new Percentage Interest appurtenant to the Lot on which it has a lien.
7. In the event a Lot is divided into two or more Lots by certified survey map or other type of legal Lot division, each Lot owner shall have the Percentage Interest in the Outlots equal to one divided by the resulting total number of Lots within the Edgewood Acres Master Subdivision. Following the recording of the certified survey map or other type of legal land division, the interest of any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Lot shall attach to the new Percentage Interest appurtenant to the Lot on which it has a lien.
8. In the event two or more Lots are combined into a different number of Lots by certified survey map or other legal Lot combination, each Lot owner shall have the Percentage Interest in the Outlots equal to one divided by the resulting total number of Lots within the Edgewood Acres Master Subdivision. Following the recording of the certified survey map or other type of legal Lot combination, the interest of any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Lot shall attach to the new Percentage Interest appurtenant to the Lot on which it has a lien.
9. Each Lot's Percentage Interest in the Outlots is an undivided interest appurtenant to the Lot and may not be transferred separately from, or severed from, title to the Lot.
10. The Outlots and any related detention ponds, culverts, catch basins, swales, and other facilities within the Edgewood Acres Master Subdivision shall be maintained by the Lot owners in accordance with the Best Management Practices set forth in the Stormwater Management Plan (the "Management Plan") on file with the Town of Grand Chute. Maintenance costs shall be shared and paid by the Lot owners in proportion to their Percentage Interests in the Outlots.
11. The Town of Grand Chute is authorized to access any property within the Edgewood Acres Master Subdivision to conduct inspections of the Outlots and related facilities as necessary to ascertain that the Outlots are being operated and maintained in accordance with the Management Plan and acceptable engineering standards.
12. If the Lot owners fail to maintain and repair the Outlots and related facilities as required, the Town of Grand Chute is granted the right to maintain and repair them in accordance with the Management Plan or otherwise as the Town of Grand Chute determines is necessary in its sole discretion. The cost of any maintenance and repair measures undertaken by the Town of Grand Chute pursuant to this section shall be assessed against the Lots in proportion to the Lot owners' Percentage Interests in the Outlots in accordance with the provisions of §66.0627, Wis. Stats. Such cost shall be deemed a special charge for current services and may be levied in accordance with the provisions of §66.0627, Wis. Stats. Any such assessment against a Lot that is not paid by a Lot owner within sixty (60) days after billing shall be deemed a delinquent special charge and shall become a lien upon the non-paying owner's Lot. Such delinquent charges shall be extended upon the current or next tax roll as a delinquent tax against the Lot for which payment has not been received by the Town of Grand Chute, and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charges.
13. Unless otherwise noted, a drainage easement exists upon all existing navigable streams between the meander lines as shown.

*Restrictive Covenants  
Edge wood Acres First Addition  
Attachment "N"*

**Notes:**

1. Due to this map being based on the Outagamie County Coordinate system, the bearings may not match previously recorded bearings of record.
2. All public roads within the plat boundary are dedicated to the public.
3. Sideyard setback is 6 feet unless noted.
4. Rearyard setback is 25 feet unless noted.
5. The Town of Grand Chute approved a request to reduce the wetland setback from 50 feet, to 25 feet for Lot 23.
6. Wetland delineation by Mach IV Engineering & Surveying dated October 2010. Wetland delineation concurrence letter from Wisconsin Department of Natural Resources dated June 11, 2012.
7. The property owner, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Department of Natural Resources, "Wisconsin Construction Site Best Management Practice Handbook" to prevent soil erosion. However, if the Town of Grand Chute, at the time of construction, has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any construction or installation related activities associated with streets and utilities.
8. The final plat is subject to all of the requirements of § 475-15E of the Code of the Town of Grand Chute. The subdivider, for himself and his assigns, shall be responsible for all municipal improvements, including asphalt surface streets, gravelled road shoulders or curb and gutter, sewer and water, sewer lift stations, storm sewers, dedicated clear water drainage easements, and streetlighting. Pursuant to § 475-16E of the Code of the Town of Grand Chute, the Town of Grand Chute reserves the right to withhold building permits for this subdivision if the above-stated municipal improvements have not been completed by the subdivider according to the terms and conditions of § 475-15E. Utility Connection Fees (as listed on the Town Fee Schedule) for sewer, water and storm services shall be payable by each lot within the platted subdivision to the Town of Grand Chute Sanitary Districts. A special streetlighting charge, in accordance with the procedures listed under § 57-21, Special charges for current services, shall be assessed annually to property owners of each buildable lot within the subdivision for the energy and facility maintenance costs of streetlighting within the Town. Any costs due to streetlighting in excess of the standards within the Street Lighting Policy, as requested by the subdivider or property owners, shall be assessed directly to the abutting property owners.
9. There are impact fees due on each platted lot in the subdivision, in accordance with § 330-Impact Fees, of the Code of the Town of Grand Chute, and in amounts as listed on the most current Town of Grand Chute Impact Fee Schedule.
10. Trail/pedestrian path easements as herein set forth are perpetual, exclusive and permanent easements dedicated to the public. Said easements shall be used by the public as a non-motorized trail subject to the rules, regulations, ordinances and policies of the Town of Grand Chute, Wisconsin.
11. The land on all side and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.
12. Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.
13. No poles, pedestals, transformers or buried cable are to be placed within two (2) feet of any survey stake, or placed so as to obstruct vision along any lot line or street line. Any disturbance of a survey stake by any person is a violation of § 236.32 Wis. Stats.
14. Utility easements as herein set forth are for the use of public bodies and private utility providers having the right to serve the area.
15. Disturbing or filling any wetland will not be allowed without state and local permits.
16. Maintenance of all drainage ways, including easements as indicated on the plat and along side and rear lot lines that convey stormwater runoff in accordance with the approved Drainage Plan, and associated structures within the land division or serving the land division, is the sole responsibility of the property owners of the land division, unless noted on the plan. Upon failure of property owners to perform maintenance of the drainage ways and associated structures within the land division or serving the land division, the Town of Grand Chute and/or Outagamie County retains the right to perform maintenance and/or repairs. The payment of the maintenance and repairs shall be assessed in equal amounts to the owners of all property within the land division, or, where the causer can be specifically identified, the payment shall be assessed to a specific property owner.
17. Unless otherwise noted, a drainage easement exists upon all existing navigable streams, between the meander lines as shown.
18. No structures, fences or plantings other than grasses shall be allowed within the drainage easements herein set forth.
19. Driveway access for Lot 42 is restricted to the area outside of the curve. There is no access in the curve.