

1498234

Document Number

DECLARATION OF RESTRICTIVE COVENANTS

Document Title

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

NOV -1 2002

AT 1:30 O'CLOCK A.M. P.M.
JANICE FLENZ
REGISTER OF DEEDS

pd
23.00

Recording Area

Name and Return Address
STONE RIDGE DEV. OF Appleton, INC.
2827 N. MEADE ST.
APPLETON, WI 54911

Parcel Identification Number (PIN)

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This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. **Note:** Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

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Declaration Of Restrictive Covenants

Affecting Stone Ridge Estates
A Subdivision located in the City of Appleton
Outagamie County, Wisconsin

WHEREAS, Stone Ridge Development of Appleton, Inc., (hereinafter "SRD"), being the owner of the above named Subdivision, the Plat for which Subdivision was recorded on October 16, 2002 at 10:00 A.M., in Cabinet "I", Pages 13-14, as Document No. 1493581, in the office of the Outagamie County Register of Deeds, hereby makes the following declaration as to limitations, restrictions and uses to which lots 1 – 91 in said Subdivision may be put, and hereby specifies that such declarations shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners and persons claiming under them.

1. Purpose. The purpose of these covenants is to ensure the use of property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to seek the use and appearance of the community, and thereby to secure to each lot 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. Land Use and Building Type. No lot, except with prior written approval of SRD or its assigns (hereinafter "Declarant"), 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, except with prior written approval of the Declarant, shall have not less than a two-car garage attached thereto.
- b. All dwellings shall have a roof pitch of not less than 6/12.
- c. One single-story storage shed shall be allowed per lot. Shed plans and specifications shall be submitted to Declarant for approval prior to commencement of construction. Said shed shall be located to the rear of the dwelling on said lot, be affixed to ground level, shall have a maximum storage area not to exceed 144 square feet, and shall be constructed in a style and of materials that are similar to those used in the construction of the dwelling located on said lot.

3. Architectural Control. As long as Declarant owns any lot in the Subdivision, no dwelling or other house or structure or fence may be erected on any lot in this Subdivision until the plans and specifications have been submitted to and approved by

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Declarant. All plans and specifications shall be delivered to:

Stone Ridge Development of Appleton, Inc.,
c/o Robert K. Hoepfner
2829 N. Meade Street
Appleton, Wisconsin 54911

If Declarant fails to approve or disapprove such plans and/or specifications within 30 days after same have been received by it, said plans and specifications shall be deemed to have been approved.

4. Setback Lines. Setback lines shall conform to local zoning regulations or those established on the Recorded Plat except that Declarant may, in promoting overall harmony, establish other requirements in addition to such regulations.

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

<u>Dwelling Type</u>	<u>Minimum Size</u>
One story above grade	2,000 square feet
Story and a half above grade	2,000 square feet
Two story above grade	2,200 square feet
Total finished area for split-levels	2,200 square feet

Excepting Lots 1 thru 12 which shall maintain the following minimum floor areas:

<u>Dwelling Type</u>	<u>Minimum Size</u>
One story above grade	1,800 square feet
Story and a half above grade	1,900 square feet
Two story above grade	2,000 square feet
Total finished area for split-levels	2,200 square feet

6. Basement. All homes shall have either basements or standard four-foot footing walls.

7. Grade. No structure or lawn shall be permitted until proper grades for each have been set professionally, in accordance with the approved drainage plan for Stone Ridge Estates, the cost of which shall be borne by the person(s) building the home or lawn.

8. Drainage. No lot owner shall block, dam or otherwise obstruct the flow of

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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 to bring his or her lot into compliance with the approved Subdivision drainage plan.

9. Pre-Construction Maintenance. The owner of any lot is required to perform all necessary maintenance/upkeep of the lot. No trash, waste, brush, weeds or long grass is permitted.

10. Construction Site. At all times during construction, the site shall be maintained, to Declarant's reasonable satisfaction, in a neat and orderly manner. All trash and waste shall be kept in sanitary containers, and out of public view. 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.

11. Fill. Declarant reserves the right to direct the disposition of any fill, including excess excavation fill which is to be removed from any lot, at the lot owner's expense. However, such disposition as directed by Declarant shall be within a one-mile radius of the lot from which it is being removed. If Declarant does not require specific disposition of any excess fill, the lot owner shall be responsible to locate a site for such disposition and pay all costs associated therewith.

12. Completion of Home. Construction of all residential buildings shall be completed on the outside before occupancy and the inside shall be completed within 12 months of visible commencement of work. Lawns shall be completed within one year of occupancy.

13. Driveways. All dwellings shall install a paved driveway of stable and permanent construction from the edge of the finished roadway surface to the vehicular entrance of the garage.

14. Used Buildings. No used buildings shall be moved on to any lot.

15. Accessory Structures. No accessory structure, including but not limited to storage sheds, swing sets, dog runs and similar structures, shall be permitted forward of the rear line of the residence. All accessory structures must have prior approval of the Declarant and must be affixed to the ground level.

16. Temporary Structures, Outbuildings or Trailers. Except as may be authorized by Declarant, no structures of a temporary nature, nor trailers, tents, shacks, barns or similar structures shall be permitted on any lot either temporarily or permanently. No structure other than a completed residence shall be occupied. Recreational vehicles, snowmobiles, boats, trailers, mini-bikes, fishing shanties, etc., must be stored inside buildings.

17. Signs and Antennae. No sign or antenna including outside earth stations (satellite dishes) that are in excess of 24" shall be displayed or exposed to the public

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view except as follows: One sign of not more than 12 square feet in area advertising the property for sale or rent or by a builder or Realtor to advertise the property during the construction and sales period, except that Declarant, as developer, may utilize signs of any size for advertising properties in said Subdivision for sale.

18. Unlicensed Vehicles and Salvage Materials. No unlicensed vehicles or junkyards or storage area for cars or other salvage materials of any nature shall be permitted on any lot or combination of lots within the Subdivision.

19. Commercial Businesses. Except as may be permitted by local zoning regulations and as authorized by Declarant, no commercial business shall be allowed or conducted at any time from any lot or combination of lots within the subdivision.

20. Trash. All trash and waste shall be kept in sanitary containers. No sanitary container is to be put in front of any dwelling sooner than the day before regularly scheduled pick-up.

21. 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 unreasonable annoyance or nuisance to other lot owners or occupants of dwellings in the Subdivision.

22. Zoning, Health, and Other Laws and Regulations. All zoning, health and other laws, ordinances and regulations promulgated by the Municipality having jurisdiction over the Subdivision, Outagamie County, or the State of Wisconsin, which pertain to said Subdivision shall be strictly observed and complied with.

23. Berm. In the event Declarant constructs a berm in the Subdivision along selected lots, neither current nor subsequent owners of these lots shall alter such berm. Should any berm be constructed along selected lots, said berm will be constructed within the boundaries of said lot and shall be clearly the property of the lot owner who is solely responsible for it's maintenance.

24. Trees. No trees planted or transplanted within the Subdivision by Declarant shall be moved, trimmed, cut down or otherwise disturbed without the prior written consent of Declarant. It shall be the responsibility of each lot owner to remove and replace any dead or diseased tree on his or her lot within one season after such tree dies or becomes diseased. All replacement trees shall be of like kind, size and quality as the original replaced tree and are subject to the approval of Declarant.

25. Animals. No animals, except as normal household pets, shall be kept, bred, or raised on any lot in this Subdivision.

26. Variation. Variations in any of these covenants may be permitted by Declarant where it is reasonably satisfied that such variations will be pleasing and generally in line with adjacent properties and not be a detriment to the Subdivision as a whole. After Declarant no longer owns any lot in the Subdivision, the Declarant no longer has authority to approve or disapprove of variations.

27. Enforcement. If any lot owner or person/s in possession of any lot or

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dwelling on any lot within the Subdivision shall violate or attempt to violate any of these covenants, it shall be lawful for any other person(s) owning any lot or owning or occupying any dwelling on any lot in the Subdivision to prosecute and/or commence proceedings at law or in equity against the person/s violating or attempting to violate any such covenant, either to prevent such person/s from doing so or to recover damages for such violation or to restrain the violation.

28. Fencing. No fencing shall be allowed unless it is constructed of natural materials or natural appearing materials which may be painted, extends no further forward than the rear of the dwelling and is constructed in a manner that is professional in appearance. All fencing must be approved in writing in advance of constructing the fence. Declarant reserves the right to require that any and all requests for fence approval be accompanied by written approval from all immediate surrounding property owners living within the subdivision.

29. Term. These covenants and restrictions herein contained shall be in effect for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years, unless an instrument terminating or reducing this term shall be executed and recorded in accordance with the requirements and procedures set forth in paragraph 29.

30. Amendment. These covenants may be amended, waived, or removed by the execution and recordation in the office of the Register of Deeds for Outagamie County, Wisconsin, of an instrument executed by not less than two-thirds (2/3) of the lot owners, provided that so long as the Declarant is the owner of any lot or property affected by these covenants, or amendment thereto, no such amendment, waiver or removal will be effective without Declarant's prior written consent, in recordable form. Further, so long as Declarant shall own any property in the Subdivision, Declarant, by itself alone, shall be entitled to amend, waive, or remove said covenants.

31. Invalidity of any Covenants. Should any one of these covenants for any reason be declared invalid, such declaration shall not affect the validity of the remaining covenants, which remaining covenants shall remain in full force and effect as if these covenants had been executed with the invalid portion thereof eliminated.

IN WITNESS WHEREOF, Stone Ridge Development of Appleton, Inc. has signed and sealed this instrument this 22nd day of October, 2002

In Presence of:

Stone Ridge Development of Appleton, Inc.

Roger P. Schomay

By:

Robert K. Hoepfner

Robert K. Hoepfner, President

Michael R. [Signature]

Attest:

Judith Elliott

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