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Document Number

Restrictive Covenants
Harrisville Place
Document Title

DOCUMENT # 500285
TAMARA ALTEN
REGISTER OF DEEDS
CALUMET COUNTY, WI

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Recording Area

Name and Return Address

Lamers Realty Inc.
P.O. Box 26
Kimberly, WI 54136

Parcel Identification Number (PIN)

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WRDA Rev. 12/22/2010

HARRISVILLE PLACE

RESTRICTIVE COVENANTS FOR LOTS 1-15 of HARRISVILLE PLACE, VILLAGE OF HARRISON, CALUMET COUNTY, WI

WHEREAS, Lamers Realty Inc. (hereinafter Developer) is the owner of property known as Harrisville Place, Lots 1-15, Village of Harrison, Calumet County, WI

WHEREAS, said plat was recorded in the office of the register of deeds for Calumet County, Wisconsin, on the 13th day of November, 2014, and filed as document No. 500284.

AND, WHEREAS, Said owner(s) hereby establishes protective covenants and restrictions which will preserve and protect the desirability, appeal and value of the above described real estate for the benefit of the owners thereof and their heirs, personal representatives, successors and or assigns.

NOW THEREFORE, in consideration of the aforementioned purposes, the following protective covenants and restrictions are established and binding upon the above described real estate, its owners, heirs, personal representatives, successors and or assigns.

1.) PURPOSE- The purpose of these covenants and restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to insure each site owner the full benefit and quiet enjoyment of his and or her home and property with no greater restriction on the free and undisturbed use of the home and property than is necessary to insure the same advantages to the other home and property owners in the Subdivision.
2.) LAND USE AND BUILDINGS. No lot, whether alone or in combination with one or more lots in this subdivision, shall be used except for single family residential purposes and restricted as follows:
 - a.) No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two and one half stories in height and a private attached garage for not more than four (4) cars. Garage size shall not be less than 576 sq. ft. with no more than three (3) individual overhead garage doors visible from the street.
 - b.) All dwellings shall have a roof pitch of a minimum 8/12.
 - c.) All residential homes constructed within the Subdivision shall be required, at a minimum, to have brick or stone on 50% of the front of the home facing the street, except that a variance may be approved by the Architectural control committee, at the sole discretion of the committee, when a front façade design is considered aesthetically pleasing with a less percentage of brick or stone.

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- d.) No used, modular, manufactured, earth shelter, geodesic, nor log homes allowed on any lot.
- e.) No raised ranch, Bi-level or split level residences allowed without written consent from Architectural control committee.
- f.) All porches visible to the front or side of a residence shall have brick or stone veneer face.
- g.) All homes including attached garages shall be completed within twelve months after commencement of construction and shall not be occupied without an occupancy permit obtained from the Village of Harrison building inspector.
- h.) Each lot owner, as part of post home construction, is responsible to bring his/her lot into full compliance with approved subdivision drainage and grading plan. Each lot owner shall obtain a copy of the approved drainage plan for their lot from either the developer or Village of Harrison building inspector and agree to adhere fully when installing a lawn, landscaping or further improving the site.
- i.) All landscaping must be completed within one year after occupancy.
- j.) No trailer, tent, shack, basement, garage, barn nor other outbuilding shall be used, temporarily or permanently, as a residence.
- k.) During construction, no access to the building site shall be allowed through or over adjacent lots. If any damage is done to adjacent lots, the owner of the home under construction shall restore or pay the developer or lot owner for the restoration of adjacent property to its pre-damaged condition. This is to include excessive dirt/mud left in roadway by construction vehicles. All construction vehicles to use tracking pad for access to and from build site.
- l.) No building materials shall be placed on any lot more than thirty (30) days prior to the time construction begins.
- m.) All residences shall have basements or footings extending to at least four (4) feet below grade and all garages shall have standard concrete footings and floor.
- n.) All driveways are to be paved in concrete within 12 months of occupancy of home. Exceptions allowed for driveway aprons. Aprons are to be paved in concrete within 3 months of completion of black top street. Driveway grades to be set and paved to match the grade established for the future front sidewalks.
- o.) No solar panels may be visible from the front yard of any home. Any solar panel installations are to be approved in writing by Architectural Review Committee.

- 3.) ARCHITECTURAL REVIEW AND CONTROL: An Architectural review committee, consisting of one or more members as appointed by the developer/owner, shall be charged with the power to approve or disapprove of all plans of residences to be constructed in the subdivision. No residence shall be constructed without prior written approval from the Architectural Review Committee. The Review Committee shall have the power to approve or deny the design and location of structure on the lot. The home plans are to be harmonious and conform to the setback lines. Variations may be approved only where, in the sole opinion of the committee, it is deemed to be harmonious and pleasing to the effect of the entire neighborhood or where variations are required by the topography of the lot/land. Approval or denial of a particular design/plan and specifications by such committee may be based upon any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the committee shall seem sufficient. Design plans, specifications and detailed blue prints are to be submitted to Al & Deborah L. Lamers at N246 Whitetail Ridge Court, Appleton, WI 54915 or at such other place as may be determined by plat developer/owner. All plan approvals and or denials shall be in writing. No construction may begin until a written plan approval has been issued by architectural control committee
- 4.) MINIMUM SQUARE FOOTAGE REQUIREMENTS AND DESIGN:
All structures to be erected in subdivision shall be of an aesthetically pleasing and harmonious external design and shall conform with all setback lines. 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/owner or Architectural control committee. The square footage of the main structure, exclusive of open porches, breezeways, enclosed but un-heated porches, finished basements and garages shall not be less than the following:

**MINIMUM SQUARE FOOTAGE REQUIREMENTS FOR
LOTS 1-15**

**ONE STORY/RANCH- Minimum 1850 Sq. Ft. on ground floor
1-1/2 Story – 2400 Sq. Ft. Minimum on first and upper floor combined.
2-STORY – 2400 Sq. Ft. Minimum on first and upper floor combined.**

These square footage requirements are exclusive of open porches, breezeways or garages.

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- 5.) GRADES AND GRADING: No dwelling, house, structure, lawn or landscaping may be erected or installed on any lot until the proper grades have been set in accordance with the approved drainage plan for the subdivision. Grades are to be set by a licensed land surveying and or engineering firm with the costs and charges of this process borne by the lot owner. This is to include the height at which the foundation of home is set . Upon completion of home construction, the lot owner is to have the lot drainage and grading brought into full compliance with the approved drainage and grading plat for that lot.
- 6.) SIDEWALKS- Sidewalks will be required in Harrisville Place and will be included in the lot price And will be installed together at the time the street is black topped and curb installed.
- 7.) EASEMENTS: Easements for the installation and maintenance of utilities and drainage facilities are reserved within the dedicated roadways, drainage easements, utility easements and areas as designated on the recorded plat. Within these easements, no structure, planting or other material 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 lot owner, except for those improvements for which a public authority or utility is responsible.
- 8.) SIGNS AND ANTENNAE: No sign or antennae, including satellite dishes shall be displayed or exposed to the public view, except as follows:
 - a.) One sign of not more than ten (10) square feet advertising the property for sale
 - b.) One sign of not more than ten (10) square feet, used by the builder to advertise the property during the construction and sales period, except that the developer/owner may utilize signs of any size for advertising properties in subdivision for sale.
 - c.) Satellite dishes of not more than two (2) feet in diameter, and attached directly to the dwelling, are allowed but are to be installed as to limit their view from the front of home
- 9.) NUISANCES: No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.
- 10.) USED BUILDINGS: No used buildings shall be moved onto any lot.
- 11.) STORAGE: No unlicensed vehicles will be permitted on any lot unless stored within a garage. No campers, boats, recreational vehicles, trailers, garden tractors nor lawn maintenance equipment shall be stored on any lot unless stored within a garage.
- 12.) PETS, LIVESTOCK AND POULTRY: No animals, except as normal household pets shall be kept, bred, or raised on any lot in this Subdivision. Dogs and or cats are limited to a total of three in any household, provided that said pets are not kept, bred nor 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.

- 13.) TRASH/WASTE: All trash and or waste material shall be kept in sanitary containers. Each lot owner is required to perform normal maintenance and upkeep of their lot. No trash, waste, brush, weeds, or long grass is permitted other than in designated wetland areas within the subdivision. Any and all yard waste is to be removed and disposed of according to Village of Harrison requirements.
- 14.) SWIMMING POOLS AND FENCES: No above ground swimming pools allowed in development. All in-ground swimming pool plans and specs. including site plan must be approved in writing by architectural review committee prior to installation. No chain link fencing allowed in development. All plans for fence construction must be approved in writing by architectural review committee prior to construction. In-ground pool and fence installations may require approval from the Village of Harrison.
- 15.) EXCESS FILL: No excess fill shall be removed from subdivision without the consent of the subdivision owner/developer. Developer shall direct placement of fill which will be leveled at lot owner or building contractors expense.
- 16.) ACCESSORY BUILDINGS: One accessory storage buildings allowed on each lot in subdivision. Said accessory buildings require approval from the architectural review committee. Said buildings shall conform to similar design details as the home on said lot and shall be built using the same roof color, siding color and or brick/stone color that coincide with home on said lot. Maximum accessory building size shall be 240 sq. ft. Accessory building may also require approval of Village of Harrison and lot owner should contact Village prior to submitting request to architectural review committee.
- 17.) CONSTRUCTION SITE: At All times during construction, the site shall be maintained in a neat and orderly fashion. All trash and waste materials to be stored in sanitary containers out of public view.
- 18.) COMMERCIAL BUSINESS: Accept as may be allowed by local zoning regulations and as authorized by owner/developer, no commercial business shall be allowed or conducted at any time from any lot or combination of lots within the subdivision.
- 19.) TERM: The covenants and restrictions herein contained shall remain in effect until January 1, 2025, after which time they shall be automatically extended for successive periods of then (10) years, unless an instrument terminating or changing the terms shall be executed and recorded in accordance with the requirements and procedures set forth in paragraph number 20 below.
- 20.) ENFORCEMENT: These covenants and restrictions shall run with the land, and all future conveyances of any lots of the subdivision shall be subject to the covenants, restrictions, obligations and terms set forth herein. Acceptance of a deed by any purchaser is considered an agreement to observe and abide by such covenants, restrictions, obligations and terms for the protection of all lot owners in the development. If any lot owner or person/s in possession of any lot or 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.

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- 21.) AMENDMENT: These covenants and restrictions may be modified, changed, annulled, waived or amended at any time with a written declaration setting forth such amendment:
 - a.) by the Developer as long as the Developer owns any lot for sale in the subdivision.
 - b.) after the Developer has sold all the lots in the subdivision, the written declaration must be signed and agreed to by at least 70% of development lot owners.
 Said declaration is to be notarized and recorded in the office of the register of deeds, Calumet County, WI.
- 22.) SEVERABILITY: Invalidation of any one of these covenants and or restrictions, by judgement or court order, shall in no way affect any of the other covenants or restrictions which shall remain in full force and effect.
- 23.) ADDITIONAL REQUIREMENTS: Lot owner acknowledges receipt of copy of approved plat plan for lot and subdivision, which information may include additional requirements to be met as a lot owner
- 24.) SETBACKS- Lot owner and or builder to conform to all plat approved setback requirements. Front yard setbacks are 25 feet, side yard setbacks are 7.5 feet, 10' setback from designated Wetlands and conform to any additional utility set backs as indicated on recorded Plat.
- 25.) AUTHORIZATION: In witness whereof, Alan J. Lamers, president of Lamers Realty Incorporated, as developer/owner of the Harrisville Place development has set his hand to this document on this day the 12 day of November, 2014.

Authorized by: Alan J. Lamers, Date 11/12/2014
ALAN J. LAMERS

ACKNOWLEDGEMENT

State of Wisconsin)
) ss.
County of Outagamie)

Personally came before me on ~~September~~ ^{November} 12th, 2014, the above named Alan J. Lamers, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Marissa Heimerl
Marissa Heimerl
Notary Public, Wisconsin
May commission expires 2-12-2017

This instrument was drafted by, Alan J. Lamers