

RESTRICTIVE COVENANTS FOR FOURTH ADDITION TO CLEARWATER CREEK
CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN

WHEREAS, Clearwater Creek Development LLC (hereinafter Developer) is the owner of property known as Fourth Addition to Clearwater Creek. Lots 153 through 166, City of Appleton, Outagamie County, Wisconsin.

WHEREAS, said plat was recorded in the office of the Register of Deeds for Outagamie County, Wisconsin, on the ____ day of 2024, and filed as Document No. _____ Clearwater Creek is a part of the _____, City of Appleton, Outagamie County, Wisconsin, Cabinet _____, page _____.

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. These covenants will be enforced by the Developer.

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:

Dwelling -Single Family Lots 153 through 166	Minimum Size
Ranch	2000 Sq. Ft. above grade
Split Level, Bi-Level & 1-1/2-Story	2200 Sq. Ft. above grade
2-Story	2400 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 8/12.
- 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 is 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 75% 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 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.

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. If the Developer or Developer's assigns, as the case may be, fails to approve or disapprove such plans and specifications within sixty (60) days after the same have been submitted, said plans and specifications shall be deemed to have been approved. 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 Developers Assign:

Jill Hendricks

Vision Realty & Development, LLC

2100 Freedom Road

PO Box 225

Little Chute, WI 54140

www.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. For lots 159 through 166 to obtain a building permit, the applicant must supply an individual site plan that illustrates structure location(s), drainage, erosion, building setbacks, and all appropriate easements. In particular, the 30' wetland setback and the 50' setback top of bank must be shown. No building structure or impervious surface is allowed within either of these setbacks.

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. 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 adequate drainage of surface water. All lots must maintain the site drainage plan and home elevation specified for each lot, as approved by the City of Appleton.

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 may 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 Clearwater Creek, 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 Developer 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 chain link or bare wire fencing will be allowed on any lot. Solid wood fences are not allowed. All other fencing shall not be allowed. Any exception to this fence restriction requires prior written approval of the Developer or Developer Assigns. The City of Appleton may require a permit to install a fence on any lot.

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 Clearwater Creek, 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. Any request for exceptions to these covenants requires approval of the Developer. Any approval, to be binding or effective, MUST BE IN WRITING and signed by an authorized representative of the Developer.

d. 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.

e. 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.

f. Variations in any of these covenants may be permitted by the Developer where they are 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.

17. All decisions of the Developer shall be enforceable against any lot owner if made in a good faith exercise of the judgment or discretion of its Developer so long as such decision is not clearly in conflict with the express provisions of this declaration. Any lot owner or other person seeking to avoid, set aside or challenge any such decision of the Developer shall have the burden of proof to establish that such standards were not met at the time the decision was made. Developer shall be entitled to recover from any lot owner in violation any costs, including reasonable attorney fees for enforcement against any lot owner if a court determines that the lot owner violated any provision of these Restrictive Covenants.

18. These declarations shall be construed and interpreted in favor of restricting the use of each lot consistent with the purposes hereof and any ambiguity shall be resolved against any lot owner who installs any structure or engages in any activity not clearly authorized under these declarations or approved in writing by the Developer. This declaration shall be interpreted and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this ____ day of _____, 2024.

Clearwater Creek

By: _____
Robert A. DeBruin

STATE OF WISCONSIN)
) SS
COUNTY OF OUTAGAMIE)

Personally came before me this ____ day of _____, 2024, the above named Robert A. DeBruin known to me to be the person who executed the foregoing instrument.

Notary Public
Outagamie County, Wisconsin
My Commission expires _____