



**DECLARATION OF
RESTRICTIVE COVENANTS**
AFFECTING LOTS 1-47 OF SANDY RIDGE DEVELOPMENT
LOCATED IN THE TOWN OF BOVINA,
OUTAGAMIE COUNTY, WISCONSIN.

Purpose- The purpose of these covenants is to insure the highest and best use of such property as a residential subdivision; to insure the future owners of any sites against the improper use of building sites that would depreciate the value of their property; to preserve as far as practical, the natural beauty of said area; plus to guard against erection of a poorly designed or poorly apportioned structure and structures built of improper or unsuitable material; to encourage and secure the erection of attractive homes and outbuildings with appropriate location of such buildings; to prevent haphazard and discordant improvement of such building sites; to enhance the value of the investments made by the purchasers of such sites and adjoining property owners.

**ARTICLE I
DEFINITIONS**

- A. "Lots" shall describe any single parcel or building site being a portion of the land herein described whether set forth in a recorded plat or set forth in any recorded certified survey.
- B. "Front Lot Line" of any parcel shall be that side of any lot or parcel which borders on the principal roadway servicing such lot within the subdivision.
- C. "Rear Lot Line" shall be that side of any parcel or lot which is opposite the front lot line.
- D. "Developer" shall be U2 Land & Development, Inc., owner of the land described herein and any party which is the successor or assigns to the interest of the developer.
- E. "Owner" shall mean or refer to any recorded owner whether one or more persons or entities of any fee simple title to any lot or parcel being a portion of the lands described herein having been deeded from the Developer to such person or entities from the Developer or its successor or assigns.
- F. "Architectural Control" shall refer to that under ARTICLE IX hereinafter for the purposes of review and approval of all plans for new construction by owners.

**ARTICLE II
LAND USE**

All parcels and lots shall be used only for single family, residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling and a private garage not larger than that permitted by Outagamie County and/or The Town of Bovina. Outside storage and outbuildings shall be regulated as set forth hereinafter. The single family residential use shall not prohibit an owner from maintaining a home office in their residence, provided it is not used as a retail location

Well maintained juvenile structures may be erected. Yet, boats, maintenance equipment, snowmobile trailers and recreational vehicles shall not be permanently stored outside.

**ARTICLE III
LOT SIZE**

No building site or lot conveyed initially by the Developer shall, at any time, be subdivided by the owner without prior, written consent under Architectural Control, ARTICLE IX.

**ARTICLE IV
BUILDING SIZE AND QUALITY**

No single family residence shall be permitted on any of the land herein described which is greater than three (3) stories in height. No residence shall be erected with less than 1550 square feet on the ground floor for a one story dwelling and not less than 2000 square feet for a two or more story dwelling. The term "ground floor" as used in this section is defined to mean that portion of the structure consisting of the livable floor space, which shall be at or above finished grade level. All homes to be constructed with a minimum 2 car attached garage.

No residence shall be constructed other than that of good quality materials, with the work to be performed with good, quality workmanship. No home, other than the construction of a basement, shall be constructed out of concrete block or poured concrete walls. Furthermore, there shall be no earthen homes or geodesic (dome) homes permitted. All homes shall consist of on-site construction, with no modular or prefabricated homes permitted. ~

The approval of all plans for construction, the selection of exterior building materials, and the design and colors of such exterior shall be approved under Architectural Control ARTICLE IX. All homes shall have either a basement or shall be built upon standard four foot (4) footing walls. No used buildings shall be moved onto the property. The exterior of all homes shall be completed prior to occupancy of the premises. Homes must be constructed with roof pitches of 6/12 or greater and have a minimum of 25% stone or masonry fronts on ground level. Except for the provision for well maintained juvenile playground structures as referred to above, no structure of a temporary nature, such as a trailer, tent, shack, barn or other similar structure, shall be permitted on any lot, other than temporarily. Any outbuildings or other structures shall be constructed of materials to match the principal residence on such lot. The final selection of materials for any outbuildings or other structures shall be approved under Architectural Control ARTICLE IX and in conformity with County ordinance.

No building materials shall be placed on any lot more than thirty (30) days prior to commencement of construction.

All dwellings must be completed and an occupancy permit obtained within twelve (12) months after commencement of construction. "Commencement of Construction" is defined as the date of the first excavation on the lot for the purpose of constructing a dwelling.

**ARTICLE V
BUILDING LOCATION & SETBACK**

The minimum lot Setback shall be in accordance with both town and county-ordinances, but shall not be less than a twenty-five (25') foot side yard setback and a fifty foot (50') front yard setback.

**ARTICLE VI
LAWNS, DRIVEWAYS, FENCES AND PLANTINGS**

All lots, vacant or improved, shall be mowed and kept free of any noxious weeds

During construction, no access to the building site shall be allowed through the ditch or over adjacent lots. If any damage is done to the adjacent lots or ditches, the owner of the home under construction shall restore or pay the Developer or lot owner for the restoration to its pre-damaged condition.

Lawns shall be installed as soon as practical after completion of the exterior of the residence, but not later than one (1) year after granting of the occupancy permit

All driveways shall be of hard surface, either concrete, asphalt, brick etc...in place within one (1) year after granting of the occupancy permit. The apron for the driveway need not be paved until the public street is paved.

No chain link fences or stockade fences shall be constructed between adjoining lots. The location and construction materials to be used in any fencing on any lots shall be approved under Architectural Control ARTICLE IX.

All trash and waste shall be kept in sanitary containers. No sanitary containers are to be placed in front of any residence until the day prior to pick up.

**ARTICLE VII
PETS, LIVESTOCK & POULTRY**

No animals, livestock, poultry, reptiles or fowl of any kind shall be raised, bred or kept on any lot for any purpose. Household animals may be kept as pets, provided that no single residence may have more than four (4) animals. Animals kept as pets may be maintained out of doors, provided that the structure for maintaining such pets is not closer than twenty-five (25) feet to any side yard and the rear yard lot line, fifty (50) feet to any front yard, and provided that such structure is sightly and well maintained. All pets must be maintained so that they do not cause a disturbance or create odors which are offensive to neighbors. Not more than two (2) of each species of animal may be maintained out of doors at anyone time. Nothing contained herein shall be construed to permit the keeping of any pet which shall in any way constitute a nuisance. No pets may be kept in violation of existing governmental zoning regulations, if such regulations are more restrictive than the provisions of this section.

**ARTICLE VIII
MISCELLANEOUS RESTRICTIONS AND NUISANCES**

No noxious or offensive activities shall be carried out on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No sign of any kind shall be displayed in public view on any lot, except one (1) sign of not more than five (5) square feet, advertising the property for sale or signs used by Developer and public builders to advertise the property during the construction and initial sales period, shall be allowed.

**ARTICLE IX
ARCHITECTURAL CONTROL**

No building, fence, wall or other structure shall be commenced, erected, or maintained on any lot, nor shall any exterior addition to or change or alteration on any lot be made until the plans and specifications showing the nature, kind, shape, height, materials, color, location of the same shall have been submitted to Developer and approved in writing as to harmony of exterior design and location in relation to other structures, topography, and compliance with the provisions of the restrictions by Developer. In the event Developer fails to approve or disprove within thirty (30) days after the plans and specifications have been submitted to him, or, in any event, if no suit is commenced prior to completion, then approval will not be required and this section will be deemed satisfied. The Developer shall have the right to waive minor infractions and deviations from these requirements in case of hardship.

**ARTICLE X
IMPROVEMENTS, ALTERATIONS AND REPAIRS**

Exterior alterations, exterior repairs, excavations, changes in grade, or other work which in any way alters the exterior of any residence or any improvements located on a lot from its state as initially approved under Architectural Control ARTICLE IX shall not be made or done without prior approval under Architectural Control ARTICLE IX. No building, fence, wall, outbuilding or garage or other structure shall be commenced, erected, maintained, improved or altered, so as to change its exterior without the prior written approval of the committee.

The lands herein described shall be subject to any easements now granted or hereinafter to be granted by the Developer, to any municipality or utility, for the erection, construction, and maintenance of electric, telephone, gas and other utilities over, upon or under portions of any lot. The Developer hereby reserves for itself and its successors the right to grant to any municipality or utility company, easements and right-of-ways for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone and for other purposes and for sewer, storm water drains, gas mains, water pipes, and similar services as the Developer may deem fit and proper for the improvement and benefit of the lots.

ARTICLE XI

TERM

These protective covenants are to run with the lands herein described and shall be bound on all parties and all persons and entities claiming under them until March 14, 2026, at which time, said protective covenants shall automatically be extended for a successive period of ten (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 Article.

**ARTICLE XII
AMENDMENT OF COVENANTS**

These covenants and restrictions may be removed, modified, annulled or changed and/or amended at any time, and in any manner, by a written declaration setting forth such amendment, which amendment has been executed by the record owners of at least fifty percent (50%) of the lots in said subdivision, in such form as to entitle it to be recorded in the office of the Register of Deeds for Outagamie County, Wisconsin; provided, however, that such amendment, etc. to be effective shall require the written approval in recordable form of the Developer, as long as the Developer owns any lots. Any removal, modification, annulment, waiver, change or amendment of these covenants must be accomplished only by complying with the provisions of this Article and with any applicable municipal and county ordinances regarding covenants.

**ARTICLE XIII
ENFORCEMENT PROVISIONS**

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the lands herein described to prosecute any proceedings at law or at equity against the person or persons or entities attempting violation or violating any such protective covenant and either to prevent him or them in so doing or to recover damages or other dues for such violation.

**ARTICLE XIV
SEVERANCE CLAUSE**

Invalidation of anyone of these protective covenants by judgment or court of law shall in no way affect any of the other provisions and shall remain in full force and effect.

**ARTICLE XV
COMPLIANCE WITH GOVERNMENT REGULATIONS**

In addition to complying with the above protective covenants all owners at all times of all parcels within the lands herein described for themselves or their heirs and assigns, agree to comply with any and all ordinances, laws, rules and regulations of any governmental body in authority which may be applicable to the use and enjoyment of the lands herein described or a portion thereof.

**ARTICLE XVI
ADDRESS FOR NOTICES**

All written communications and notices concerning these protective covenants shall be given to the Developer and shall be sent in care of Andrew Ujazdowski, 318 Twelfth Street, Neenah, Wisconsin 54956, until such time as the Developer records at the office of the Register of Deeds for Outagamie County, Wisconsin, a different address at which to receive such written communication notices.

In Witness Whereof, the undersigned officers of U2 LAND & DEVELOPMENT, INC have caused these protective covenants to be drafted, signed, and sealed on this 14th day of March, 2006.

U2 LAND & DEVELOPMENT, INC

Jeffrey A. Ujazdowski

Andrew B. Ujazdowski

STATE OF WISCONSIN)
) SS
OUTAGAMIE COUNTY)

Personally came before me this 14th day of March, 2006, Jeffrey Ujazdowski, Andrew Ujazdowski as Managing Members of U2 Land & Development, Inc and acknowledged that they executed the foregoing instrument as such Managing Member of U2 Land & Development, Inc.

Notary Public, State of Wisconsin
My commission Expires _____