

Declaration of Restrictive Covenants

VILLAGE NORTH SUBDIVISION VILLAGE OF LITTLE CHUTE The Developer for this Subdivision is the Village of Little Chute, a Municipal Corporation

The Village of Little Chute, a Municipal Corporation, sometimes referred to herein as “Developer”, does hereby declare and impose these restrictive covenants on that real estate located in the Village of Little Chute legally described as follows:

LEGAL DESCRIPTION:

PART OF THE SE1/4 SW1/4 SECTION 10 TOWNSHIP 21 NORTH RANGE 18 EAST, more particularly described as follows:

LOTS 1 THRU 35 AND OUTLOT 1, VILLAGE NORTH SUBDIVISION, VILLAGE OF LITTLE CHUTE, OUTAGAMIE COUNTY, WISCONSIN.

The foregoing legal description encompasses all of Tax Parcel # 260421306.

RESTRICTIVE COVENANTS

1. No building erected elsewhere shall be moved onto any lot or lots.
2. No permanent structures (including, without exclusion of other, trailers, basement without residence above, tent, shack, garage, or barns of any kind) will be permitted for dwelling purposes. No permanent exterior storage of boats, motor homes, trailers, campers, RV's or commercial vehicles of any kind permitted on lots within this subdivision. No parking or storage of commercial buses, trucks, or trailers shall be allowed.
3. Lots numbered 1 through 5, 7 through 12 and 18 through 35 shall be used for the purpose of single-family residences only. All single-family lots require a minimum home size (exclusive of the garage and any open porches) to be 1,500 square feet for a one-story ranch, 1,800 square feet for a two-story or story and a half, and 1600 square feet in the top two floors for bi and tri level. All roof pitch on structures shall be no less than 6/12. All single-family structures to have a minimum of 1/3 masonry front facing any public street.
4. Lots numbered 13 through 17 shall be used for a single –family or a two-family residence only. If the lot is used for a single-family residence the square foot requirements of number 3 above shall apply. If the lot is used for a two-family residence each unit (exclusive of the garage and any open porches) shall have a minimum of 1250 square feet per side if it is a ranch or split level style duplex. In the case of one and one half stories or two stories the minimum floor level on the first floor shall be 1000 square feet and 500 square feet on the second level with the total being at least 1500 square feet per side exclusive of open porches or garages. All roof pitch on structures shall be no less than 6/12. Each unit of a two-family residence shall have a minimum of a two car attached garage attached thereto. All two-family residences (structures) to have a minimum of 1/3 masonry front facing any public street.
5. Every house shall have a foundation below frost line. All dwellings shall have not less than a two-car garage nor greater than a four-car garage attached thereto. No detached garages are allowed in the subdivision.

6. No residence shall be erected in the plat until the final plans and site plans for each building have been approved in writing by the Developer of this Plat (by the Village of Little Chute Community Development Director) or by such person or persons as they may delegate, provided, however, that when a residence is completed it shall be conclusively presumed that this covenant has been complied with.
7. No fence shall be erected upon any lot in the plat without express written approval of the Developer of this plat.
8. All buildings shall be started on the grade established and approved by the Village of Little Chute. Setback lines shall conform to local zoning regulations except that the Developer may, in promoting overall harmony, establish other requirements in addition to such regulations.
9. The land occupied by public utility easements of the lots shall not be graded in such a manner as to interfere with drainage of storm water. Side lot and rear lot drainage ways and easements and ditches adjacent to public streets shall not be filled nor have their grades altered by the owners of lots within the subdivision.
10. One single-story storage shed shall be allowed per single-family residence lot or one per each unit for two-family residences. Shed plans and specifications shall be submitted to the Developer (Village of Little Chute Community Development Director) for approval in writing prior to commencement of construction. Said shed shall be located to the rear of the dwelling on said lot, shall have a maximum storage area not to exceed 200 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.
11. All dwellings shall be completed within one year after the beginning of construction and every structure must have a permanent finish on the exterior within 6 months after the start of construction.
12. The covenants and restrictions herein contained shall be in effect for a term of twenty (20) years from the date this Declaration is recorded with the Register of Deeds, 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 by the Village of Little Chute in the office of the Register of Deeds for Outagamie County.
13. All landscaping, including lawn, trees, and shrubs, to be completed within 18 months of beginning construction.
14. No horse, cattle, swine, sheep, goats, or live poultry of any kind, nor more than two pets, shall be kept on any lot in this plat.
15. No nuisance shall be maintained or allowed to exist in the plat.
16. Driveways to be of concrete or brick paver and must be completed within one year after the curb and gutter is installed for all existing developed lots and within 18 months of the start of construction on all other lots. Driveway aprons shall be concrete only.
17. These covenants may be enforced by the Village of Little Chute, or by any lot owner in the plat, in the Circuit Court for Outagamie County by means of an action for monetary damages and/or action for equitable relief in terms of affirmative or negative injunctions, in recognition that there may be no adequate remedy at law in the form of monetary damages. Any persons or entities violating these covenants shall be liable to the Village of Little Chute, or the lot owner bringing the enforcement action, for its actual costs, expenses, and reasonable attorney's fees for the successful enforcement of any one or more of these covenants.
18. Prior to bringing an action for enforcement in Circuit Court, any party seeking to enforce these covenants shall first submit a written notice, to the alleged violating party, stating the nature of the violation claimed to exist and the requested remedial action sought. Such notice can be conveyed by any method or means to the violating party and enforcement action may be filed in Circuit Court anytime following 10 days from the issuance of such written notice of violation to the violating party.

19. Any excess fill and/or topsoil from development of individual lots in the subdivision shall be the responsibility of the individual property owner to remove from their property and shall not be placed on any other property within the subdivision.
20. 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 members 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.
21. In furtherance and not in limitation of any of the terms of this declaration, the Developer intends that this declaration shall be and remain at all times until expiration hereof, fully enforceable against all lots and any person, entity, trust, organization, governmental unit, or sovereign nation which becomes a lot owner, whether by virtue or conveyance, operation of the law otherwise, shall be conclusively deemed to have waived any and all defenses to and immunity from enforcement of this declaration serving as full and adequate public notice of said waiver. Said waiver shall apply to the terms, conditions and encumbrances established in this declaration, together with any future liens, claims easements or encumbrances expressly permitted hereunder.
22. 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. These declarations shall be interpreted and construed in accordance with the laws of the State of Wisconsin.
23. No lot owner shall block, dam, or otherwise obstruct the flow of the 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 for maintaining established grade. Lawn and landscaping to be completed within 18 months of the start of construction in strict compliance with approved subdivision drainage plan. ***Any walkouts or exposed windows from lower level must have Developer or designing engineer approval.***
24. Satellite dishes shall be no more than 36" in diameter, shall be mounted on the principal structure, and shall not be not visible from the public street the residence is located on. All other TV antennas must be contained within the home and not mounted on the roof.
25. 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.
26. No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along lot lines or any street line. Disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.
27. 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 well as prevent such material from blowing onto neighboring properties and/or streets.
28. The Developer reserves the right to fully or partially amend, modify, or terminate all, any, or any portion of these covenants for so long as the Developer owns any lots in the plat known as Village North Subdivision legally described above.
29. These covenants shall be binding upon the land legally described above and shall run with the land and be binding upon current and future owners, and their respective errors, successors, and assigns subject to the rights of the Developer set forth herein.
30. The Developer reserves the right to delegate its authority under these covenants for such matters as enforcement, interpretations, review, approval, and other matters to anyone or more Village Department heads or Officials.

Dated this 27th day of February, 2012

VILLAGE OF LITTLE CHUTE (Developer)

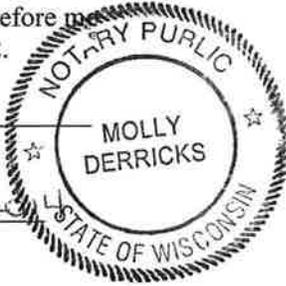
BY: Michael R. Vanden Berg
Michael Vanden Berg, Village President

BY: Vicki Schneider
Vicki Schneider, Village Clerk

SUBSCRIBED AND SWORN to before me
this 27 day of February, 2012.

Molly Derricks

Notary Public, State of Wisconsin
My commission expires 1.26.2014



THIS INSTRUMENT DRAFTED BY:

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