

**Bayview Estates 6th Addition
Restrictive Covenants**

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**CHERYL BERKEN
BROWN COUNTY RECORDER
GREEN BAY, WI**

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Recording Area

Name and Return Address

Meacham & Co., LLC
445 Cardinal Lane Suite 107
Green Bay, WI 54313

CS

Parcel Identification Number (PIN)

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. **USE BLACK INK.**
WRDA Rev. 7/2/2010

Bayview Estates 6th Addition

Village of Howard, Brown County, Wisconsin

RESTRICTIVE COVENANTS

REAL ESTATE: Lots 125 thru 135, according to the recorded Plat of Bayview Estate 6th Addition, in the Village of Howard, West Side of Fox River, Brown County, Wisconsin.

Use Restrictions: All lots shall be used for single-family residential purposes only. A lot may be used in conjunction with a single family improvement for private recreational type improvements such as a swimming pool, tennis court(s) or other recreational uses, subject to receipt of prior written approval from the Village of Howard and further subject to the other covenants contained herein and any other restrictions, easements, setbacks or reservations of record. No lot shall contain more than one (1) single family dwelling.

Governmental Permits: All homes in Bayview Estates 6th Addition are subject to permits and fees as required by the Village of Howard, Brown County and any other that may apply. See notes and restrictions on plat.

Drainage Easements: Drainage easement granted to the Village of Howard, a Wisconsin municipal corporation, Brown County, Wisconsin, grantee herein and its successors and assigns, a perpetual easement over, under and through the property, by the under signed Owners of the property and grantors herein: This perpetual deed of easement, which shall run with the land, is granted upon the following conditions: 1) The easement is given for the purpose of constructing, using, repairing, enlarging and forever maintaining drainage (storm sewer, ditching, surface water drainage, ponds or other storm water facilities) including the right to increase regulatory flood water elevations within the easement, together with the right of access to said easement for such purposes. 2) That the grantors, its successors or assigns, shall have the right to use and occupy the above described real estate, providing that such use and occupation will not in any manner disturb, damage, destroy or obstruct said drainage, or any part thereof. No buildings, landscaping, fences or other improvements shall be constructed on or over the easement. 3) The grantee shall have the right of access to said easement, and the right to use said premises and the land adjacent thereto for the transportation and laying down of storage materials, tools, and equipment, the depositing and removal of materials, the removal of trees and other vegetation, the removal of any items constructed on or over the easement, and for other purposes incidental to construction and maintenance. 4) The grantee agrees to restore after completion of construction, maintenance, or other activity, the easement with 4" topsoil, seed, fertilizer and mulch, and further provides that in event any damage is caused to the land or real estate adjacent to the easement, by reason of any negligence of the grantee in entering thereon and using the above described property, said grantee shall compensate the grantors for such damage.

Plan Approval: Complete copies of Plans (Construction Blueprints), including the plan for each level of home containing finished living space (above or below grade) all elevations must be submitted to the Developer for approval prior to start of construction and shall remain on file with Developer.

All homes to have a minimum 6/12 roof pitch

All homes to have a minimum 2 stall attached garage

All homes to have a hard surface driveway

All homes to be built on site

All homes to have a fully landscaped yard

All homes to have a foundation below the frost line

Standard three-in-one shingles are not permitted.

The improvements on each lot or any alteration thereof shall be subject to the approval of the Developer which has the authority to approve or reject the plat plan, design, floor plan, elevation and site location of improvements on any lot. Such approval may be evidenced on the blueprint itself or on a separate written instrument signed by the Developer.

Subdivision of Lots: No lot or lots may be subdivided into any parcels, tracts or lots smaller than that which was originally conveyed by Developer to the initial purchaser(s). Developer reserves unto itself the rights to subdivide, redivide and or divide into parcels, tracts or lots, any or all of the real property owned by the Developer.

Building Relocation: No building erected elsewhere may be moved onto any lot or lots within this plat.

Temporary Structures: No temporary structures (including, within exclusion of others, trailers, basement without residence above, tent, shack, garage or barn of any kind) will be permitted for dwelling purposes.

Grade: Every house shall have a foundation below frost line. Every house shall be placed on the lot to establish the top of foundation at a minimum of 18 inches above the curb height, with adjustments being made for the contour of the road and existing homes. Final grade, after construction area and land occupied by public easement shall not be graded in such a manner as to interfere with drainage of storm water of said lot or neighboring lots.

DEVELOPER MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ABILITY OF ANY LOT IN THIS PLAT BEING ABLE TO ACCOMMODATE A WALK-OUT OR EXPOSED LOWER LEVEL FLOOR PLAN. Determination of said be must be made by a qualified professional. Lot/home owner's are ultimately responsible to make sure the land on all sides and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

Erosion Control: Lot owner must make sure lot is in total compliance with all erosion control requirements at all times: before/during and after construction.

Start Date/Completion: There is not a construction limit between lot purchase/ownership and start date. However, projects must be completed within one year of the start of construction (issuance of building permit by Village of Howard). Every structure shall have a permanent finish on the exterior within six months of start. Completion of a project includes the dwelling and the lot which shall be final graded to meet existing grade requirements, landscaping, lawn and hard surface driveway.

Lot Stakes/Corner Markers: Survey stakes (metal pipes in the ground) identify every lot corner. Whether done by individual lot owner, their builder, or professional surveyor, the lot owner is responsible to locate corner markers. The home must be placed within the legal limits of the lot/plat and the requirements of the Village of Howard. Lot owners shall be solely responsible for maintaining all survey markers and must be sure they are not moved or removed during the construction of their individual homes. A disturbance of a survey stake by anyone is a violation of Section 236.32 of the Wisconsin Statutes.

Fill and Topsoil: Stockpiles of topsoil and fill placed on any lot during road/infrastructure construction remain the property of the subdivision and are not a part of the sale of any individual lot upon which it may be stockpiled. Any fill or topsoil hauled in or out of any lot shall be at buyer's expense. Buyer shall be responsible to remove from their lot and the subdivision any excess top soil or fill left from construction on their respective lot. Lot Owners/Builders are not allowed to "DUMP" their excess dirt on any other lot in this subdivision. If they do so and developer has to have it removed, removal will be at the expense of the person who "dumped" it.

Maintenance of Vacant Lot: The lot owner is responsible for maintenance and upkeep of the lot prior to the start of construction, including but not limited to keeping the lot free of trash and debris and cutting long grass and weeds.

Vacant Lots: May not be used for parking or storage of any kind and shall be maintained by owner to comply with these covenants and local zoning ordinances.

Suitability of Soil: During the development process, soil(s) may have been moved on to/off of/across lots in this development. Developer makes no representations or warranty whatsoever, express or implied, regarding the physical condition of any lot. Developer recommends prospective buyer have their lot inspected and tested (at buyer's expense) by a qualified professional regarding subsurface conditions or any other matter which may be of concern to buyer/builder.

Construction Debris/Curb Cuts: The lot owners shall dispose of all debris created during construction, including curb cuts and/or other concrete debris. Any cost incurred by Developer for removal of such debris shall be billed to the lot owner who was responsible for the removal of such debris.

Outbuildings: No storage sheds or outbuildings of any kind shall be allowed in Bayview Estates 6th Addition.

Animals: No horses, cattle, swine, sheep, goats, or live poultry of any kind shall be kept on any lot in the plat.

Fences: No chain link or wire fences shall be permitted on any lot. All fences must be located by a professional surveyor and must comply with all restrictions imposed by the Village of Howard.

Amendments/Changes: As long as the developer owns at least one (1) lot in the subdivision, the developer shall have the exclusive, unilateral power to alter, amend, waive or delete any covenant contained herein by recording amended restrictive covenants and providing a written copy to all lot owners. When the developer has sold, transferred or conveyed all lots in the subdivision, no covenants contained herein may be altered, deleted or amended without the written approval of at least seventy-five percent (75%) of the lot owners at the time the alteration, deletion or amendment is proposed.

Duration: The covenants are restrictions of this Declaration and shall remain in effect for a period of twenty (20) years from the date hereof and thereafter shall automatically continue to be in effect for additional periods of five (5) years unless terminated or otherwise limited or enlarged by the recording of an instrument executed and acknowledged by the owners of at least 75% of the lots covered by this declaration.

Executed at Green Bay, Wisconsin this 29th day of October, 2018.

The Developer: Meacham & Co., LLC

Deborah J Meacham

Member

State of Wisconsin

Brown County

Subscribed and sworn to before me this

29th day of October, 2018.

Mandi Hultman

Notary Public: Mandi Hultman

Brown County, Wisconsin

Commission Expires: June 14, 2022

This document drafted by: Deborah L Meacham, Member of Meacham & Co., LLC.

