

1743821

Document Number

Document Title

BROWN COUNTY
REGISTER OF DEEDS
CATHY WILLIQUETTE

2000 MAR 14 P 1:45 ;

Declaration of Restrictive Covenants

The undersigned developers and owners having an interest in the hereinafter described real estate for the purpose of enhancing and protecting the attractiveness and value of said real estate, hereby declare that all the real property herein described and each part thereof shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which shall constitute covenants, running with land and shall be binding upon all parties having any right, title or interest in the hereinafter described property or any part thereof, their heirs, personal representatives, successors or assigns and the covenants contained herein shall insure to the benefit of each owner thereof.

Recording Area

Name and Return Address:
Ronald M. Umentum
2513 Allouez Avenue
Green Bay, WI 54311

PREMISES:

The Restrictive Covenants set forth below apply to Lots 5 through 12 according to the recorded plat of Muirwood Manor Subdivision; lots 1 through 4 39 C.S.M. 95 and lots 1 through 4 40 C.S.M. 202 located in the City of Green Bay, Brown County, Wisconsin.

ENFORCEMENT:

The owner of any covered lot, or the owner of any interest, therein, is authorized to commence and maintain legal proceedings, either at law, or in equity, against any party or person who shall violate any of the restrictive covenants, for the purpose of barring, enjoining or terminating such violation, and for the additional purposes of recovering damages for such violation if damages are appropriate.

PARTIAL INVALIDITY:

The invalidation of any of these restrictive covenants by final order or by final judgment of a court of competent jurisdiction shall not affect the enforceability of the remaining covenants, all of which shall be in full force and effect.

RESTRICTIVE COVENANTS:

1. Completion of exterior construction. The exterior of a building erected on the premises must be completed within one (1) year after commencement of the general construction on the building.
2. Landscaping. The grading, topsoil, seeding and/or sodding of lots must be completed within one (1) year after completion of general construction on the property.
3. Limitation of Accessory Buildings. Not more than one accessory building may be constructed on any lot. Accessory buildings are to be constructed with the same type of material as the dwelling. Flat roofs on accessory buildings are prohibited. An accessory building shall not exceed 150 square feet.
4. Square footage requirement. Construction on the dwelling may not commence until plans for such dwelling meet the following minimum requirements:
 - A. Homes built on lots 1 thru 4 39 CSM 95 and lots 1 thru 4 40 CSM 202 must have 2100 square feet of living space for a ranch style home and 2500 square feet of living space for a two story home.
 - B. Homes built on Lots 7 and 8 of Muirwood Manor Subdivision must have 2400 square feet of living space for a ranch style home and 2800 square feet of living space for a two story home.
 - C. Homes built on lots 5, 6, 9, 10, 11 and 12 of Muirwood Manor Subdivision must have 2600 square feet of living space for a ranch style home and 3000 square feet of living space for a two story home.

All Square footage minimum requirements exclude basement, breezeway or attached garages.

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5. Building Material. All sides of the dwelling facing a public street must be fully constructed with a masonry product.
6. Driveways. All driveways must be hard surfaced within six (6) months after completion of home.
7. Swimming Pools. All pools must be in ground and plans must be approved by the Architectural Review Committee.
8. Setback. The following are the minimum set backs:
 - A. Lots 2, 3 and 4 39 CSM 95 and lots 4, 2 and 3 40 CSM 202 shall have a minimum setback of 35 feet.
 - B. Lots 1 39 CSM 95 and lot 1 40 CSM 202; lots 7 and 8 of the recorded Plat of Muirwood Manor shall have a minimum setback of 30 feet.
 - C. Lots 5, 6, 9, 10, 11 and 12 of the recorded plat of Muirwood Manor shall have a minimum setback of 40 feet.

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9. Fencing. Chain link fencing is prohibited. All other fencing must be constructed with the finished side facing out and maintained at all times.
10. Mobile or Modular Homes. All homes must be site constructed. No building erected or assembled elsewhere shall be moved onto any lot. No prefabricated, manufactured or mobile homes shall be placed or erected on any lot.
11. Limitation of outside storage. Other than conventional vehicles, all other types of vehicles such as, but not limited to, motor homes, snowmobiles, recreation vehicles and trailers of all types, shall not be parked or stored overnight on any part of the front or side yard of the premises for a continuous period of three (3) twenty-four hour periods in one calendar year and parked on a paved surface.
12. Satellite dishes. Satellite dishes in excess of 24" may not be placed in the front or side yard of any lot unless it is completely screened and not visible from the street.
13. Decorative address column. Each lot shall install a minimum of one masonry decorative column with light and address attached. Light to have a dusk to dawn switch. Column shall be a minimum of 18" wide with address facing the street.
14. Mailboxes. Mailbox location and type shall be approved by the Architectural Review Committee.
15. Roof Pitch. Roof Pitch shall not be less than 6/12 pitch.
16. Animal Shelters. No animal shelters will be allowed.
17. No building shall be erected on any lot until a copy of the plans showing the nature, size, kind, shape, height, materials, location and grade of the structure be first submitted to and approved in writing by Architectural Review Committee.

These Restrictive Covenants shall be effective this 14th day of March, 2000.

Ronald M. Umentum
Ronald Umentum, Owner

Kenneth Jossart
Kenneth Jossart, Owner

David Umentum
David Umentum, Owner

Paul T. Kosmoski
Paul T. Kosmoski, Owner
Moski Corp.

Subscribed and sworn to before me this 10th day of March, 2000.

Vivian M. Holtger
Notary Public

My Commission Expires: 04/28/02

