

**Declaration of Restrictions and Covenants  
for Third Addition to Spring Meadows**



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Tx:40220094

**2748725**

CATHY WILLIQUETTE LINDSAY  
BROWN COUNTY RECORDER  
GREEN BAY, WI  
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Document Number

Document Title

**Parcel Nos.** VA-1118-1  
VA-1118-2  
VA-1118-3  
VA-1484  
VA-1485  
VA-1486  
VA-1487  
VA-1488  
VA-1489

Recording Area

Name and Return Address

Spring Meadows LLC  
2525 S Oneida Street  
Appleton WI 54915

*WCS*

(see left)

Parcel Identification Number (PIN)

**RESTRICTIONS AND COVENANTS FOR SPRING MEADOWS LLC  
3<sup>RD</sup> ADDITION TO SPRING MEADOWS**

WHEREAS, Spring Meadows LLC (the "Owner" or the "Developer") contemplates the sale and transfer of various parcels and lots in the following described real estate situated in Brown County, Wisconsin, (the "Property" or the "subdivision") further described as:

Lot One (1), Two (2) and Three (3), Volume 60 Certified Survey Maps, Page 32, Map No. 8494; said map being all of Lot Town Hundred Thirty-Seven (237), according to the recorded plat of 2<sup>nd</sup> Addition to Spring Meadows, in the Village of Ashwaubenon, Brown County, Wisconsin.

and

Lots Two Hundred Thirty-Eight (238) through Two Hundred Forty-Three (243), 3<sup>rd</sup> Addition to Spring Meadows, Village of Ashwaubenon, Brown County, Wisconsin.

AND, WHEREAS, such Owner believes it advisable to establish protective covenants and restrictions which will preserve and protect the desirability, beauty and value of the above described Property for the benefit of all the owners thereof and their heirs, personal representative, successors and assigns.

NOW THEREFORE, in consideration of the aforementioned purposes, it is agreed that the following protective covenants and restrictions are established and binding upon the above-described property:

1. **PURPOSE.** The purposes of these restrictions is to insure the use of the Property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to insure to each site owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of the site than is necessary to ensure the same advantage to the other site owners.
2. **LAND USE AND BUILDINGS.** All lots will be used for single-family dwellings only. No building shall be erected, altered, placed, or permitted to remain on any single family lot other than one single-family dwelling not to exceed two and one-half stories in height and a private attached garage for not more than four cars. All homes must have a roof with a minimum of a 6/12 pitch. All exposed concrete on porches must have brick or stone veneer face. Landscaping must be completed within one year of constructions of home. Permanent lawns must be established with grades in conformance with the approved drainage plan within one (1) year after initial occupancy of any home. All homes must have an attached garage.
3. **MINIUMUM FLOOR AREA AND DESIGN.** The square footage of the main structure, exclusive of open porches, breezeways, and garage shall not be less than the following, with plan approval by the above named Developer. All other building designs including split level structures are subject to plan approval by the Developer of the aforementioned subdivision.

Lots One (1), Two (2) and Three (3), Volume 60 Certified Survey Maps, Page 32, Map No. 8494; said map being all of Lot Two Hundred Thirty-Seven (237), according to the recorded plat of 2<sup>nd</sup> Addition to Spring Meadows, in the Village of Ashwaubenon, Brown County, Wisconsin.

And

Lots Two Hundred Thirty-Eight (238) through Two Hundred Forty-Three (243), 3<sup>rd</sup> Addition to Spring Meadows, Village of Ashwaubenon, Brown County, Wisconsin.

Ranch – 1600 square feet minimum and 50% brick fronts

1 ½ Story – 1350 square feet 1<sup>st</sup> floor and 1800 square feet total minimum

2 Story – 1100 square feet 1<sup>st</sup> floor and 2200 total minimum

**PLEASE NOTE:** All square foot requirements may not include breezeways, porches, or attached garage space. All homes must have an attached garage of not less than 500 square feet.

4. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
5. **SIGNS.** No signs of any kind shall be displayed to the public view on any lot except (1) one professional sign of not more than one square foot; (2) one sign of not more than five square feet advertising the property for sale; (3) one sign of not more than ten square feet used by a builder to advertise the property during the construction and sales period.
6. **ANTENNAS AND DISHES.** No external antennas unless approved by the Architectural Review Committee, and no satellite dishes over 24" in diameter will be allowed.
7. **SET BACKS.** All dwellings shall be set back not less than (30) feet in the Village of Ashwaubenon from the property line in the direction that the building faces, unless a greater distance is required by Brown County Zoning Ordinances. All side yards shall conform to the Village of Ashwaubenon Ordinances.
8. **BASEMENT AND GARAGE CONCRETE.** All homes shall have basements and all garages shall have standard four-foot concrete foundation walls. No wood foundations allowed.
9. **COMPLETION.** All homes and garages shall be completed before home is occupied, except for the interior of the lower level of split-levels and ranches.
10. **USED BUILDINGS.** No used building shall be moved onto any lot.
11. **HEIGHT.** No dwelling shall exceed two and one-half stories in height above the finished grade.
12. **TEMPORARY STRUCTURE.** No structure of a temporary nature, trailer, tent, shack, barn or similar structure shall be permitted on any lot either temporarily or permanently. No structure other than a fully completed residence shall be occupied.
13. **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 material shall be placed or permitted to remain which may change or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which 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 company is responsible.

14. **TRASH.** All trash and waste shall be kept in sanitary containers. Each lot owner is required to perform maintenance and upkeep of their lot. No trash, waste, brush, weeds or long grass is permitted. Seller is not liable for any unauthorized dumping of lawn clippings dirt, brush, or other materials deposited on lot or in drainage way after closing.
15. **GRADES.** All grades shall be in accordance with the approved drainage plan.
16. **PETS, LIVESTOCK AND POULTRY.** No animals, livestock, poultry, fowl, reptiles, or pigeons of any kind shall be raised, or bred, or kept on any lot with the exception of a dog or cat, which shall be limited in number to a total of two in any one household, or goldfish, a parakeet, or a hamster, provided that said pets are not kept, bred or maintained for any commercial purpose. However, nothing contained herein shall be construed to permit the keeping of any dog, cat or other pet which shall in any way constitute a nuisance.
17. **DIVISION OF LOTS.** No lots shall be re-subdivided to create a larger number of lots and not more than one residence shall be erected or constructed upon any lot.
18. **EXCESS and BUILDING MATERIAL.** So long as Developer owns any lot, Developer reserves the right to direct the disposition of any dirt which is to be removed from the lot. However, such disposition as directed by Developer shall be within a one-mile radius of the lot. No building material shall be placed on any lot more than thirty (30) days prior to the date that construction is to begin.
19. **PLAN APPROVAL.** An Architectural Review Committee consisting of one or more members shall be appointed by the Developer. The Architectural Review Committee shall be charged with the power to pass approval of all plans of residences to be constructed in the subdivision. No residence may be constructed without approval of the Architectural Review Committee. The Architectural Review Committee shall be given a complete set of plans whereby the Committee shall approve or deny the design and location. The external design shall be harmonious and conform to set back lines. Variations are to be approved only where in the opinion of the Committee it is deemed to be harmonious and pleasing to the effect of the entire neighborhood or where variations are required by the topography of the land. Refusal or approval of plans and specifications by such Committee may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Committee shall seem sufficient. A copy of blueprints may be kept by the Architectural Review Committee. Any changes to plans after submission must be resubmitted to Committee for approval prior to implementation of changes.
20. **CAGES.** No cages of any kind used to house any type of animal outdoors will be constructed in the view of any surrounding neighbor.
21. **FENCING and SWIMMING POOLS.** The Architectural Review Committee must approve all fencing and swimming pools prior to installation. All fences and swimming pools will be subject to the sole discretion of the Developer and/or the Architectural Review Committee. All plans must be submitted prior to the installation of either.

22. **HOME EXTERIORS.** No bright blue or yellow or bright neon colors are allowed in Spring Meadows. Soft shades of these colors are allowed with plan approval of the Architectural Review Committee.
23. **TERMS.** The covenants and restrictions herein contained shall be in effect until January 1, 2035 after which time they shall be automatically extended for successive periods 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 paragraph.
24. **EASEMENT APPURTENANT /AMENDMENT.** 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 of the subdivision. 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 sale in the subdivision.
  - (b) after the Developer has sold all lots, the owners of at least 75% of the lots identified in these Restrictions and Covenants.This written Declaration shall be recorded in the office of the Register of Deeds for Brown County, Wisconsin.
25. **ENFORCEMENT.** Enforcement of these covenants and restrictions shall be by proceeding at law or in equity against any person or person violating or attempting to violate any covenant or restriction, either to restrain a violation or to recover damages including attorney's fees. Enforcement may be had by any owner of a lot in the subdivision.
26. **SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
27. **ACCESSORY BUILDING.** One accessory building of not more than 144 square feet is allowed providing its roofing, siding and soffit match the lot's residence's structure in both color and design.
28. **STREET LIGHTING.** Power used for street lighting in Spring Meadows Subdivision will be paid by the Village of Ashwaubenon.
29. **OTHER.** All campers, recreational vehicles, boats, trailers, and garden tractors must be stored inside. No bus, large truck or semi tractor and/or trailer shall be parked anywhere within the exterior boundaries of all phases or additions to the Spring Meadows unless they are there less than 48 hours to allow time for cleaning and packing.
30. **OTHER.** During construction, no access to the building site shall be allowed 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 for the restoration of said property to its pre-damaged condition.

31. Any basement windows to be placed below grade must be approved by the Village of Ashwaubenon Building Inspection.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 24<sup>th</sup> day of June, 2016.

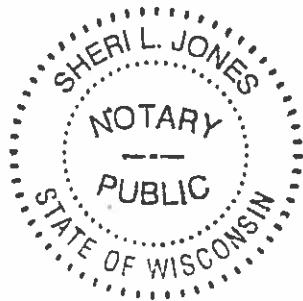
Spring Meadows, LLC


By 

Van's Realty & Construction of Appleton, Inc., Member  
by Jason Haen, its President

STATE OF WISCONSIN      )  
  SS  
COUNTY OF WINNEBAGO    )

Personally came before this 24<sup>th</sup> day of June, 2016, the above-named Jason Haen to be known to be the persons who executed the foregoing instrument and acknowledge the same.



  
Sheri L Jones

Notary Public, State of Wisconsin

My commission expires 12/26/2017

**This Instrument drafted by:**  
Thomas S. Wroblewski, S.C.  
by Thomas J. Wroblewski  
180 Main Street  
Menasha WI 54952  
Ph. 920-722-7229