

647930



RESTRICTIVE COVENANTS

Document Number

Document Title

Pertaining to all lots and outlots of Swan Ridge Subdivision, the legal description as follows,

All of lot 3 and lot 4 of C.S.M. 4800 and all of Lot 1 and Lot 2, and outlot 1 of C.S.M. 5393 all located in part of the NE 1/4-NE 1/4, section 24, T22n. R11E. City of waupaca, Waupaca County, Wisconsin

19-
WAUPACA COUNTY
RECEIVED FOR RECORD

JUL 09 2002

AT 1 O'CLOCK ^{9m} P.M.
GEORGE E. JORGENSEN
REGISTER OF DEEDS (5)

Recording Area

Name and Return Address

D C Paso LLC.
605 E. Lake St
Waupaca Wi. 54981

34-24-73-2 through
34-24-73-25

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. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee; Wisconsin Statutes, 59.43(2m) WRDA 10/99

DECLARATIONS OF RESTRICTIVE COVENANTS

Declaration of conditions, covenants, restrictions and assignments for the development of Swan Ridge, hereinafter collectively referred to as covenants.

Being Lot 1, facing Brainerd Road, and Lots 2 to 21, facing and/or adjoining Thomas Trail and Cherokee Circle, all in the City of Waupaca.

The legal description of said property is as follows, All of lot 3 and lot 4 of C.S.M. 4800 and all of lot 1, lot 2, and outlot 1 of C.S.M. 5393 all located in part of the NE 1/4, NE 1/4, section 24, T22N, R11E, City of Waupaca, Waupaca County, Wisconsin

Whereas, D C Paso LLC., referred to as the developer, is the owner of said Lots in Swan Ridge. It is the developer's desire to control the purpose for which the lots are used, to maintain a high standard of quality with respect to the development and maintenance of the lots and structures constructed thereon. It is the intent of the developer to obligate the owners of the lots or any part thereof to be bound by certain conditions, restrictions, reservations and easements for the benefit and protection of the investment of every and all lot owners.

NOW, THEREFORE, the developer hereby declares and provides that all of the above mentioned lots in Swan Ridge, are hereby subject to the following covenants, certain lots may contain additional restrictions as noted on the last page of this document.

1. SINGLE FAMILY RESIDENCES

The lots shall be used for single family residences only, with a minimum of a two car garage and it must be attached to the dwelling.

No detached garages. The garage shall be constructed at the same time as the initial construction. No motor vehicle, R V, trailer, basement, tent shack, barn or outbuilding shall at any time be used as a residence.

2. PETS

Only domestic animals may be kept on any lot owner's premises at any time and only in a number of said pets which prudent persons would consider normal. No other animals, livestock or poultry of any kind shall be raised, bred or kept on any lot is prohibited. Commercial animal boarding or kenneling whether for fee or not is absolutely prohibited.

3. LOT APPEARANCE

The lot buyer shall be responsible for maintaining the lot in a neat, orderly and attractive fashion. Prior to construction the lot may be kept in it's natural state.

4. RELOCATION OF EXISTING STRUCTURE IS PROHIBITED

No buildings constructed elsewhere shall be moved onto any lot.

5. LOT OWNERS MUST INSTALL SIDEWALKS

The lot owners must install sidewalks, it should be done at the time that the driveways are constructed. The idea is to fit the driveway and sidewalks together, also this will prevent damage to lawns or landscape in the future. Construction will take place in the parkway which is currently part of the 60 ft. wide street easement. The parkways are approximately 13 ft wide from the curb

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5. Continued

to the lot's property line. None of the lot owner land will be used for sidewalk construction, but the lot owner is responsible for maintaining the parkway adjacent to their property before and after sidewalk construction.

6. UTILITY EASEMENTS

Lot buyers shall honor all easements concerning public utilities in regard of/ for the benefit of the Swan Ridge development. There will a 25 foot utility easement which borders Brainerd Road that may have a direct effect on lots 1 & 2. A 60 foot City owned parcel extends from the end of the cul de sac at the end of Thomas Trail and runs between Lots 11 & 12. The lot owners may have use of this land and must maintain such land, but cannot construct any thing of a permanent nature. The parcel approx. 107 ft. runs from the curb to the north boundary of Swan Ridge subdivision. Although considered as City street right of way, it is assumed to never be of any use to the city.

7. SIGNS

No signs of any kind shall be displayed to the public view on any lot with the exception of one professional sign not larger in size than 2' X 2' or 1 sign not more than SIX square feet for the purpose of advertising the property or contractor during the construction and/or sales period.

8. NUISANCE

No activity of any kind shall be conducted on or equipment or machinery used on the premises or the property of the owner that will create any unusual noise, vibration, glare, fumes, odors or electrical interference. Any prementioned disturbance which goes beyond lot boundaries and is detectable to normal senses shall be prohibited, except when in connection with construction or repair and maintenance of the property.

9. TEMPORARY BUILDING AND STRUCTURES

No temporary building or structure shall be occupied for living purposes at any time.

10. VEHICLES AND EQUIPMENT

No vehicles except those used in regular personal transportation shall be parked or stored on any lot unless parked or stored within the garage. Only 1 seasonal recreational vehicle of any kind will be allowed to be parked or stored outside of the garage during the season of it's use time. By definition, boats, campers, trailers, snowmobiles, 4 wheelers, etc, etc. No unit of any kind longer than 24 ft. shall be parked or stored on any lot for more than 14 days. No vehicle or R V of any kind shall be parked or stored prior to the owner occupying the dwelling.

11. TRASH

All trash and waste shall be kept in sanitary containers. These containers will not be placed in the front on any dwelling prior to the day before the regularly scheduled pickup, except as may authorized by city ordinance.

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12. FENCES

Fences are permitted provided they fall into one of these categories: split rail, chainlink, decorative cedar or decorative picket. The exterior and interior of solid fences must be similar.

13. DWELLING SIZES

Each residential structure shall have the minimum size requirements. No less 1,640 sq. feet of living space for ranch style, bi-level, or tri-level homes and 1,980 sq. feet for two story homes. Living space is defined as those levels above the exterior finished grade, not including garages, decks, porches or breezeways.

14. BUILDING REQUIREMENTS

- (a) All roof pitches shall be 6/12 or greater.
- (b) Aluminum, steel, vinyl, brick, stone and decorative wood siding is permitted. Textured 1-11", hardboard or similar siding is not permitted. All wood siding must be sealed, stained or painted. Trim, siding and roof colors should be coordinated as to provide the most esthetic combination.
- (c) Every residential structure erected shall have its external construction completed and the lot fully landscaped within 12 months from the date of the building permits issuance, except for delays created by acts of God. No dwelling shall be occupied prior to its external completion.
- (d) All driveways from the garage to the lot line shall be paved with either asphalt or concrete within 1 year of the date of occupancy.
- (e) No modular or premanufactured ranch style (single floor only) living space will be permitted and absolutely no dwellings that do not meet U D C are allowed.

15. LANDSCAPING

No lot owner shall cause the obstruction of any swale or drainage way whether protected by easement or designated OUTLOT or whether it is in existence at the time of development so as to impede the flow of surface water from their or other lots through a swale or drainage way. This shall include storm water passage through spillway, storm sewer or curb.

The planting of decorative shrubs, plants, trees and flowers is highly encouraged; however complete screening of the lot front is prohibited. The developer intends to beautify Swan Ridges entrance with landscaping and wild flowers.

16. SUBDIVIDING OF LOTS

Any redivision of lots is strictly prohibited.

17. ZONING

All lots and improvements to lots are subject to current and future applicable zoning laws, ordinances and building codes.

18. OUTLOTS

Any owner of a lot which borders an outlot may not in any way remove any natural growth, plants or stone whether natural or constructed from an

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outlot. The owners of lots 1, 2, 3 or 4 shall in case that their lawns or grasses from outlot land grow to heights restricted by city ordinance maintain their property and bordering outlot land.

19. GREENSPACE

The owners of lots 5, 6, 7, and 8 whose lot lines border Swan Park on the north will be required to keep a 20 foot natural border between their lawns and park property.

20. ENFORCEMENT

The developer and/or the owners benefiting by this Declaration may enforce these conditions, restrictions and covenants by using any available legal or equitable remedy including affirmative or restrictive injunctions. In the event of litigation to enforce these conditions the nonperforming party of the violating party shall reimburse the developer and/or owners for all out of pocket expenses, including actual attorney's fees and court costs, which are incurred while successfully enforcing these covenants.

21. TERMS

This declaration shall run with the land and shall be binding on all owners of lots covered by this document for a period of 25 years from the date this document is recorded. After that time they shall automatically stand renewed for successive 10 year periods unless and instrument terminating or changing such covenants in whole or in part is signed by at least two-thirds of the existing lot owners and is recorded in the office of the Waupaca County Register of Deeds.

22. VALIDITY

Invalidation of any of these covenants or any severable part of any covenant by judgment or court order, shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties (members) have executed this agreement at Waupaca, Wisconsin, this the 9 day of July, 2002

Member, David W. Dietz

David W. Dietz

Member, Mary J. Carroll

Mary J. Carroll

State of Wisconsin)

) ss.

County of Waupaca)

Personally came before me this the 9th day of July, 2002, David W. Dietz and Mary J. Carroll to me known to be the persons who executed the foregoing and acknowledged the same.

Jill D. Meyer
Notary Public, State of Wisconsin

My Commission Expires: 7/16/05

This Instrument, Drafted by; David W. Dietz

AMENDMENTS TO DECLARATIONS OF RESTRICTIVE COVENANTS – SWAN RIDGE

Whereas, D.C. Paso LLC is the developer of Swan Ridge, and

Whereas, D.C. Paso LLC previously recorded declarations of restrictive covenants on July 9, 2002, in the office of the Register of Deeds for Waupaca County, as Document No. 647930, and

Whereas, D.C. Paso LLC is the owner of the following described real estate located in Waupaca County, Wisconsin, to wit:

Replat of Swan Ridge. All of Lot 3 and Lot 4 of C.S.M. #4800 and all of Lot 1, Lot 2 and Outlot 1 of C.S.M. #5393, all located in part of the N.E. ¼ – N.E. ¼, Section 24, T22N, R11E, City of Waupaca, Waupaca County, Wisconsin. Also being all of Lots 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 & 21 of "Swan Ridge". Recorded in the office of the Register of Deeds for Waupaca County on March 1, 2005 in Cabinet C, Slide 59 B as Document No. 704994.

Whereas, D.C. Paso LLC desires to change certain restrictive covenants to improve the orderly development and use of land in Swan Ridge, and

Whereas, it is the developers' desire to control the purposes for which the lots are used, to maintain a high standard of quality with respect to the development and maintenance of the lots and structures constructed thereon. It is the intent of the developer to obligate the owners of the lots or any part thereof to be bound by certain conditions, restrictions, reservations and easements for the benefit and protection of the investment of every and all lot owners.

NOW, THEREFORE, the developer hereby declares the following conditions, covenants, restrictions and amendments to previous restrictive covenants. All of the above mentioned lots in Swan Ridge, are hereby subject to the following covenants. Certain lots may contain additional restrictions as noted on the last page of this document.

1. SINGLE FAMILY RESIDENCES

The lots shall be used for single family residences only, with a minimum of a two-car garage and it must be attached to the dwelling. No detached garages. The garage shall be constructed at the same time as the initial construction. No motor vehicle, RV, trailer, basement, tent, shack, barn, or outbuilding shall at any time be used as a residence.

must be sealed, stained or painted. Trim, siding and roof colors should be coordinated as to provide the most esthetic combination.

- c) Every residential structure erected shall have its external construction completed and the lot fully landscaped within 12 months from the date of the building permits issuance, except for delays created by acts of God. No dwelling shall be occupied prior to its external completion.
- d) All driveways from the garage to the lot line shall be paved with either asphalt or concrete within 1 year of the dated of occupancy.
- e) No modular or pre-manufactured homes allowed. All homes must be consistent with standard design practices. Absolutely no dwellings that do not meet UDC are allowed.
- f) Natural brick or stone (not veneer) must be used on front of house. Not to be less than 60 square feet and must include front entry.

14. LANDSCAPING

No lot owner shall cause the obstruction of any swale or drainage way, whether protected by easement or designated OUTLOT or whether it is in existence at the time of development, so as to impede the flow of surface water from their or other lots through a swale or drainage way. This shall include storm water passage through spillway, storm sewer or curb.

15. SUBDIVIDING OF LOTS

Any re-division of lots is strictly prohibited. The exception is former Lot 11 with approval of DC Paso LLC.

16. ZONING

All lots and improvements to lots are subject to current and future applicable zoning laws, ordinances and building codes.

17. OUTLOTS

Any owner of a lot which borders an outlot may not in any way remove any natural growth, plants, or stone whether natural or constructed from an outlot. Owners of lots that abut an outlot, agree to maintain the outlot so that the grass or other vegetation is in compliance with all City ordinances. In exchange, the lot owners may have use of this land for their own recreational activities but cannot construct anything on the property. When an outlot is located between two lots, the owners shall split on a 50/50 basis the area to be maintained in the outlot and used for recreational purposes. Each lot owner shall maintain (any may use) the ½ of the outlot which abuts his/her respective lot.

18. GREENSPACE

Owners of lots whose lot lines border Swan Park will be required to keep a 20-foot natural border between their lawns and park property.

more than 16 square feet for the purpose of advertising the property or contractor during the construction and/or sales period. Signs must be removed within 30 days of construction and/or sales.

7. NUISANCE

No activity of any kind shall be conducted on or equipment or machinery used on the premises or the property of the owner that will create any unusual noise, vibration, glare, fumes, odors, or electrical interference. Any aforementioned disturbance, which goes beyond lot boundaries and is detectable to normal senses, shall be prohibited, except when in connection with construction or repair and maintenance of the property.

8. TEMPORARY BUILDING AND STRUCTURES

No temporary building or structure shall be occupied for living purposes at any time.

9. VEHICLES AND EQUIPMENT

No vehicles except those used in regular personal transportation shall be parked or stored on any lot unless parked or stored within the garage. One seasonal recreational vehicle will be allowed to be parked or stored outside of the garage during the season of its use time. "Recreational vehicles" includes, but is not limited to, boats, campers, trailers, snowmobiles and 4-wheelers. No unit of any kind longer than 24 feet shall be parked or stored prior to the owner occupying the dwelling.

10. TRASH

All trash and waste shall be kept in sanitary containers. These containers will not be placed in the front on any dwelling prior to the day before the regularly scheduled pickup, except as may be authorized by city ordinance.

11. FENCES

Fences are permitted provided they fall into one of these categories: split rail, decorative cedar, or decorative picket. The exterior and interior of solid fences must be similar.

12. DWELLING SIZES

Each residential structure shall have the minimum size requirements. Not less than 1740 square feet of living space for ranch style, bi-level, or tri-level homes, and 2040 square feet for two-story homes. Living space is defined as those levels above the exterior finished grade, not including garages, decks, porches or breezeways.

13. BUILDING REQUIREMENTS

- a) All roof pitches shall be 6/12 or greater.
- b) Aluminum, steel, vinyl, brick, stone, and decorative wood siding is permitted. Textured 1-11". Hardboard or similar siding is not permitted. All wood siding

2. PETS

Only domestic animals may be kept on any lot owner's premises at any time and only in a number of said pets which prudent persons would consider normal. No other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. Commercial animal boarding or kenneling, whether for a fee or not, is absolutely prohibited.

3. LOT APPEARANCE

The lot buyer shall be responsible maintaining the lot in a neat, orderly and attractive fashion. Prior to construction the lot may be kept in it's natural state.

4. RELOCATION OF EXISTING STRUCTURE IS PROHIBITED

No buildings constructed elsewhere shall be moved onto any lot.

5. UTILITY EASEMENTS

Lot buyers shall honor all easements concerning public utilities in regard of/for the benefit of the Swan Ridge development. There is a 25-foot utility easement which borders Brainerd Road that may have a direct effect on the lots abutting Brainerd Road. A 60-foot City owned parcel extends from the end of the cul-de-sac at the end of Thomas Trail and runs between Lot 11 (Swan Ridge) and Lot 14 (Replat of Swan Ridge). The lot owners may have use of this land and must maintain such land, but cannot construct any thing of a permanent nature. The parcel, approximately 107-feet, runs from the curb to the north boundary of Swan Ridge subdivision. Although considered as City street right of way, it is assumed to never be of any use to the city.

No utility pole, pedestal or cable shall be placed so as to disturb any survey monument or obstruct vision along any lot or street line. The unauthorized disturbance of a survey monument is a violation of s. 236.32 of Wisconsin Statutes. Utility easements set forth herein are for the use of public bodies and private public utilities having the right to serve this subdivision.

Lots 4, 8, 11, 12, 16 & 17 have dual sewer & water laterals due to the fact that the lots in "Swan Ridge" were significantly larger than the lots in "Replat of Swan Ridge". The easement areas designated as "Sanitary & Water Lateral Easement" are created to allow Lots 5, 7, 10, 13, 15 & 28 to be served from the sewer & water laterals located on the adjacent lots. The construction of fences, walls, shrubs and any form of landscape improvement which would hinder maintenance or hook-up of service to these laterals is strictly prohibited and shall be enforced by the City of Waupaca.

6. SIGNS

No signs of any kind shall be displayed to the public view on any lot with the exception of one professional sign not larger in size that 4' x 4', or one sign not

