

# DECLARATION OF RESTRICTIVE COVENANTS FOR WHITE HAWK MEADOWS II SUBDIVISION

A Subdivision Located in the Town of Grand Chute,  
Outagamie County, Wisconsin

Lots 95 and Outlot 23, lot 96 and Outlot 24, and lots 97, 98, 99 and 100, Town of Grand Chute, Outagamie County, Wisconsin.

**Rubble Development, LLC**, the owner of all of the lots in White Hawk Meadows II subdivision located in the Town of Grand Chute, Outagamie County, Wisconsin, makes the following declaration as to limitations, restrictions, and uses to which the lots in White Hawk Meadows II Subdivision (the "Subdivision") may be put. These declarations shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and persons claiming under them, for the benefit of, and limitations on, all future owners and persons claiming under them.

1. **Purpose.** These covenants are set forth to ensure the use of the property within the Subdivision for residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to assure each lot owner the full benefit and enjoyment of their lot and home, with no greater restriction on the free and undisturbed use thereof than is necessary to ensure the same advantages to all of the other lot owners.
2. **Land Use and Building Type.** No lot, except with the prior written approval of Rubble Development, or its assigns, whether alone or in combination with one or more other lots in this Subdivision, shall be used except for single-family residential purposes and restricted as follows:
  - a. All dwellings, except with the prior written approval of Rubble Development, shall have not less than a two-car garage attached thereto.
  - b. All dwellings shall have a roof pitch of not less than 6/12.
  - c. One, single-story storage shed shall be allowed per lot. Plans and specifications for such storage shed shall be submitted to Rubble Development for written approval prior to commencement of construction. The shed shall be located near to the rear of the dwelling on said lot, shall have a maximum storage area not to exceed 144 square feet, and shall be constructed in a style of materials that are similar to those used in the construction of the dwelling located on said lot.
  - d. Rubble Development may require that any or all builders obtain the prior written approval of Rubble Development before commencing construction of any dwelling in the Subdivision.
3. **Architectural Control.** As long as Rubble Development owns any lot in the Subdivision, no dwelling or other house or structure or fence may be erected on any lot in this Subdivision until the plans and specifications have been submitted to and approved by Rubble Development. All plans and specifications shall be delivered to: Rubble Development, LLC  
425 E Haddonstone Drive  
Appleton WI 54913-6313

If Rubble Development fails to approve or disapprove such plans and/or specifications within 30 days after they have been received, said plans and specifications shall be deemed to have been approved.

4. **Setback Lines.** Setback lines shall conform to local zoning regulations except that Rubble Development may, in promoting overall harmony, establish other requirements in addition to such regulations.
5. **Minimum Floor Area and Design.** All structures to be erected in the Subdivision shall be of pleasing external design and shall conform with all established setback lines, and any dwelling which fails to conform to the specified minimum areas shall not be permitted on any lot, except with prior written approval of Rubble Development. **All ranches to have a minimum of 1/3 masonry front, or 1/3 vinyl cedar shake siding.** The square footage of the main structure, exclusive of open porches, breezeways and garages shall not be less than:

<b>One-story</b>	<b>1600 sq. ft.</b>
<b>Story and a half</b>	<b>1850 sq. ft.</b>
<b>Two-story</b>	<b>2000 sq. ft.</b>
<b>Split-Level</b>	<b>2000 sq. ft.</b>

6. **Basement.** All homes shall have either basements or standard four-foot footing walls.
7. **Grade.** No structure or lawn shall be permitted until proper grades for each have been set, in accordance with the approved drainage plan for the Subdivision. The cost of which shall be borne by the lot owner.
8. **Drainage.** No lot owner shall block, dam or otherwise obstruct the flow of surface water drainage so as to cause such water to backup 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, as a part of the post-home construction finishing/grading/landscaping process is responsible to bring his or her lot into compliance with the approved Subdivision drainage plan.
9. **Vacant Lot Maintenance.** The lot owner is required to perform all necessary maintenance/upkeep on the lot and right-of-way areas. No trash, waste, brush, weeds or long grass is permitted.
10. **Construction Site.** No building material shall be placed on any lot more than thirty (30) days prior to the date construction is to begin. At all times during construction, the site shall be maintained, to Rubble Development's reasonable satisfaction, in a neat and orderly manner. All trash and waste shall be kept in sanitary containers, and out of public view. Outdoor burning of construction debris is prohibited. Builders and/or lot owners shall maintain a dumpster on each construction site and shall be responsible to ensure such dumpster is emptied as often as necessary to ensure debris does not extend over the top edge allowing it to be blown out and onto surrounding properties.
11. **Fill.** Rubble Development reserves the right to direct the disposition of any fill, including excess excavation fill which is to be removed from any lot, at the lot owner's expense. However, such disposition as directed by Rubble Development shall be within a one-mile radius of the lot from which it is being removed. If Rubble Development does not require specific disposition of any excess fill, the lot owner shall be responsible to locate a site for such disposition and pay all costs associated therewith.
12. **Completion of Home.** Construction of all residential buildings shall be completed prior to occupancy and within twelve (12) months of the start of construction. Lawns shall be completed within (1) year of occupancy.
13. **Driveways.** All dwellings shall, within one (1) year of completion of Permanent Street paving, install a paved driveway of stable and permanent construction at least sixteen (16) feet in width and extending from the edge of the finished roadway surface to the vehicular entrance of the garage.
14. **Used Buildings.** No used buildings shall be moved onto any lot.
15. **Accessory Structures.** No accessory structure, including but not limited to storage sheds, swimming pools, swing sets, dog runs, etc. shall be permitted forward of the rear line of the residential structure. All accessory structures must have prior approval of Rubble Development.
16. **Temporary Structures, Outbuildings or Trailers.** Except as may be authorized in writing by Rubble Development, no structures of a temporary nature, as such trailers, mobile homes, campers, tents, shacks, barns or similar structures shall be permitted on any lot either temporary or permanently. No structure other than a completed residence shall be occupied.
17. **Personal Property Storage.** Recreational vehicles, snowmobiles, boats, trailers, mini-bikes, fishing shanties, etc., must be stored inside buildings. They may not be stored on driveways or yard areas.
18. **Signs and Antennae.** No sign or antenna including outside earth stations (satellite dishes) shall be displayed or exposed to the public view except as follows: One sign of not more than six (6) square feet in area advertising the property for sale or by a builder to advertise the property during the construction period, except that Rubble Development, as developer, may utilize signs of any size for advertising properties in said Subdivision for sale.
19. **Unlicensed Vehicles and Salvage Materials.** No unlicensed vehicles or junk yards or storage areas for cars or other salvage materials of any nature shall be permitted on any lot or combination of lots within the Subdivision.
20. **Commercial Business.** Except as may be permitted by local zoning regulations and as authorized in writing by Rubble Development, no commercial business shall be allowed to be conducted at any time from any lot or combination of lots within the Subdivision.
21. **Trash.** All trash and waste shall be kept in sanitary containers. No sanitary container is to be put in front of any dwelling sooner than the day before regularly scheduled pick-up.
22. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to other lot owners or occupants of dwellings in the Subdivision.
23. **Zoning, Health, and Other Laws and Regulations.** All zoning, health and other laws, ordinances and regulations promulgated by any governmental unit having jurisdiction over the Subdivision and which pertain to said Subdivision shall be strictly observed and complied with.

24. **Berm/Fence.** In the event Rubble Development constructs a berm and/or fence in the Subdivision along selected lots, neither current nor subsequent owners of these lots shall alter such berm or the plantings on it, or any fence that may be erected upon it, or elsewhere in the Subdivision.
25. **Trees.** No trees planted or transplanted within the Subdivision by Rubble Development shall be moved, trimmed, cut down or otherwise disturbed without the prior written consent of Rubble Development. It shall be the responsibility of each lot owner to remove and replace any dead or diseased tree on his or her lot within one season after such tree dies or becomes diseased. All replacement trees shall be of like kind, size and quality as the replaced tree and are subject to the approval of Rubble Development. The lot owner is also responsible for replacement of any trees damaged by owner or owner's contractor during the construction of a home on the owner's lot.
26. **Animals.** No animals, except as normal household pets, shall be kept, bred, or raised on any lot in this Subdivision.
27. **Variation.** Variations in any of these covenants may be permitted by Rubble Development where it is reasonably satisfied that such variations will be pleasing and generally in line with adjacent properties and not be a detriment to the Subdivision as a whole.
28. **Enforcement.** If any lot owner or person in possession of any lot or dwelling on any lot within the Subdivision shall violate or attempt to violate any of these covenants, it shall be lawful for any other person owning any lot or owning or occupying any dwelling on any lot in the Subdivision to prosecute and/or commence proceedings at law or in equity against the person violating or attempting to violate any such covenant, either to prevent such person from doing so or to recover damages for such violation or to restrain the violation. In the event that it becomes necessary to commence litigation or retain an attorney to enforce these covenants, the party violating these covenants shall pay for all expenses, including actual attorneys fees and court costs incurred by Rubble Development and/or any owner(s) of a lot(s) who brings any action to enforce these covenants.
29. **Term.** These covenants and restrictions herein contained shall be in effect for a term of twenty (20) years from the date this Declaration is recorded, 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 in accordance with the requirements and procedures set forth.
30. **Amendment.** These covenants may be amended, waived, or removed by the execution and recordation in the office of the Register of Deeds for Outagamie County, Wisconsin, of an instrument executed by owners of not less than two-thirds (2/3) of the lots within the Subdivision, provided that so long as Rubble Development is the owner of any lot or property affected by these covenants, or amendments thereto, no such amendment, waiver or removal will be effective without Rubble Development's prior written consent, in recordable form. Further, so long as Rubble Development shall own any property in the Subdivision, Rubble Development, by itself alone, shall be entitled to amend, waive, or remove said covenants.
31. **Miscellaneous Provision.** All future transfers of any lots shall be made subject to the conditions, covenants, obligations and restrictions contained herein. It is understood that the acceptance of a deed by any purchaser is to be considered as an agreement to observe and abide by such covenants, conditions, obligations and restrictions for the protection and benefit of all owners of lots in Grand Meadows Subdivision.
32. **Invalidity of any Covenants.** Should any one of these covenants for any reason be declared invalid, such declaration shall not affect the validity of the remaining covenants, which remaining covenants shall remain in full force and effect as if these covenants had been executed with the invalid portion thereof eliminated.

## **RUBBLE DEVELOPMENT, LLC**

**Glen A. Scherwinski - Owner/Broker**

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