

## RESTRICTIVE COVENANTS WHITETAIL SUBDIVISION Phase III

The following declaration of covenants, conditions, reservations and restrictions shall be construed as covenants running with the land and are made pursuant to the general purpose of preserving the plat of Whitetail Subdivision, being Lots 12 thru 16, Lot 32, Lots 47 thru 49, Lots 58 thru 62 and Lots 72 thru 76, all located in the Northeast Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 15, Township 24 North, Range 8 East, City of Stevens Point, Portage County, Wisconsin.

**RESIDENTIAL USE.** The lots of Whitetail Subdivision are for single family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanitarium, or professional office or other multiple family dwelling shall be erected, placed, permitted, or maintained on any lot of the Subdivision, or on any part of any such lot. No secondhand or used building or structure shall be at any time moved or permitted on any lot of the Subdivision; all improvements to any lot on the Subdivision shall be limited to new construction consistent with a first class private dwelling house and other structures permitted herein.

**RESTRICTION AS TO CHARACTER OF STRUCTURE USED AS DWELLING.** No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on a tract in the above described subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

**STORAGE OF PERSONAL PROPERTY.** No abandoned, junked or scrapped motor vehicles, equipment or machinery, including but not limited to automobiles, trucks, trailers, campers, buses, old machinery, appliances, mobile homes, or other places of habitation which are on wheels or are of a portable nature, whether or not on wheels, may be placed on any lot in the Subdivision except to the extent the same is fully enclosed in permitted garage or structure. All campers, boats, recreational vehicles, and vehicles used for business purposes must also be placed within a permitted garage or structure. Truck tractors and trailers commonly referred to as "semis" or any similar truck rig shall not be maintained or parked at any time on any lot of the Subdivision. Utility sheds must be built to the rear of all homes and must be harmonious with the house.

**CONSTRUCTION OF IMPROVEMENTS.** All residence construction shall commence within 12 months of purchase of the lot and shall be completed within one year after commencement of such construction or improvements. Each residence dwelling shall be constructed with an attached and/or detached garage constructed of a similar quality material and general appearance as the house. Each residential dwelling shall have the following minimum square footage, exclusive of open porches and garages, as determined by exterior building measurements: 1,800 sq. ft. of living space for each 2 story and 1/2 story dwelling homes, with a minimum of 900 sq. ft. on ground floor; any single story or multiple level (e.g. bi-level), raised ranch, tri-level) must have 1,450 sq. ft. of living area at or above ground level. Detached garages are not to exceed 900 sq. ft.

**FAILURE TO BUILD.** The owner agrees to obtain a building permit and to begin construction within one year from the date of purchase of the lot and to substantially complete construction within 24 months from the date of purchase of the lot. In the event the owner of land purchased from the

City of Stevens Point does not commence construction of the home within one year after the date of purchase, the city shall have the right to re-purchase the land. The city shall serve the owner with a notice of such intent and thereafter owner shall have 30 days to prepare necessary closing documents. The price paid to re-purchase the land shall be the sum of the original purchase price minus 5% of purchase price realtor commission plus all special assessments which may have been paid by the buyer or levied against the property after the date of purchase minus the sum of any unpaid property taxes, proration of the current years' property taxes to date of closing, title insurance policy premium and any liens and encumbrances on the property of a definite or ascertainable amount. Conveyance shall be by warranty deed.

**RESTRICTED ACTIVITIES.** No noxious, dangerous, offensive or nuisance activity shall be carried on upon any lot in the Subdivision; nor shall anything be done on any such lot in the Subdivision which may be or which may become, an annoyance or nuisance to any owner of a lot in the Subdivision. No animals, livestock, pets or poultry of any kind shall be raised, bred, or kept on any lot of the Subdivision, except that dogs and/or cats for non-commercial purposes may be kept provided that they are housed in the residence or a dog house and fenced pen. Such dog houses and fenced pen must be constructed to the rear of any residential dwelling and shall be no closer than fifteen (15) feet to any perimeter lot line; such dog house and pen shall be built of materials of similar style, quality, appearance and type of construction as the residential dwelling, and must be maintained and kept in a clean, sanitary manner so as not to be offensive to any owners of lots in the Subdivision.

**CONSTRUCTION DEBRIS.** All excess earth, stumps, slashings and construction debris must be removed from a lot within six (6) months from the beginning of construction on said lot; under no circumstances shall any such debris be placed or dumped on any other lot in the Subdivision.

**TRASH AND REFUSE.** No lot in the Subdivision shall be used or maintained as a dumping ground for rubbish, trash, refuse, garbage or other waste; all rubbish, trash, refuse, garbage and other waste shall be kept in sanitary containers, stored in garage facilities servicing a lot and promptly and regularly disposed of by personal, municipal, or private disposal service to such areas without the Subdivision as may be approved by governmental law or regulation.

**TREE CUTTING.** In the interest of preserving the beauty and privacy of the Subdivision, at least 25% of the lot must have existing trees preserved or 25% of the lot shall be planted with new trees.

**FERTILIZER USAGE.** Because this subdivision is located in the recharge area for the Stevens Point wellfields, owners are limited to the amount of fertilizer, herbicides, and insecticides spread on the site. Fertilizer usually contains nitrogen, phosphate, and potash. Nitrogen is the most important lawn nutrient but it can contaminate groundwater with nitrate. Owners are encouraged to have their property tested before applying fertilizers or pesticides. If application is necessary, spot applications are preferred rather than general applications. Choose fertilizers high in water insoluble nitrogen. This type of nitrogen is slowly released which helps prevent "lawn burn" and prevents groundwater contamination. If soil tests call for potash, apply it with the fall fertilization. Fertilized lawns shall not exceed a total of 8,000 sq. ft. per lot.

**PRE-FABRICATED STRUCTURES.** Mobile homes, trailers, and double-wide mobile homes shall not be permitted on any lot in the Subdivision unless they meet the architectural requirement.

**FIREWOOD.** Any wood to be used as fuel for fireplaces or stoves on any lot in the Subdivision shall be stored in a permitted garage and/or piled in the rear yard.

**FENCES.** All fences shall be built with wood or wood-like materials except chain link fences are allowed in side and rear yards. Pet kennels shall be visually screened from neighbors.

**UTILITIES AND LANDSCAPING.** All service wiring and piping, including but not limited to electrical, gas, oil, water, sewer, telephone, cable TV, etc. connecting to any permitted structure on a lot shall be underground from the source in the public street or any permitted utility easement. Antennas and satellite receiving "dishes" are permitted providing the diameter of the dish does not exceed two (2) feet. All landscaping and driveways must be completed within one year from the commencement of construction on any lot in the Subdivision. All driveways and walkways shall be constructed with concrete, blacktop, terra-lock, brick, cobblestone or other comparable materials; all driveways shall connect from the primary garage structure to the adjacent public street. Ditches and other storm water conveyances shall not be disturbed or filled.

**LOT SPLITS.** No lot in the Subdivision may be divided into two or more building sites, except a lot may be split if the resulting portions of such lot are added to and used as a part of a single family dwelling site of any adjacent lot. A single lot of the Subdivision, together with a portion or portions of a contiguous lot may be used as one building site for a single family residential dwelling.

**VIOLATIONS AND COVENANTS.** These covenants and restrictions may be enforced by any lot owner of the Subdivision. Such persons may seek enforcement of these restrictions and covenants through judicial proceedings, in law or in equity, including but not limited to injunctive relief to compel compliance with the terms hereof or to prevent violations hereof.

**WAIVER.** No delay or omission on the part of the Owner, or any owner or owners of other lots in the Subdivision in exercising any rights, power, or remedy herein provided, in the event of any breach of the restrictions, covenants, conditions or reservations herein contained, shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Owner or any owner or owners of any breach of these covenants, conditions or reservations, or for imposing restrictions herein which may be unenforceable by any such owner or owners.

**SEVERABILITY.** If any one or more of the foregoing covenants, restrictions, conditions, or reservations is declared for any reason, by a court of competent jurisdiction, to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, restrictions, conditions, and reservations not declared to be void or unenforceable, but all of the remaining covenants, restrictions, conditions and reservations not expressing held to be void or unenforceable shall continue unimpaired and in full force and effect.

**TERM AND EXTENSIONS.** All of the foregoing covenants, restrictions, conditions and reservations shall continue and remain in full force and effect at all times as against the owner of any lot in the Subdivision, regardless of how he acquired title, until a period of 25 years subsequent to the date of recording of these Restrictions with the Portage County Register of Deeds has occurred, on which date these covenants, restrictions, conditions and reservations shall be automatically extended for successive periods of 10 years each, unless within six (6) months prior to the end of the original term or any renewal term, a written instrument in recordable form has been signed by the owners of a

majority of the lots in the Subdivision and recorded with the Portage County Register of Deeds, or its successors, which instrument provides for a change, amendment or cancellation of these restrictions and covenants, in whole or in part. Notwithstanding the foregoing to the contrary, these covenants, restrictions, conditions and reservations may be amended by affirmative written action of 51% or more of the then lot owners.

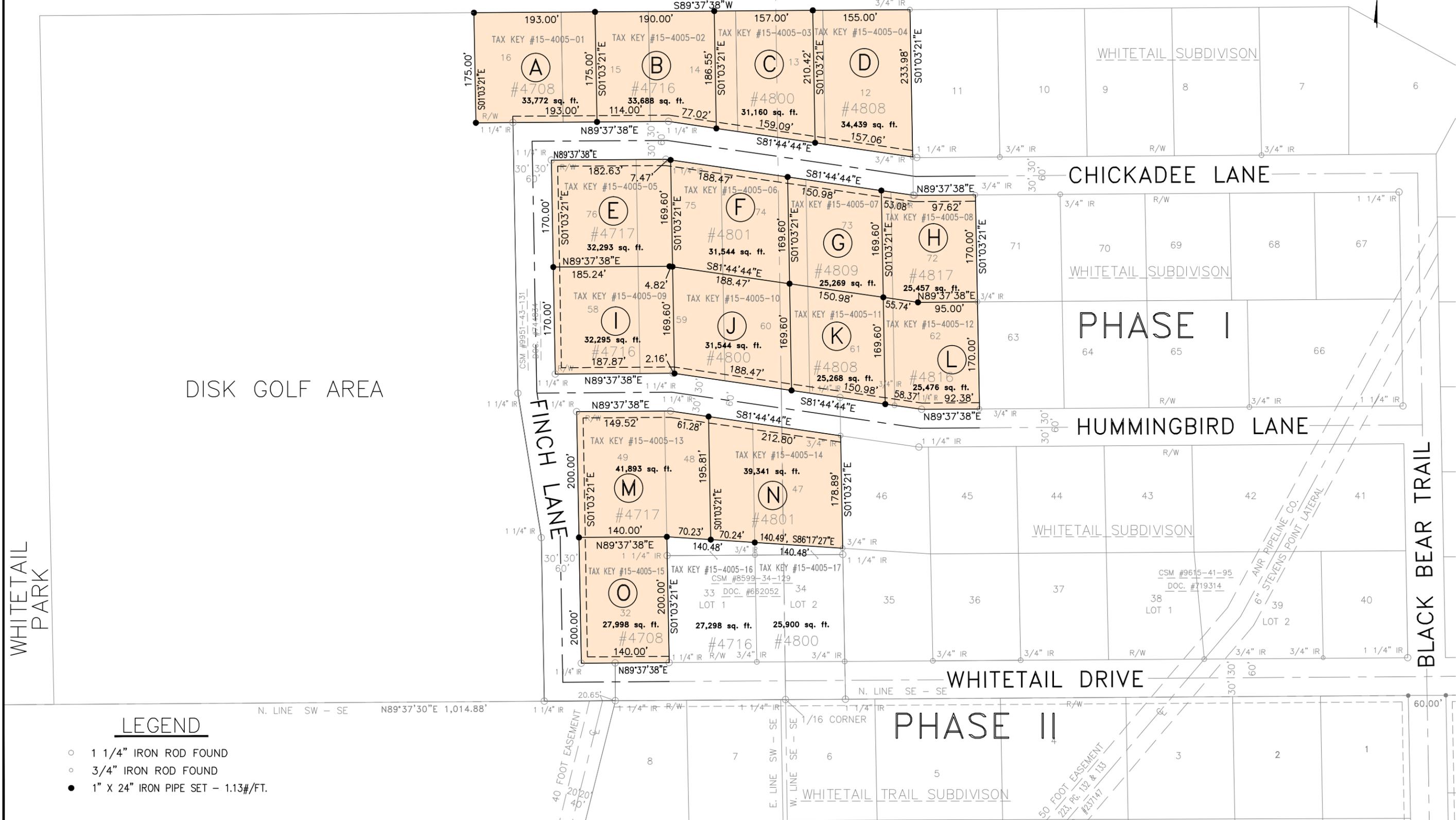
**EXPENSES.** If any owner of a lot in the Subdivision hires legal counsel to enforce any of the foregoing covenants, restrictions, conditions or reservations, all costs incurred in the enforcement, including a reasonable attorney's fees, shall be paid by the owner of the lot or lots determined by a court of competent jurisdiction to have violated the provisions hereof and such enforcing owner or owners shall have a lien upon the lot or lots of the offending owner to secure payment of all such legal expenses.

**ARCHITECTURAL APPROVALS.** No house, garage, or accessory building shall be constructed, erected, materially altered or placed on any lot until the plans, specifications, and site development plan are approved in writing by the undersigned City, or its representative. Guidelines for approval may include: 1) minimum 7/12 roof pitch for a one or one-and-one-half story house, 2) street elevation of all homes shall include at least 2 changes from principal roof including such changes as dormers, porches, or others, 3) foundations exposed more than 18 inches from finish grade shall be composed of or covered in finish materials such as rock-faced block, brick, siding, or other finish material and shall not result in the appearance of a foundation elevated from the finish grade more than 18 inches, and 4) the first floor shall not be more than six feet above the crown elevation of the street. Exceptions to these guidelines may be made in the event the proposed building design demonstrates significant architectural merit. The City Inspection Department shall review the proposed house plans as to outward appearance and design. The review shall be completed with ten (10) days of submittal. Denials may be appealed to the next regularly-scheduled Plan Commission meeting. All improvements to any dwellings, garages or accessory buildings constructed on the property are to be made and completed substantially in accordance with the plans, drawings, and specifications reviewed and approved by the City. A complete written copy of all plans and specifications shall be provided to the City or its designated representative; any amendment and variation to such plans or specifications shall comply with the provisions of this paragraph.

In spite of the foregoing provisions, the City shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this declaration, and no member of the City shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack thereof, in the carrying out of duties. The City shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the City and each of its members on account of any activities of the City relating to such owner's property or buildings to be constructed on his or her property.

WHITETAIL PARK

# PHASE III WHITETAIL SUBDIVISION



### LEGEND

- 1 1/4" IRON ROD FOUND
- 3/4" IRON ROD FOUND
- 1" X 24" IRON PIPE SET - 1.13#/FT.

## CITY OF STEVENS POINT, WISC.

PROJECT: WHITETAIL SUBDIVISION LOT SPLITS  
 IN: WHITETAIL SUBDIVISION  
 FROM: \_\_\_\_\_ TO: \_\_\_\_\_

DESIGNED BY: JBH DATE: 05-10  
 DRAWN BY: PJF DATE: 05-10  
 REVISED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

SCALE: HOR. 1"=150'  
 VER. \_\_\_\_\_

PROJECT NO. **NA**

SHEET NO. **P1**