

Covenants for "The GRAND Pines" Subdivision

In the NE ¼ of the Fractional NE ¼ of Section 34, Township 22 North, Range 6 East, Town of Grand Rapids, Wood County, Wisconsin is where The GRAND Pines subdivision is located.

Ruesch Land Development, LLC is the owner of the above real estate platted at The GRAND Pines, a subdivision in the town of Grand Rapids, as plat is now recorded _____ Volume _____ of Plats page _____ in the office of the Register of Deeds of Wood County, Wisconsin, known as lots 1-46. This Declaration of Covenants, Conditions, and Restrictions is made to the following specific details in keeping the said subdivision desirable, uniform and suitable in architectural design listed below.

House Size

Each residential structure shall have a minimum of the following floor area of finished living space:

- a. Single-story and raised ranch houses shall have not less than 1200 square feet on one floor excluding the garage and porches.
- b. Two-story, split-level and bi-level houses shall not have less than a total of 1600 square feet on the two main living area excluding the garage and porches.
- c. Story and a half must not have less than 1500 square feet on the two main living areas excluding the garages and porches.
- d. All houses constructed must have a private attached garage of not less than 576 square feet or not more than a three car attached garage having a maximum of 1200 square feet and having not more than three garage doors.
- e. Roof pitch; all buildings shall have minimum of 5/12 pitch, unless prior written approval from the developer.
- f. Siding; aluminum, vinyl or wood siding, soffits and fascia will be allowed following the listed restriction:
 1. Type of aluminum or vinyl siding used will be restricted to higher grade double IV or Double V, textured siding.
 2. Most wood siding types will be permitted, however "Texture 1-11" siding or other similar types of siding is not permitted. All wood siding must be stained or painted.
 3. All exterior colors should be earth tones of neutrals and approved by Ruesch Land Development, LLC owners.
 4. There is a 10% masonry or siding shakes requirement for front of house.
 - 5.

Restrictions of Structure

Final house plans including elevation drawings and house location on the lot must be approved by the owner of the subdivision before the commencement of construction.

No building or structure of any kind, other than a single dwelling house shall be built on the property and each dwelling shall be used for residential use only. No roll on type, manufactured housing or trailers, basement, tent, garage, or other outbuilding built on the designated lot shall be used as a residence temporarily or permanently. No house may be moved into and placed on a lot in this subdivision.

No lot may be divided and sold as two lots.

Garage, Sheds and Fences

One storage garage/shed not larger than 576 square feet and sides no higher than nine feet tall. The garage/shed will need to look similar to the home. They can be built in backyard in the most unobtrusive location.

Fencing and screening; owners shall not install any fence or wall of any kind without prior written approval from Ruesch Land Development, LLC owners. Lot owners shall maintain the exterior of their dwelling and buildings, keeping it neat and attractive, and in good condition at all times. If dwelling gets sold, all covenant conditions and restrictions need to be transferred to new home owner.

Satellite Dishes, Solar Panels, Antennas, misc.

No exterior antennas, windmills or satellite dishes in excess of twenty (20) inches in diameter shall be permitted on any lot. If Satellite dish/solar panels are used, they are only permitted on the back of home or incorporated into design of building.

The residents of subdivision shall not engage in any tree cutting, trail making, campfires or fort making activities other than on their own property.

Outdoor Wood Burners

This type of alternative home heating source is prohibited.

Refuse Restrictions

Trash containers must be kept inside of garages or in a shielded area outside and not visible from the street. Each resident of the subdivision shall not dump garbage or trash on their own lot or any property in the subdivision.

Lawn Requirements

Owner of the lot within the subdivision shall have a lawn from their house to the street complete during the third year after the commencement of construction. The back portion of lawn may remain wooded.

Construction Schedule

All exterior construction on the dwelling shall be completed within twelve (12) months from the date of commencement of construction. A solid surface driveway needs to be completed within three (3) years from the date of commencement. Silt fencing shall be used in appropriate areas upon building the dwelling. Landscaping shall be done within one (1) year of construction.

Animal Restrictions

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. Dogs and cats may be kept provided that they are not bred or maintained for any commercial purposes and they are permitted to run free in owner's lot only. No more than two (2) of these permitted animals in each household. Dog kennels must be attached to the garage or home (no free standing kennels allowed). Kennels must have a blind that visibly hides them from the road and shall not be placed for adjacent neighbors to see. No owner may keep a dog whose barking creates a nuisance to neighbors and/or has vivacious propensities shall be kept either inside or outside the house.

Vehicles

Parking of commercial or service vehicles, owned or operated by residents within the subdivision, shall be prohibited unless kept inside garages. Storage of boats, trailers, motor homes, campers or any other recreational vehicles on any lot is prohibited, they must be kept inside or alongside of the garage, behind home. No cars or other vehicles shall be parked on lawns or yards within the subdivision at any time.

Mailboxes:

Each lot owner is responsible to place a standard size, black mailbox on the common area post on their lived street.

Home Occupations and Professional Offices

Home occupations and professional offices may be permitted upon obtaining the approval of the developer of the subdivision, the approval of the property owners abutting and directly across the street from the lot for which a home occupation or professional office is requested; provided no excessive noise, congestion, or nuisance is created. A sign no larger than 2 square feet may be used to advertise service or profession.

Enforcement of Restrictions in Subdivision

These restrictions shall operate as covenants running with the land for the benefit of any and all persons who now may own or who may hereafter own, property in The Grand Pines, and such persons are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them from any violation thereof.

Effect of Waiver of breach or Failure to Enforce

Each and all of the covenants, conditions, restrictions, and agreements contained herein shall be deemed and construed to be continuing, and extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions, or agreements so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of breach of any of the breach of the same, or other covenants, conditions, restrictions, and agreements; nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

Effect of Partial Invalidity

It is expressly agreed that if any covenant or condition or restriction herein above contained, or any portion thereof, is invalid or void, such invalidity or voidance shall in no way affect any other covenant, condition, or restriction.

Reservation of Other Remedies and Variances

The developer shall have the right to, in its sole discretion, grant a variance to any of the covenants and restrictions in this Declaration at any time.

In addition to the remedies set forth above, grantor reserves the right to enforce any covenants, conditions or restrictions contained herein by any other appropriate action at his option.

Liability of the Developer and Its Members

The developer shall not be liable, under any circumstances, for damage, loss or prejudice suffered or claimed on account of the approval or disapproval of any submissions or on account of the development of any property within the subdivision.

Executed this _____ day of _____, _____, at Wisconsin Rapids, Wood County, Wisconsin.

Signature of The GRAND Pines (Owner of Ruesch Land Development)