

Restrictive Covenants, Conditions & Building  
Restrictions for Grande Ridge Estates First  
Addition, Town of Ledgeview, Brown County,  
WI

Drafted by & return to:  
Atty. Allison Buckley  
Radue Homes, Inc.  
2585 S Broadway  
Green Bay, WI 54304

WHEREAS, J & A Lakeside Properties, LLC is Owner, hereinafter "Owner" of Grande Ridge First Addition, Town of Ledgeview, Brown County, Wisconsin (legally described in attached Exhibit A and hereinafter the "Plat") and has designated Radue Homes as Developer of the Plat, hereinafter "Developer" and the parties collectively known as "Declarant;" and

WHEREAS, Owner and Developer wish to declare the following Restrictive Covenants and Building Restrictions upon the Plat to insure the use of the Plat for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the Plat, and to maintain the desired tone of the community, and thereby insure each lot owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of the lot than is necessary to insure the same advantages to the other lot owners.

NOW THEREFORE, Declarant hereby imposes upon and subjects all land within the Plat to the following conditions, restrictions, covenants, and reservations hereinafter set forth:

1. Land Use and Buildings: No building shall be erected, altered, placed, or permitted to remain on any lot other than the dwellings and outbuildings provided for in these covenants. No building erected elsewhere shall be moved onto any lot. All single-family homes shall have a full basement and shall be site constructed.
2. Minimum Requirements: All homes must have a minimum of 33 percent brick or stone on the front façade of the home unless otherwise approved by Developer due to the architectural style of the home and overall quality and design of the home. All roofing material must be architectural style shingles, cedar, copper, or metal roof. No vinyl siding is allowed on any side of the home. Each residence must meet the following minimum above ground space requirements and roof requirements. Space requirements shall not

include garages, basements whether finished or unfinished, open porches, sun porches, three-season rooms, and breezeways.

Lots 56-59, 70, 72-89, 91-130:

- a. Single story ranch: 2000 sq. ft.
- b. Two story and multi-level homes: 2400 sq. ft.
- c. Minimum roof pitch 7/12 unless Developer approved for a specific style of home.

Lots 60-69 of the First Addition Plat and Lot 71 to be future Everest Court Lots 131-133 and 136-140:

- a. Single story ranch: 2500 sq. ft.
- b. Two story and multi-level homes: 3000 sq. ft.
- c. Minimum roof pitch 8/12 unless Developer approved for a specific style of home.

3. Developer Review: Developer reserves the right of architectural and design review for homes proposed to be constructed in the subdivision. Developer review shall include but not be limited to the covenants within this document as well as the overall design and placement of the proposed structure. The intent of this review is to encourage the same quality and standards throughout the development. Proposed plans shall be given to the Developer prior to seeking a building permit from the Town of Ledgeview. Any walkouts or exposed windows from lower level must have Developer, surveyor, or engineer approval at the time of plan submission and be clearly indicated on the plans submitted for approval. The Developer shall review and comment on the proposed plan within ten business days of receipt of the plan. Failure to comment, by the Developer, within ten business days shall constitute approval. Developer approval of plans shall in no way constitute approval of any condition which would be contrary to any village, county, or state requirements.
4. Lot 90 is specifically excluded from covenants contained herein except to the extent that Lot 90 shall require Developer approval of architectural and design of any building(s) located on Lot 90.
5. Removal of Dirt: No fill or topsoil shall be removed from the subdivision without written consent from the Developer. So long as the Declarant owns any lot, Developer reserves the right to direct the disposition of any dirt (soil) that is to be moved from the lot.
6. Grading: No lot owner shall block, dam, or otherwise obstruct the flow of surface water drainage so as to cause such water to back-up onto the lot of another lot owner or so as to restrict the use or enjoyment of any other lot by any other lot owner. Each lot owner is responsible for maintaining established grade. Lawn and landscaping to be completed within one year of occupancy in strict compliance with approved subdivision drainage plan.
7. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any parcel at any time as a residence



either temporarily, or permanently. No structure other than a fully completed residence shall be occupied.

8. Completion Date: All homes must be completed within twelve months and shall have the exterior completed within 12 months after commencement of building construction. Initial landscaping, lawn, driveways, and sidewalks must be completed within 10 months after receiving a temporary or permanent certificate of occupancy from the permitting agency. Driveways must be of hard surfaces.
9. Access: During construction, no access to the building site shall be allowed over adjacent lots. If any damage is done to the adjacent lots, the owner of the home under construction shall restore or pay the Developer for the restoration of said property to its pre-damaged condition.
10. Parking: Non-operable vehicles, boats, trailers, RV's, campers, and other such vehicles may not be parked or stored outside for more than five (5) twenty-four (24) hour periods within one calendar year. Storage, temporary or permanent, of these vehicles must be kept in an enclosed garage. Vacant lots may not be used for parking or storage of any kind.
11. Sidewalks: All lots shall have public sidewalk installed by the Owner prior to receiving a Town of Ledgerview Occupancy Permit. Regardless of the status of home construction on any lot, the Owner shall install the public sidewalk on their respective lot prior to October 31, 2027.
12. Landscape and Maintenance:
  - a. All lawns and landscaping shall be maintained in an attractive manner. All lawns must be kept clipped; no "wildlife" or "prairie" lawns are permitted in front of the primary structure.
  - b. The cutting and storage of firewood shall be contained to an area concealed from the view of neighbors and be maintained in an orderly fashion.
  - c. The lot owner is required to perform all necessary maintenance and upkeep of the lot prior to construction, including keeping the lot free of trash, waste, brush, weeds, and long grass. At all times during construction, the site shall be maintained to Developer's reasonable satisfaction in a neat and orderly manner. Construction debris shall always be contained in some manner as will prevent such material from blowing on to neighboring properties and/or streets.
13. Accessory Buildings: One accessory building shall be allowed no larger than 400 sq. ft. contained under the roof whether open, partially, or fully enclosed. Accessory building plans, specifications and site plans shall be submitted to and approved by the Developer prior to commencement of construction. Failure to receive written approval prior to construction may result in the Developer or any resident of this plat enforcing removal of such structure. All accessory buildings shall have a concrete floor. Any accessory building shall be built on site with 2x4 construction or equal, with a shingled roof with a minimum roof pitch matching the principal structure. The accessory building shall be constructed of similar materials, in a manner to be harmonious in style and color to the

principal structure. Developer reserves the right to deny, limit, or require a certain location for accessory building so that they do not impede the view of neighboring property owners.

14. Structures other than Accessory Buildings:

- a. Pets: Dog kennels cannot exceed 100 sq. ft. with a maximum height of six feet and must respect the same side and rear setbacks as are required for the primary structure. Plans and specifications shall be submitted to and approved by the Developer prior to commencement of construction. Failure to receive written approval prior to construction may result in the Developer or any resident of this plat enforcing removal of such structure. Developer may require extra landscaping and/ or design elements to promote harmony with surrounding structures and residents. No doghouse or kennel shall be allowed in front of the primary structure and must be maintained so that it does not cause a disturbance or create odors which are offensive to neighbors. Nothing contained herein shall be construed to permit the keeping of any dog, cat, or any other pet which shall in any way constitute a nuisance or otherwise be prohibited by state law or local ordinance.
- b. Fences: No chain link type fences permitted. Decorative fencing may be used. No fences shall be allowed in front of the primary structure and must comply with all local municipal ordinances.
- c. Mailboxes: Mailboxes shall be as required by local government and/or the Postmaster General. Mailboxes shall be maintained, repaired, and replaced at the expense of the homeowners utilizing such mailbox(es).

15. Amendments: These covenants and restrictions shall run with and bind the owners of the lots in the Plat and shall inure to the benefit of be enforceable by or against any owner of land within the Plat, their respective legal representatives, heirs, successors, and assigns from the date of this recording of this Declaration. The provisions of this Declaration shall remain in full force and effect, unless an amendment is made to this Declaration as set forth herein. Any provision of this Declaration may be removed, modified, annulled, waived, changed, or amended at any time and in any manner by a written declaration setting forth such amendment, which has been executed by the owners of at least 75% of the lots in the Plat and Developer so long as Developer owns any lots within the Plat. Any amendment shall be in such form as to entitle it to be recorded with the Register of Deeds Office for Brown County, Wisconsin. Developer approval for amendments shall not be required if the only lot Developer owns is the primary residence of Developer. All covenants set forth within this document shall apply exclusively to this Plat and in no way shall a variance or special exception to these covenants be pursued through governmental channels associated with local governing body(s). All rights and responsibilities of the Developer shall expire upon the sooner of 1) the sale of all parcels in said development or 2) twenty (20) years from the date of this Declaration. If the Developer or heirs of the Developer own lot(s) within the development for personal residential purposes, then their roles and responsibilities within the development shall be the same as that of any other lot owner within the development.



16. Enforcement: Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain a violation or to recover damages. Legal filing of violation of these covenants shall be permitted by any resident of the Plat, by the Developer if still holding a share of the development, or in the case of violating the adopted stormwater management plan and overall grading plan, then the local municipality shall have the right to file. In the event of litigation to enforce these conditions, covenants, and restrictions, the nonperforming party or the party violating any of the conditions, covenants, and restriction shall reimburse the Developers and/or lot owners for all out-of-pocket expenses, including actual attorney's fees and court costs, incurred in enforcing these conditions, covenants, and restrictions.
17. All decisions of the Developer shall be enforceable against any lot owner if made in good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this declaration. Any lot owner or other person seeking to avoid, set aside or challenge any such decision of the Developer shall have the burden of proof to establish that such standards were not met at the time the decision was made.
18. Variations in any of these covenants may be permitted by the Developer where Developer is reasonably satisfied that such variations will be pleasing and generally in keeping with the character of surrounding properties and will not be a detriment to the Plat as a whole.
19. 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.

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WITNESS THE HAND of said Developer, this 25<sup>th</sup> day of April, 2025

OWNER, J & A Lakeside, LLC

St R Schenian

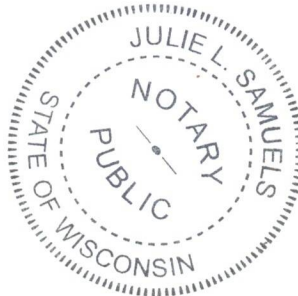
Steven R. Schenian, Sole Member  
J & A Lakeside Properties, LLC

STATE OF WISCONSIN  
BROWN COUNTY

Steven R Schenian, Sole Member of J & A Lakeside Properties, LLC, personally came before me this 25<sup>th</sup> day of April, 2025 and is known to me to be the person who executed the foregoing instrument.

Julie L. Samuels  
Julie L. Samuels

Notary Public  
Brown County, Wisconsin  
My commission exp: 7-27-26



## Exhibit A – Legal Description