

RESTRICTIVE COVENANTS FOR
FARMINGTON MEADOWS
VILLAGE OF SHERWOOD
CALUMET COUNTY, WISCONSIN

1. LAND USE AND BUILDINGS. All lots will be used for single family dwellings only. No building shall be erected, altered, placed, or permitted to remain on any single family lot other than one single family dwelling not to exceed two and one-half stories in height and a private attached garage. All homes must have a roof with a minimum of a 5/12 pitch. All homes must have an attached garage for not less than two cars. Only ranch, 1.5 story and 2 story homes are allowed. Split level and earth homes are not allowed. Permanent lawns must be established with grades in conformance with the approved drainage plan within one (1) year of construction of home.

2. MINIMUM FLOOR AREA.
 - A. HOME. The square footage of the main structure, exclusive of open porches, breezeways, and garage shall not be less than the following:

LOTS 17-25 & 29-32
Ranch – 1,550 square feet
1.5 Story & 2 Story – 1,700 square feet

ALL OTHER LOTS
Ranch – 1,400 square feet
1.5 Story & 2 Story – 1,500 square feet

 - B. GARAGE. Every residence shall have a private, attached garage, accommodating not less than two cars, and shall not be less than 480 square feet nor more than the lesser of: (a) 1300 square feet; or (b) the size permitted and approved by the Village of Sherwood.

3. DESIGN/PLAN APPROVAL. An Architectural Review Committee consisting of one or more members shall be appointed by the developer. The Committee shall be charged with the power to pass approval of all plans of residences to be constructed in the subdivision. No residence may be constructed without the approval of the Committee. The Committee shall be given a complete set of plans whereby the Committee shall review and either approve or deny the design and site plan location. Committee approval of exterior design and variations must be deemed to be harmonious and pleasing to the effect of the entire neighborhood and subdivision. Refusal or approval of plans and specifications by said Committee may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Committee shall seem sufficient. A copy of the blueprint is to be kept by the Committee. Any changes to plans must be submitted to Committee for approval prior to implementation of changes.

4. SET BACKS. All dwellings shall be set back not less than thirty (30) feet from the lot line in the direction the residence faces, unless a greater distance required by the Village of Sherwood. All side yards shall

conform with the Village of Sherwood ordinances.

5. GRADES. All grades shall be in accordance with the approved drainage plan.
6. BASEMENT AND GARAGE CONCRETE. All homes shall have basements and all garages shall have standard four-foot foundation walls.
7. RESIDENCE COMPLETION. The construction of all homes shall be completed within nine (9) months after the commencement of the construction. No home shall be occupied prior to completion. . All residences constructed shall conform to the zoning regulations of the Village of Sherwood and Calumet County.
8. NUISANCES. No noxious, offensive or illegal activities shall be carried on upon any lot before or after construction thereon which may be or may become an annoyance or nuisance to the neighborhood.
9. SIGNS. No signs shall be erected or installed, with the exception of marketing signs for real estate for sale and/or builders signs, provided that the signs do not exceed five (5) square feet in size and provided further that sold signs are limited to the exclusive marketing of the particular home or lot.
10. ANTENNAS AND DISHES. No external antennas unless approved by the Architectural Review Committee, and no satellite dishes over 26' in diameter are allowed.
11. USED BUILDINGS. No used buildings shall be moved onto any lot.
12. TEMPORARY STRUCTURE. No structure of a temporary nature, trailer, tent, shack, barn or similar structure shall be permitted on any lot either temporarily or permanently. No structure other than a fully completed residence shall occupy the lot.
13. EASEMENTS. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the flow in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
14. LOT MAINTENANCE. All building sites shall be maintained in a neat, clean and orderly fashion. All trash and waste shall be kept in sanitary containers. Each lot owner is required to perform maintenance and upkeep of their lot. No trash, waste, brush, weeds or long grass is permitted. Seller is not liable for any unauthorized dumping of lawn clippings, dirt, brush, or other materials deposited on lot or in a drainage way after closing.
15. DIVISION OF LOTS. No lots shall be re-subdivided to create a larger number of lots and not more than one (1) residence shall be erected or constructed upon any lot.
16. HOUSEHOLD PETS. No animals may be kept or permitted, except animals which are bona fide household pets and are kept for personal use, rather than for sale or breeding purposes. All pets shall

remain under complete control in the confines of each owner's lot at all times or shall be on a leash or chain. The number of household pets that may be kept in a household shall not exceed three (3).

17. **TEMPORARY OUTBUILDINGS.** No temporary outbuildings, trailers or similar vehicles will be allowed without the prior written approval of the developer.
18. **FENCING.** No fence shall be erected upon any lot in the plat without written approval of the Architectural Review Committee.
19. **VEHICLES.** All campers, recreational vehicles, boats, trailers, and garden tractors must be stored inside. No bus, large truck, or semi-tractor and/or trailer shall be parked anywhere within the exterior boundaries of Farmington Meadows Subdivision unless the purpose of the vehicle is for cleaning or moving. In that case, the vehicle will be able to park in Farmington Meadows Subdivision for less than 48 hours.
20. **USE OF ADJACENT LOTS.** 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 original condition.
21. **TERMS.** These restrictive covenants shall be in effect for a period of twenty (20) years and shall thereafter be automatically renewed for periods of ten (10) years each, unless an instrument termination or reducing the term shall be executed and recorded in accordance with the requirements and procedures set forth in this recorded document.
22. **AMENDMENT.** These covenants shall run with the land, and all future conveyances of any lots of the subdivision shall be subject to the conditions, covenants and restrictions set forth herein. Acceptance of a deed by any buyer is considered an agreement to observe and abide by such covenants, conditions and restrictions for the protection of all owners of the subdivision. These covenants and restrictions may be removed, modified, annulled, waived or changed, and/or amended at any time and in any manner by a written declaration setting forth such amendment:
 - (a) By the developer as long as the developer owns any lot for sale in the subdivision.
 - (b) After the developer has sold all the lots, the owners of at least 75% of the lots.
23. **ENFORCEMENT.** Enforcement of these covenants and restrictions shall be by proceeding at law or in equity against any person or person violating or attempting to violate any covenant or restriction, either to restrain a violation or to recover damages including attorney's fees. Enforcement may be had by any owner of a lot in the subdivision.
24. **SEVERABILITY.** Invalidation of anyone 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.