

Document Number

**DECLARATION OF  
RESTRICTIVE COVENANTS**

Document Title

**3098416**

**CHERYL BERKEN  
BROWN COUNTY  
REGISTER OF DEEDS  
GREEN BAY, WI  
RECORDED ON**

**07/02/2025 02:32 PM**

**REC FEE: 30.00**

**TRANS FEE:**

**EXEMPT #**

**PAGES: 6**

**\*\*The above recording information  
verifies that this document has  
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Recording Area

Name and Return Address

Patrick W. Wetzel  
Town of Lawrence, WI  
2400 Shady Court  
De Pere, WI 54115

Parcel Identification Number (PIN)

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

This Inf  
the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the  
document.  
WRDA Rev. 12/22/2010

## **Lawrence Parkway First and Second Addition Subdivision - Restrictive Covenants**

*Covenant: A formal, binding agreement*

**REAL ESTATE: Lots 54 thru 66, inclusive, according to the recorded Plat of Lawrence Parkway First Addition Subdivision, Town of Lawrence, Brown County, Wisconsin, and Lots 70 thru 78 inclusive, according to the recorded Plat of Lawrence Parkway Second Addition Subdivision, Town of Lawrence, Brown County, Wisconsin.**

Use Restrictions: Lots 54 thru 66 and Lots 70 thru 78 shall be used for single family residential purposes only. A lot may be used in conjunction with residential improvements subject to the other covenants contained herein, ordinances, and any other restrictions, easements, setbacks or reservations of record.

Governmental Permits: All homes constructed in Lawrence Parkway First Addition and/or Second Addition Subdivision are subject to permits and fees as required by the Town of Lawrence, Brown County, and/or any other permits/fees that may apply.

Plan Approval: Complete copies of Plans (Construction Blueprint); including plan for each level of home containing finished living space (above and below ground), all elevations, and plot plan must be submitted to the Developer for approval prior to the start of construction and shall remain on file with Developer.

- All homes to have a minimum of 6/12 roof pitch
- All homes to have a minimum of 2 stall garage
- All homes to have a hard surface driveway
- All homes to be built on site (No pre-constructed buildings or residences shall be moved onto any lot and temporary structures are prohibited.)
- All homes are required to have full basements
- All homes must have at least 50% of the front elevation of masonry (brick or stone)

Subdivision of Lots: No lot or lots may be subdivided into any parcels, tracts or lots smaller than what was originally conveyed by Developer to the initial purchaser(s). Developer's Approval: The improvements on each Lot or any alteration thereof, shall be subject to the approval of the Developer which has the authority to approve or reject the plot plan, design, floor plan, color, elevation and site location of improvements on any lot in order to

preserve and protect the integrity and harmony of the plat. Such approval may be evidenced on the blue print itself or on a separate written instrument, signed by the Developer.

Building Relocation: No building erected elsewhere may be moved onto any lot or lots within the plat.

Temporary Structures: No temporary structures (including, without the exclusion of others, trailers, basement without residence above, tent, shack, garage or barn of any kind) will be permitted for dwelling purposes. No permanent exterior storage of boats, motor homes, trailers, campers, RVs, or vehicles of any kind is permitted on lots within this subdivision.

Grade: Every house shall have a foundation below the frost line. Every house shall be placed on the lot according to engineered plans for the subdivision Final grade, after construction; the construction area and land occupied by public easement shall not be graded in such a manner as to interfere with the drainage of storm water of said lot or neighboring lots. Said use shall be identified with plans submitted for plan approval and the individual lot owner shall be solely responsible to ensure that the structure is properly placed so as not to cause themselves, their neighbors or the rest of the development drainage problems in the future. A grade/elevation plan has been done by the Town of Lawrence Engineer and by this reference is made a part of these Restrictive Covenants. Buyers are responsible for ensuring their use of the lot is in compliance with this plan at all times.

Drainage Easement: the land on the side and rear lot lines of all lots shall be graded by the lot owner & maintained by the abutting property owners to provide adequate drainage of surface water. See notes on plat.

Start Date/Completion: There is not a time limit between lot ownership and construction start date. However, projects must be completed within one year of start of construction (issuance of building permit by the Town of Lawrence). Every structure shall have a permanent finish on the exterior within six months of the start date. Completion of a project includes the dwelling and the lot, which shall be final graded to meet existing grade requirements including landscaping, lawn and hard surface driveway.

Lot Stakes/Corner Markers: Survey Stakes (metal pipes in the ground) identify every lot corner. Whether done by individual lot owner, builder, or professional surveyor; the lot owner is responsible to locate corner markers. The home must be placed within the legal limits of the lot/plat and the requirements of the Town of Lawrence. Lot owners shall be solely responsible for maintaining all survey markers and must be sure they are not moved or removed during construction of their individual homes. A disturbance of a survey stake by anyone is a violation of Section 236.32 of the Wisconsin Statutes.

Fill and Topsoil: Stockpiles of topsoil and fill placed on any lot during road/infrastructure construction remains the property of the subdivision and are not a part of the sale of an individual lot upon which it may be stockpiled. Any fill or topsoil hauled in or out of any lot shall be at the buyer's expense. Buyer shall be responsible to remove from their lot and the subdivision any excess topsoil or fill left from the construction on their respective lot.

Maintenance of Vacant Lot: The lot owner is responsible for maintenance and upkeep of the lot prior to the start of construction, including, but not limited to, keeping the lot free of trash and debris and cutting long grass and weeds.

Suitability: During the development process dirt may have been moved on to/off of/across lots in this development. Developer makes no representation or warranty whatsoever, express or implied, regarding the physical condition of any lot. Developer recommends prospective buyers have their lot inspected and tested by a qualified professional regarding subsurface conditions or any other matter which may be of concern.

Construction Debris/Curb Cuts: Lot owners shall dispose of all debris created during construction, including curb cuts. Any cost incurred by Developer for removal of such debris shall be billed to the lot owner who was responsible for removal of such debris.

Outbuildings: One outbuilding is allowed per lot. Outbuildings shall not exceed 900 square feet in size; shall be of the same exterior material (color, roofing, siding/brick, etc.) as the principal structure; and shall comply with all zoning regulations and building codes of the Town of Lawrence.

Minimum Floor Plan Size: Ranch homes must contain a minimum of 1,800 square feet of living area on the main level. Multi-level homes must contain a minimum of 2,200 square feet of living area on the main levels.

Fences: No chain link or barricade fences of any kind shall be permitted on any lot. All fences must be located by a professional surveyor and must comply with all ordinances of the Town of Lawrence. No fences are allowed in the front yard, i.e. between the dwelling and the street. Maximum fence height to be 6'.

Sidewalk: Sidewalk is required on Lots #70 thru 76 with the construction of the home. Lot owners are responsible for the sidewalk installation within five (5) years of the date of this document, regardless of whether the home has been constructed on the lot.

Nuisance. No nuisance shall be maintained or suffered to exist in the plat.

Amendments/Changes: Variations from these restrictions may be approved in writing by the Developer, where the Developer is reasonably satisfied that such variations will be consistent with the character of the surrounding properties and will not be a detriment to the subdivision as a whole.

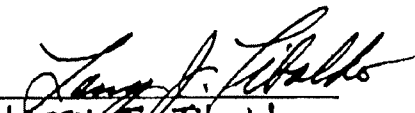
Developer Decisions. All decisions of the Developer shall be enforceable against any lot owner if made in a good faith exercise of the judgment or discretion of Developer and so long as such decision is not clearly in conflict with the express provisions of this Declaration. Any lot owner or other person 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. Intent. These covenants shall be construed and interpreted in favor of restricting the use of each lot consistent with the purposes hereof and any ambiguity shall be resolved against any lot owner who installs any structure or engages in any activity not clearly authorized under this Declaration or approved in writing by the Developer. This Declaration shall be interpreted and construed in accordance with the laws of the State of Wisconsin.

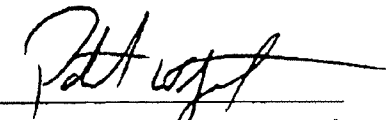
Duration: The covenants and restrictions of this Declaration shall remain in effect for a period of twenty (20) years from the date hereof and thereafter shall automatically continue to be in effect for additional periods of five (5) years unless terminated or otherwise limited or enlarged by the recording of an instrument executed by the then owners of at least 75% of the lots covered by this Declaration.

Enforceability. This Declaration shall be enforceable by the Developer and/or the owner of any lot in the subdivision by injunctive relief as well as any and every other legal right. If any lot owner or person(s) in possession of any lot or dwelling on any lot or occupying any dwelling in the subdivision shall violate or attempt to violate any of these covenants, it shall be lawful for any other person(s) owning any lot or occupying any dwelling in the subdivision to prosecute and/or commence proceedings at law or in equity against the person(s) violating or attempting to violate any such covenants, either to prevent such person(s) from doing so or to recover damages for such violation or to restrain such violation.

Executed this 2nd day of July, 2025

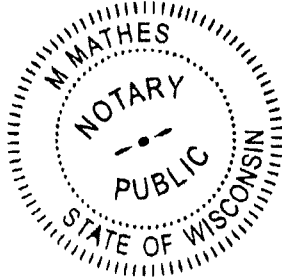
Developer: Town of Lawrence

  
Larry J. Tibaldo  
Town Chairperson

  
Attest: Patrick Wetzel

STATE OF WISCONSIN

COUNTY OF BROWN



Subscribed and sworn to before me this 2 day of July, 2025

M. Mathes

Notary Public: M. Mathes

Brown County, Wisconsin

My commission expires: 1/17/27

**Drafted by:**

**Patrick W. Wetzel, Town Administrator**