

RESTRICTIVE COVENANTS

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SUSAN WINNINGHOFF
REGISTER OF DEEDS

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Recording Area

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MEADOW HEIGHTS RESTRICTIVE COVENANTS

WHEREAS, J.R. Development II, L.L.C. is the owner of the property known as Meadow Heights Subdivision, Town of Menasha, Winnebago County, Wisconsin.

WHEREAS, said plat was recorded in the office of the Register of Deeds for Winnebago County, Wisconsin on November 13, 2003.

WHEREAS, the above mentioned subdivision does not contain any restrictive covenants and it is the desire of the Developer hereto to preserve and protect the desirability, beauty, and value of all of the land in said subdivision for the benefit of all of the Owners thereof, their heirs, successors and assigns.

WHEREAS, these restrictive covenants are unrecorded at this time, they are subject to change at anytime without notice.

WHEREAS, the above mentioned subdivision does have a Development Agreement signed August 11, 2003, by and between J.R. Development II, L.L.C. and the Town of Menasha. This agreement therefore becomes part of these restrictive covenants.

THEREFORE, it is mutually agreed by the Owners and Developers hereto, their heirs, personal representatives, successors, and assigns, that the lots in said subdivision are subject to the following restrictive covenants which shall be construed as running with the land:

1. A. Lots 1-11, 21-54, 63-96 will be used for single family dwellings only. All structures to be erected on said property shall be of a pleasing harmonious external design and shall conform with any established setback lines: and no dwelling shall be permitted on any lot which does not conform to the specified minimum areas. All exposed concrete on porches must have brick or stone veneer face. Landscaping must be completed within one year of construction of the home. Permanent lawns must be established with grades in conformance with the approved drainage plan within one (1) year after initial occupancy of any home. The square footage of the main structure, exclusive of open porches, breezeways and garage, shall be not less than:

<u>Dwelling Size</u>	<u>Size</u>
One story above grade	1200 square feet above grade.
Bi-Level	900 square feet above grade.
Tri-Level	1000 square feet above grade.
Story and a half above grade	1000 square feet on the first floor above grade.
Two Story above grade	1500 square feet above grade.

1. B. Lots 12-20, 55-62 will be used for duplex, two family or twindominium dwellings. No building shall be erected, altered, placed or permitted to remain on any duplex, two family or twindominium lot other than one duplex, two family or twindominium dwelling not to exceed two and one-half stories in height and a private attached garage for not more than four cars. All duplex, two family or twindominium must have a roof with a minimum of a 5/12 pitch. All exposed concrete on porches must have brick or stone veneer face. Landscaping must be completed within one year of construction of the duplex, two family or twindominium. Permanent lawns must be established with grades in conformance with the approved drainage plan within one (1) year after initial occupancy of any duplex, two family or twindominium. All duplex, two family or twindominium must have an attached garage. The square footage of the main structure, exclusive of open porches, breezeways and garage, shall be not less than:

<u>Dwelling Size</u>	<u>Size</u>
One-story above grade	900 square feet minimum on each side.
Bi-Level	900 square feet total living space.
Story and a half or Two-story	600 square feet 1st floor and 1200 square feet total minimum.
Split level, Tri-level, Quad level	1200 square feet total minimum on each side.

2. No cages of any kind, dog runs or cyclone fence dog kennels, used to house any type of animal outdoors will be constructed in the view of any surrounding neighbor.

3. All dwellings must have a minimum of a 5/12 roof line.

4. On all lots in Meadow Heights. All dwellings to have an attached garage of not less than 480 square feet.

5. All dwellings, including garages, shall be completed prior to occupancy.

6. No building shall be moved onto any lot.

7. No building material shall be placed on any lot more than thirty (30) days prior to the time that construction is to begin.

8. All dwellings shall have basements or footings extending at least four (4) feet below grade.

9. No trailer, tent, shack, basement, garage or barn of any kind or other outbuilding shall be constructed or moved onto any lot. An outdoor shed not to exceed 144 square feet will be allowed, provided the materials used to build the shed are the same as the house.

10. All dwellings shall be set back not less than thirty (30) feet from the street in the direction that the building faces, unless a greater distance is required by the Town of Menasha zoning ordinances. All side yards shall be a minimum of 7 feet and 10 feet per side, and rear yards shall be 25'. On corner lots all dwellings shall be set back not less than thirty (30) feet from the street on both front exterior of lot sides, unless a greater distance is required by Town of Menasha zoning ordinances. All set backs shall conform with the Town of Menasha Zoning Ordinances.

11. Plat surveyors and engineers will set one ground grade stake for the house and the lot corner grades. They will also stake the flow lines of the driveway both at the buyers expense. Buyer or Buyer's builder is to contact Martenson & Eisele Engineering Ph: 731-0381. Buyer or Buyer's builder may use their surveyor or engineer with Developers permission.

12. No structure, lawn and or landscaping shall be permitted unless property grades are followed. Buyer will be given copy of DRAINAGE PLAT as it pertains to the lot being purchased at closing.

13. All lot sales will include gravel streets, sewer, water lines stubbed to the lot line and storm sewer. Developer will provide a one time asphalt street with 1/2 curb, gutter at the Developers cost. The town will assess to the home owner sometime in the future for a final layer of blacktop.

14. So long as Developer owns any lot, Developer reserves the right to direct the disposition of any dirt which is to be removed from the lot. However, such disposition as directed by Developer shall be within a one-mile radius of the lot.

15. 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 or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, of which may obstruct or retard the flow of water through drainage channels 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.

16. An Architectural Review Committee consisting of two or more members shall be appointed by the Developer. The Architectural Review 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 approval of the Architectural review Committee. The Architectural Review Committee shall be given a complete set of plans whereby the Committee shall approve or deny the design and location. The external design shall be harmonious and conform to set back lines. Refusal or approval of plans and specification by such Committee may be based on any ground, including purely aesthetic ground, which, in the sole and uncontrolled discretion of the Committee, shall seem sufficient. Copy of the blueprint to be kept by architectural Review Committee.

17. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot and/or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

18. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

19. No unlicensed vehicles will be permitted on any lot unless stored within a garage. No boats, recreational vehicles, campers, snow mobiles, jet skies or trailers will be permitted to be stored on any lot unless stored within a garage.

20. All trash and waste shall be kept in sanitary containers and out of the public view.

21. No external antenna unless approved by the Architectural Review Committee, and no satellite antennas shall be allowed, unless 18 inches or smaller.

22. These covenants along with the Development Agreement with the Town of Menasha signed _____, shall run with the land and all future conveyances of any lots of the subdivision, shall be subject to the conditions, covenants, obligations, and restrictions set forth herein. Acceptance of a deed by any purchaser is considered

as an agreement to observe and abide by such covenants, conditions, and restrictions for the protection of all owners in the subdivision.

23. The Developer and/or individual lot owners benefited by the Declaration may enforce these conditions, covenants and restrictions using any available legal or equitable remedies, including, by way of example only, affirmative or restrictive injunction. In the event of litigation to enforce these conditions, covenants and restrictions, the non performing party, or the party violating any of the conditions, covenants, and restrictions shall reimburse the Developer and/or individual Owners for all out-of-pocket expenses (including actual attorney's fees and court costs) incurred in successfully enforcing these conditions, covenants, and restrictions.

24. Invalidation of any one of these covenants by judgement or court order shall in no way effect the remaining provisions which shall remain in full force and effect.

25. These covenants and restrictions may be removed, modified, annulled, waived, 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 resale in the subdivision; (b) after the Developer has sold all lots then, by the owners of at least 75% of the lots. The written Declaration shall be recorded in the office of the Register of Deeds for Winnebago County, Wisconsin.

