



Register of Deeds  
Calumet County, WI

Received for Record  
Date: 10/10/03 14:36  
Ellen Propson

RECORDING DATA

NAME AND RETURN ADDRESS

Woodland Developments, LLL  
N 319 Brecczwood Drive  
Appleton WI 54915

DOCUMENT NUMBER

RESTRICTIONS AND COVENANTS

**WOODLAND HILLS SUBDIVISION**

**WHEREAS**, the owner contemplates the sale and transfer of various parcels and lots in the following described real estate situated in Calumet County, Wisconsin, to wit:

Lots 1 through 70, inclusive, are designated as **WOODLAND HILLS SUBDIVISION**, located in the City of Menasha, Calumet County, Wisconsin. Lot 71 is exempt from these restrictions because of its acreage.

**AND WHEREAS**, such owner believes it is advisable to establish protective covenants and restrictions which will preserve and protect the desirability, beauty and value of the above described property for the benefit of all the owners thereof and their heirs, personal representatives, successors and assigns.

**NOW THEREFORE**, in consideration of the aforementioned purposes, it is agreed that the following protective covenants and restrictions are established and binding upon the above described property.

1. **PURPOSE.** The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby, to insure to each site owner the full benefit and enjoyment of his /her home, with no greater restriction on the free and undisturbed use of the site than is necessary to insure the same advantages to the other site owners.
2. **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 lot other than one single family dwelling not to exceed two (2) stories in height and a private attached garage for not more than three (3) cars. Roof pitch on each dwelling will be a minimum of 8/12 pitch. The maximum height for dwelling is thirty-two (32) feet. All exposed concrete on porches must have brick or stone veneer face. A minimum of 85% of the front facade of the home must be brick or stone. The remainder of the exposed front facade, no more than 15%, must be decorative material or decorative siding. Driveways must be paved within eighteen (18) months of occupancy. Each lot owner, as a part of the post home construction, is responsible to bring his/her lot into full compliance with the approved subdivision drainage plan. Sump pumps shall drain to the rear yard unless a storm sewer is located in the front.
3. **NUISANCES.** No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. The geese shall not be fed by any resident of the subdivision nor any visitor to the subdivision.

4. **SET-BACKS.** All buildings must meet the following setbacks:

Lots 1 - 7	50' setback	12' side yards
Lot 8 and 9	30' setback	12' side yards
Lot 10	50' setback	12' side yards
Lot 11 and 12	35' setback	12' side yards
Lot 13	30' setback	12' side yards
Lot 14 and 15	35' setback	12' side yards
Lot 16	25' setback	10' side yards
Lot 17	No Restrictions	
Lot 18	25' setback from the South	North-- 10' side yard
Lot 19 - 21	40' setback	15' side yards
Lot 22	25' setback	10' side yards
Lot 23 - 26	40' setback	15' side yards
Lot 27	35' setback	15' side yards
Lot 28	30' setback	15' side yards
Lot 29	30' setback	North--40' side yard, West-- 30' side yard, East-10' side yard
Lot 30	30' setback	West--8' side yard East--10' side yard
Lot 31 - 40	40' setback	15' side yards
Lot 41	30' setback	West--8' side yard East-- 25' side yard
Lot 42	30' setback	West--10' side yard East-- 30' side yard
Lot 43	35' setback	8' side yards
Lot 44	35' setback	10' side yards
Lot 46 - 48	35' setback	8' side yards
Lot 49	30' setback from nearest corner	
Lot 50	26' setback	15' side yards
Lot 51	30' setback	8' side yards
Lot 52	40' setback	10' side yards
Lot 53	30' setback	10' side yards
Lot 54 and 55	40' setback	15' side yards
Lot 56	40' setback	East--40' side yard, South--40' side yard, East--15' side yard
Lot 57 - 59	40' setback	One side-10' side yard, One side 8' side yard
Lot 60	25' setback	12' side yards
Lot 61	30' setback	10' side yards
Lot 62 - 64	40' setback	15' side yards
Lot 65	40' setback	20' side yards
Lot 66 - 67	40' setback	15' side yards
Lot 68 - 69	40' setback	20' side yards
Lot 70	40' from Trumpeter,	30' from WOODLAND HILLS, 10' from Lot 69

5. **GARAGE SIZE:** No more than three (3) garage doors are allowed to face the road way.

6. **BASEMENT and GARAGE CONCRETE.** All homes shall have basements or footings extending a minimum of four (4) feet below grade and all garages shall have standard concrete/masonry footings and flooring.

7. **USED BUILDINGS.** No used buildings shall be moved onto any lot.

8. **HEIGHT.** No dwelling shall exceed two (2) stories in height above the finished grade level.

9. **COMPLETION.** All homes and garages shall be completed before home is occupied, except for the interior of the lower level of ranches, and quad-levels.
10. **MINIMUM SQUARE FOOTAGE REQUIREMENTS: Lots 1 through 70, inclusive,**

Single Story Residence	Minimum of 2,000 sqft, excluding breezeway and attached garage
Two Story	Minimum of 1,200 sqft on 1 <sup>st</sup> floor, excluding breezeway and attached garage. TOTAL minimum sqft of 2,600 sqft of living space
Quad Level	Minimum of 2,600 square feet of living space, excluding breeze way, porch, sun room, and attached garage.
<i>Split-levels, tri-level, bi-levels, raised ranches, earth homes, geodesic domes, log homes, and manufactured homes are NOT ALLOWED to be constructed nor moved onto any lot.</i>	

11. **SIGNS AND ANTENNAE.** No sign or antenna, including earth stations (satellite dishes) shall be displayed or exposed to the public view, except as follows:
1. One professional sign of not more than one (1) square foot
  2. One sign of not more than five (5) square feet advertising the property for sale or rent
  3. One sign of not more than ten (10) square feet, used by the builder to advertise the property during the construction and sales period, except that the Developer may utilize signs of any size for advertising properties in said subdivision for sale.
  4. No antennae may extend more than five (5) feet above the roof line.
  5. No solar panels can be visible from the front yard.
  6. Satellite dishes, of no more than two (2) feet in diameter and attached directly to the dwelling, are allowed.
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 be occupied.
13. **EASEMENTS.** Easements for the installation and maintenance of utilities and drainage facilities are reserved with the dedicated roadways, drainage and areas as designated on the recorded plat.
14. **TRASH.** 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 drainage way after closing.

16. **BUILDING GRADES.** No dwelling, house, structure, lawn, landscaping, or fence may be erected on any lot in the subdivision until the proper grades have been set in accordance with the approved drainage plan for the subdivision. Grades are to be set by the City of Menasha.
17. **PETS, LIVESTOCK, AND POULTRY.** No animals, livestock, poultry, fowl, reptiles, or pigeons of any kind shall be raised, bred, or kept on any lot with the exception of a dog or cat, which shall be limited in number to a total of two (2) in any one household, or goldfish, a parakeet, or a hamster, provided that said pets are not kept, bred, nor maintained for any commercial purpose. However, nothing contained herein shall be construed to permit the keeping of any dog, cat, or other pet which shall in any way constitute a nuisance.
18. **STORAGE.** No unlicensed vehicles will be permitted on any lot unless stored within a garage. No campers, recreational vehicles, boats, trailers, garden tractors, nor lawn maintenance equipment will be permitted to be stored on any lot unless stored within a garage or shed.
19. **ACCESSORY BUILDING.** All accessory buildings must be at least six-sided. The building shall be constructed of 2x4 construction, or equal. It must be covered with the same roofing, soffit and fascia as used in the construction of the residence and all decorative material, as used on front facade of home. All accessory buildings must have a concrete floor. Lots over 23,500 sqft can have a maximum accessory building size of 570 sqft. Lots less than 23,500 sqft can have maximum accessory building size of 280 sqft.
20. No contractor, expediter, nor realtor may buy two (2) lots side by side, unless house plans are submitted to the Developer for approval. When two (2) lots are purchased with the intent of building one home with the second lot being used for yard, the owner shall conform to the grading plan of the subdivision. The empty lot shall be graded as if residence had been constructed on it. In no case can the grade from the lot with the residence on it be projected over the empty lot creating a steep drop-off in grade at the property line of the adjoining lots owned by others
22. During construction, no access to the building site shall be allowed over adjacent lots. If any damage is done to the adjacent lots or ditches, the owner of the residence under construction shall restore or pay Developer for the restoration of said property to its pre-damaged condition.
23. **DIVISION OF LOTS.** No lots shall be re-subdivided to create a larger number of lots and not more than one residence shall be erected nor constructed upon any lot.
24. **FENCING.** No chain link fencing will be allowed in the Subdivision. Wood fencing, no more than six (6) feet in height, is allowed as long as said fence does not restrict, limit, nor interfere with view (eg: no stockade type fencing). Constructed side of fence must face the lot owner of the fence and not the lot of the adjoining neighbor.
25. **EXCESS MATERIAL.** No excess material shall be removed from the subdivision without the consent of the Developer.

- 26. **TERMS.** The covenants and restrictions herein contained, shall be in effect until 1 January 2024, after which time they shall be automatically extended for successive periods of then (10) years, unless an instrument terminating or reducing the term shall be executed and recorded in accordance with the requirements and procedures set forth in the following paragraph.
- 27. **AMENDMENT.** The Developer shall have the right to remove, modify, annul, waive, change and/or amend, at any time and in any manner by a written declaration setting forth such amendment as long as the Developer owns any lot or parcel in the Subdivision.
- 28. **ENFORCEMENT.** Enforcement of these covenants and restrictions shall be by proceedings 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.
- 29. **SEVERABILITY.** Invalidation of any one of these covenants or restrictions, by judgement or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

*IN WITNESS WHEREOF*, Michael H. Hagens, Carl A. Bowers, and Paul H. Hermsen, owners/developers, have hereunto set their hand this 10th day of October 2003.

*Michael H. Hagens*

*Carl A. Bowers*

*Paul H. Hermsen*

Michael H. Hagens  
Hagens Land Investment, Inc.  
President

Carl A. Bowers  
CJB Development, Inc.  
President

Paul H. Hermsen

STATE OF WISCONSIN )

SS

COUNTY OF CALUMET)

Personally came before me this 10th day of October, 2003, the above-named Michael H. Hagens, Carl A. Bowers, and Paul H. Hermsen, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

*Carol A. Hagens*

Carol A. Hagens

Notary Public

Outagamie County, Wisconsin

My commission expires September 4, 2005

Drafted by and Return to:  
Michael H. Hagens for:  
Woodland Developments, LLC  
N 319 Breezewood Drive  
Appleton WI 54915

