



Document Number

PROTECTIVE COVENANTS

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SUSAN WINNINGHOFF  
REGISTER OF DEEDS

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These Protective Covenants are declared and adopted this 27th day of April, 2000.

WITNESSETH:

WHEREAS, Timothy W. Wrase and Barbara G. Wrase, his wife, hereinafter collectively referred to as "Grantor", are the owners of the real property described as:

Lots 1-24, Plat of Highland Wood, Town of Clayton, Winnebago County, Wisconsin;

and

WHEREAS, Grantor desires to insure the highest and best use of the lands herein described and the most appropriate development and improvement of each building site or parcel located therein; to protect Grantor, as owner of the lands herein described as well as additional adjacent property, and future owners of said building sites, against such improper use of surrounding building sites as might depreciate the value of their property; to preserve, as far as practicable, the natural beauty of said area; to guard against the erection thereon of poorly designed or poorly proportioned structures and structures built of improper or unsuitable materials; to encourage and secure the erection of attractive homes, with appropriate locations on said building sites; to prevent haphazard and discordant improvements of building sites; to secure and maintain proper setbacks from roads and adequate free spaces between structures; and in general, to provide adequately for a high type and quality of improvement on said property and thereby to enhance the value of adjacent property owned by Grantor, and of investments made by purchasers of building sites with the above described real estate;

NOW, THEREFORE, in order to achieve the above purposes, Grantor hereby declares that the above described real estate and all parcels

Recording Area

Name and Return Address

Dennis L. Simon  
Di Renzo and Bomier  
P. O. Box 788  
Neenah, WI 54957-0788

~~006-0056; 006-0283; 006-0284; 006-0285~~  
Parcel Identification Number (PIN)

thereof is and shall be held, transferred, sold and conveyed subject to the conditions, restrictions and covenants hereinafter set forth, each and all of which is and are for the benefit of the above described real estate and each individual parcel now or to be contained therein and for each owner thereof, and shall inure to the benefit of and pass with said property and each and every lot and building site, and shall apply to and bind the owners thereof, and their heirs, legal representatives, successors and assigns.

A. DEFINITIONS.

1. Family - A unit consisting of one person, or two or more persons related by blood or marriage, residing on the premises in a single housekeeping unit, and including domestic servants, if any.

2. Lot - A single parcel or building site.

B. LAND USE AND BUILDING TYPE.

All parcels shall be used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any parcel other than one single-family dwelling not to exceed two and one-half stories in height, an attached private garage for not less than two cars and not more than four cars, and other buildings incidental to residential use.

No special structures, such as tennis courts, swimming pools, kennels, gazebos, detached garages, or storage buildings, may be constructed except upon approval of the Architectural Control Committee.

Lots 14-24 in the Plat of Highland Wood are presently heavily wooded. In order to preserve the character of that area, there is to be no removal of trees with a trunk diameter of greater than six inches, unless such tree is substantially dead prior to its removal, without approval of the Architectural Control Committee, at any time, and the building construction plot plan required at paragraph I(1) hereinbelow is to include each such tree which is located on the lot and which it is

proposed is to be removed in conjunction with the construction on any building or appurtenant improvement, including driveways; the plan is to include specification as to the species and trunk diameter of each such tree.

C. BUILDING SIZE.

No dwelling shall be constructed having less than the following minimum square feet of usable floor space, exclusive of basement, attic, and garage:

Lot   Building type   Minimum Square Footage

Lots 1-13:

1-story-above-grade	1,800	2,200
1½-story-above-grade	2,100	2,700
2-story-above-grade	2,200	2,500
split-level-2-floor	2,200	2,500

Lots 14-24:

1-story-above-grade	2,200
1½-story-above-grade	2,400
2-story-above-grade	2,600
split-level-2-floor	2,600.

D. BUILDING LOCATION.

Dwelling units should be located reasonably close to the center of the lot, and shall face the front line of the lot, and no building shall be located on any lot nearer than 55 feet from the front lot line, or 20 feet from any other lot line. For the purpose of this Covenant, eaves and steps shall be considered as part of any building or structure.

Variations from the minimum building line restrictions as above set forth may be permitted by the Architectural Control Committee, provided each of the following conditions and provisions is complied with:

1. A hardship would be created on a particular lot owner by the refusal of a variation.
2. The variation will not destroy the harmony and purposes of the general development of the lands herein described.
3. Written request for a variation, stating specific details, is first submitted to the Architectural Control Committee.

E. BUILDING GRADE AND EROSION.

The grade at the top of any dwelling foundation shall be not more than 18" above the center of that part of the roadways adjacent to the property on which the dwelling is to be constructed, without Architectural Control Committee approval. No owner shall so grade his property so as to allow his property to drain onto any adjacent properties. Proper erosion control measures shall be employed throughout construction, landscaping, and occupancy of lots.

F. LOT SIZE

No lot shall at any time be resubdivided without the prior written consent of the Architectural Control Committee, which shall have the complete discretion to refuse such a request without showing cause.

G. EASEMENTS.

Easements for the installation and maintenance of utilities and draining facilities are reserved over, through and under each parcel sold by the Grantor to the extent deemed necessary by Grantor for the servicing of said parcel, adjacent lands owned by Grantor, and the surrounding area. Grantor further reserves the right to assign the use of said easements and rights-of-way to any persons, firm, corporation or municipality furnishing one or more of said utilities or facilities. All wires, cables and conduits providing electrical service shall be placed underground from the primary power pole to each building

serviced. No trees may be planted nor walls constructed in the easements hereby reserved.

H. NUISANCES, TEMPORARY STRUCTURES, UNSIGHTLY USES, MISCELLANEOUS PROVISIONS.

1. Nuisance. No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

2. Animals. No cattle, swine, goats, sheep or poultry, or any other livestock generally regarded as objectionable to residential property shall be kept or lodged on the premises.

3. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any parcel at any time as a residence, either temporarily or permanently.

4. Movement of Buildings. No existing building shall be moved onto any of the above described land.

5. Growth and Debris on Lots. The owner of each lot shall keep his lot, together with all lands lying in road rights-of-way between his lot and the traveled portion of all roads that abut his lot, mowed and sightly, even though the lot may be vacant and/or unimproved. No weeds, underbrush or unsightly growths shall be permitted to grow or remain upon any property and no refuse pile, rubbish or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that the owner shall fail or refuse to keep his property free of weeds, underbrush or refuse piles or other unsightly growths or objects, then agents of the Grantor may enter upon

said lands and remove the same at the expense of the owner, and such entry shall not be deemed a trespass.

6. Signs. No signs of any kind shall be erected or maintained on any of the lots without the prior written consent of the Architectural Control Committee.

7. Garbage and Refuse Disposal. All incinerators or other equipment for the storage and/or disposal of garbage and refuse shall be kept in a clean and sanitary condition. Trash, garbage or other waste shall not be kept except in sanitary containers.

8. Storage of Vehicles. No junk, inoperative, or unlicensed vehicles shall be stored on the property. Trailers, boats, vans, campers, house trailers, and similar vehicles may only be stored in garages.

9. Antennas. No exterior antennas or satellite antennas shall be allowed in the front of any building or on its roof, but must be kept to the side or rear of buildings and hidden from the view of other lot owners to the extent reasonably feasible.

10. Construction. Any residential construction work commenced shall be completed within 12 months of such commencement. All driveways are to be completed with a cement, blacktop, or similar hard surface within one year after occupancy.

11. Hunting and firearms. There shall be no hunting and no discharge of firearms of any type in the subdivision.

#### I. BUILDING APPROVAL.

1. Architectural Control Approval. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure

have been approved in writing by the Architectural Control Committee hereinafter set forth, as to quality of workmanship and materials, color scheme, harmony of external design with existing structures, and as to location with respect to topography, finished grade elevation, and existing structures. The finished floor level and finished elevation of each home and drainage provisions may be set by the Architectural Control Committee. The Architectural Control Committee shall have the right to refuse to approve any such plans and specifications which are not desirable, in the opinion of the Committee, for aesthetic or other reasons, and, in so passing upon them, the Committee shall have the right to take into consideration the suitability of the proposed building and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure so planned on the outlook from the adjacent or neighboring property. Until the Architectural Control Committee records a different address at the Office of the Register of Deeds for Winnebago County, Wisconsin, or until such time as its rights and responsibilities are assigned as hereinafter provided, the address of the Committee shall be 411 Kittiver Court, Neenah, Wisconsin.

2. Architectural Control Committee. The Architectural Control Committee shall consist of Timothy W. Wrase and Barbara G. Wrase. In the event of death or resignation of one of the two original members of the Committee, the remaining member thereafter shall appoint two persons to replace the lost member; after such a replacement, a majority of the Committee shall thereafter be entitled to replace lost members. If there be no member of the Architectural Control Committee

remaining to fill any vacancies, then such vacancies shall be filled by the then record owners of 75% of the lands herein described. Neither the members of the Committee, nor their designated representative, shall be entitled to any compensation for services performed pursuant to this Covenant. The Committee shall establish its own rules and regulations, and all decisions of the Committee shall be final and conclusive upon all parties.

3. Procedure. The Architectural Control Committee's approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the Covenants contained in this Paragraph I shall be deemed to have been fully complied with.

J. WALLS AND FENCES.

No wall or fence, including hedge fences, of any kind whatsoever shall be constructed on any lot until after the height, type, design and location thereof shall have been approved in writing by the Architectural Control Committee, and shall, in any event, not be placed or constructed so as to substantially obstruct the view of adjacent property owners.

K. ADDRESS FOR SENDING WRITTEN COMMUNICATIONS AND NOTICES TO GRANTOR.

All written communications and notices concerning these Protective Covenants desired and/or required to be given to Grantor shall be sent to 411 Kittiver Court, Neenah, Wisconsin until such time

as Grantor notifies the owners of the lands herein described of a different address at which to receive such written communications and notices.

O. TIME LIMIT.

These Protective Covenants are to run with the lands herein described and shall be binding on all parties and all persons claiming under them for a period of 25 years, commencing with the date of execution hereof, at the end of which time said Protective Covenants shall be automatically extended for successive periods of ten years each, unless, by a vote of the then record owners of at least 75% of the lands herein described, it is agreed to change said Protective Covenants in whole or in part.

P. ENFORCEMENT PROVISIONS.

If the persons bound hereby, or any of them or their heirs or assigns, shall violate or attempt to violate any of the Protective Covenants herein, it shall be lawful for any other person or persons owning any of the lands herein described to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Protective Covenants, either to prevent him or them from so doing, or to recover damages or other dues for such violation, and Grantor shall be entitled to collect actual attorneys' fees and court costs in the event of any such prosecution by Grantor.

Q. SEVERANCE CLAUSE.

Invalidation of any one of these Protective Covenants by judgment or Court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

R. MODIFICATION AND AMENDMENT.

During such time as Grantor, or the survivor of the two individual Grantors, retains fee title to any one of Lots 1-24, Plat of Highland Wood, these Protective Covenants may be modified or amended by Grantor, or the survivor of the two individual Grantors. At such time as Grantors, and the survivor of the two individual Grantors, no longer retains fee title to any one of Lots 1-24, Plat of Highland Wood, these Protective Covenants may be modified or amended at any time by written agreement of the then record owners of at least 75% of the lands herein described, except as otherwise provided herein, which modifications or amendments shall become effective only after said written agreement has been duly recorded at the Office of the Register of Deeds for Winnebago County, Wisconsin.

S. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.

In addition to complying with the above Protective Covenants, all owners at all times of all parcels within the lands herein described for themselves, their heirs and assigns, agree to comply with any and all ordinances, laws, rules and regulations of any governmental authority which may be applicable to the use and enjoyment of the lands herein described or any portion thereof.

T. NUMBERS AND GENDER.

All words used herein in the singular number shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

