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TAMARA ALTEN
REGISTER OF DEEDS
CALUMET COUNTY, WI
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RESTRICTIONS AND COVENANTS

WOODLAND HEIGHTS

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 18 inclusive are designated as WOODLAND HEIGHTS SUBDIVISION, located in the City of Menasha, Calumet County, Wisconsin.

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

RECORDING DATA

NAME AND RETURN ADDRESS

Michael H. Hagens
N319 Breezewood Drive
Appleton, Wisconsin - 54915

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 **with the exception of the City of Menasha.**

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 and one-half (2 ½) stories in height and a private attached garage with a minimum size according to City of Menasha specifications. **NOTE: Attached garages are not restricted to the number of cars parked inside. However, no more than three overhead garage doors are allowed to face roadway.**

Roof pitch on each dwelling will be a minimum of 7/12 pitch. No three (3) story houses shall be allowed. 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 35% of the front façade of the home must be brick or stone. The remainder of the exposed front façade must be 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. **EACH LOT OWNER WILL BACKFILL AND SEED BEHIND CURB.**

3. MINIMUM SQUARE FOOTAGE REQUIREMENTS.

- A. Single Story Residences shall contain a minimum of 2,000 square feet of living space on the main level, excluding breeze way, finished basement, and attached garage. Corner lots can be 1,700 sq. ft. of living space on the main level.
- B. Two (2) Story or Two one-half (2 ½) Story Residences shall contain no less than 1,000 square feet of living space on the ground floor, excluding breeze way, porch, sun room, and attached garage. Square footage of all floors shall contain a total minimum of living space of 2,000 square feet.
- C. Tri-levels & quad-levels shall contain no less than a total minimum of 2,100 square feet of living space, excluding breeze way, porch, sun room and attached garage.
- D. No raised ranches, earth homes, geodesic domes or manufactured homes are *allowed* to be constructed nor moved onto any lot.

4. SET BACKS.

All buildings must be set back a minimum of thirty (30) feet from the property line except lot 4, and must have minimum side yards of ten (10) feet.

5. 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.

6. SIGNS AND ANTENNAE.

No sign or antenna, including earth stations (satellite dishes) shall be displayed or exposed to the public view, except as follows:

- a. Professional sign of not more than four (4) square foot
- b. Sign of not more than thirty two (32) square feet advertising the property for sale or rent
- c. One sign of not more than ten (20) 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.
- d. No antennae may extend more than five (5) feet above the roof line.
- e. No solar panels can be visible from the front yard.
- f. Satellite dishes, of no more than two (2) feet in diameter and attached directly to the dwelling are allowed.

7. **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.

8. **USED BUILDINGS.**

No used buildings shall be moved onto any lot.

9. **COMPLETION.**

All homes and garages shall be completed before home is occupied, except for the interior of the lower level of ranches, split-levels, and quad-levels.

10. **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.

11. **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.

12. **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.

13. **MINIMUM AND MAXIMUM GRADES.**

Finished grade by City of Menasha or 32" above curb. No lot owner shall block, dam, or otherwise obstruct the flow of the surface water drainage so as to cause such water to back-up onto the lot of another property or so as to restrict the use or enjoyment of any other lot owner. Each lot owner is responsible for maintaining established grade. Lawn & landscaping to be completed within one year of occupancy is *strict compliance* with approved subdivision drainage plan. *Any walkout or exposed windows from lower level, must have approval of the Developer and the City of Menasha.*

14. **ARCHITECTURAL REVIEW**

Copy of the blueprint shall be submitted to the Developer for approval.

The external design shall be harmonious and conform to the setback lines.

Variations are to be approved only where, in the opinion of the Developer, it is deemed to be harmonious and pleasing to the effect of the entire neighborhood or where variations are required by the topography of the land.

15. **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 two dogs or two cats, which shall be limited in number to a total of four (4) in any one household provided that said pets are not kept, bred, nor maintained for any commercial purpose. However, the keeping of any dog, cat, or other pet which shall not allow in any way to be a nuisance.

16. **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.

All wood piles are to be stored where it cannot be seen by the public.

17. **ACCESSORY BUILDING.**

All lots can have an accessory building.

All buildings must have concrete slab.

All buildings should be stick built and siding should resemble home.

18. **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 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.

19. **FENCING AND SWIMMING POOLS.**

No wood fencing will be allowed as lot line dividers. Chain link fence will be allowed as a lot line divider. A small fenced in area behind home (12' x 20') for dog is allowed.

Above ground pools are **NOT** allowed.

20. **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.

21. **EXCESS MATERIAL.**

No excess material shall be removed from the subdivision without the consent of the Developer.

22. **TERMS.**

The covenants and restrictions herein contained, shall be in effect until January 1, 2040, after which time they shall be automatically extended for successive periods of ten (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.

23. **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 of the Subdivision.

24. **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.

25. **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.

Woodland Development, LLC Members listed below;

IN WITNESS WHEREOF, Michael H. Hagens, and Carl A. Bowers, owners/developers have hereto set their hand this 30th day of August, 2021.

Michael H. Hagens
Michael H. Hagens, Member

Carl A. Bowers
Carl A. Bowers, Member

STATE OF WISCONSIN)

SS

COUNTY OF CALUMET)

Personally came before me this 30th day of August, 2020, the above-named Michael Hagens, and Carl A. Bowers to me known to be the persons who executed the foregoing instrument and acknowledge the same.



Carol Ann Hagens
Carol Ann Hagens, Notary Public
Outagamie County, Wisconsin
My commission expires March 31, 2025

Drafted by and Return to:
Carol Ann Hagens
Woodland Development, LLC
N 319 Breezewood Drive
Appleton WI 54915