

DOC# 908588

Recorded
JAN. 10, 2008 AT 11:51AM

Document Number

219
La Keview ROAD
SUBDIVISION
Document Title
Restrictive
Covenant

Patricia Kraus

PATRICIA KRAUS
REGISTER OF DEEDS
FOND DU LAC COUNTY
Fee Amount: \$21.00

Recording Area

Name and Return Address

Roberts Homes
255 S. Main St.
Fond du Lac, WI 54935

Parcel Identification Number (PIN)

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WRDA HB Rev. 1/8/2004

Declaration of Covenants, Conditions and Restrictions Town of Taycheedah, Fond du Lac County, Wisconsin

This declaration of covenants conditions and restrictions is for lots 1 through 50 of **Lakeview Road Subdivision**.

Now, therefore, developer (**Lakeview Road Subdivision, LLC**) declares that all of the property described in this instrument shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right; title or interest in it, their heirs, successors and assigns, and shall benefit each owner.

1. Use of Premises

The use of the subject lots in **Lakeview Road Subdivision** shall be restricted to one single-family residence per single-family lot. The premises shall not be used for business or commercial purposes of any nature. Lawns and landscaping shall be maintained in a manner consistent with Town of Taycheedah ordinances. In addition, lawns shall be mowed so that grass height does not exceed 6 inches. Noxious weeds such as thistles shall be removed. Landscaping materials that die off shall be removed from the lot. It is imperative that lot owners comply with the applicable Town Site Ordinance(s), which will be strictly enforced by the Town.

2. Temporary Dwelling

No person shall at any time live in any basement constructed or trailer or garage on within the subdivision. No house trailer or mobile home shall be placed on the property at any time.

3. Livestock

No animals, poultry, pigeons or livestock shall be raised, bred or kept on the subject property, except that any owner may maintain a maximum of two household pets provided they are not kept, bred, or maintained for commercial purposes.

4. Trucks and Vehicles

No trucks larger than a three-quarter ton truck shall be parked or garaged anywhere in said subdivision except in the course of making trade deliveries. No trailer or any farm vehicle shall be parked outside. Non-operating, junked or unlicensed vehicles shall not be kept on the subject property.

5. Signs

No sign shall be placed on said premises having a size greater than 6 inches by 20 inches, except that "For Sale" signs maybe erected when the subject real estate is for sale. An exception to this shall be contractor's signs that may be put up during the construction process. Contractor's signs must be removed when lawn is installed.

6. Recreational Equipment

No boats, snowmobiles, campers, travel trailers, motor homes, ATVs, personal watercraft, motorcycles, tractors or any other such equipment shall be stored outside on the subject property or parked for longer than 36 hours on the subject property.

7. Buildings

No buildings shall be moved on to any lot in said subdivision. All buildings shall be of new construction. No building or lot shall have a satellite dish greater than 24 inches. No rooftop antennas shall be permitted. Towers may not exceed 40 feet in height. No type of communication ham radio antenna will be permitted.

8. Building Completion

Within one year after the acquisition of any lot, the following shall be completed:

- a) The exterior of the subject dwelling according to the plans and specifications.
- b) Grading and leveling of the entire lot.

A one-year construction extension may be granted in writing by the Control Committee, at their discretion.

9. Construction

All construction must meet all state and local codes and ordinances including grade codes. All homes must have a roof with a minimum 6/12 pitch (6 inches of rise to 12 inches of run). All homes are to be of 2x6 construction with a minimum of 4x8x3/8 OSB sheets at each corner. All homes are to have a minimum 25% masonry fronts. The control committee, at its option, may require less based on the type of home. The control committee must approve all exceptions in writing.

10. Landscaping

Each lot is required to have two trees with a minimum diameter of 2 inches or a height of 7 feet. Recommended deciduous trees include: maples, locust, birch, ash, oak, ginkgo, linden, or hackberry. Evergreens shall have a minimum height of 6 feet. Trees must be planted between the primary residence and the public road. This shall occur prior to the lawn being seeded.

11. Driveways

All driveways shall be paved with concrete. Approaches shall be asphalt. Both driveways and approaches must be installed with 18 months of occupancy. All culverts within the subdivision shall have factory made apron end walls.

12. Severability

Invalidation of anyone or more of these restrictions by judgment or court order shall not affect any of the other provisions.

13. Solar Panels and Air Conditioners

No solar panels or equipment for such panels shall be allowed. No window air conditioning units shall be allowed.

14. Fences

Fences cannot exceed 4 feet in height and must be of decorative style, 50% open, in the back yard of premises only and no chain fences.

15. Dog Kennels

Dog kennels must be in the property owner's back yard behind the home or garage and can not exceed 6 feet by 12 feet and must have shrubs planted on the back and both sides.

16. Automobiles

No more than two automobiles, vehicles, boats and/or trucks can be routinely be parked outside of a garage or anywhere on said premises.

17. Building Size

Single story dwellings shall have no less than 1,550 square feet. Two story buildings shall have no less than 1,800 square feet. Basements, open porches or garages shall not be included in determining the amount of square footage. The control committee may not waive the building size covenant.

18. Garages & Outbuildings

No building shall be located on a lot except a dwelling with an attached garage (minimum of two cars). No other outbuildings are to be allowed.

19. Area Characteristics

This subdivision is located near a number of existing natural and man-made features which provide character to the area. Wetlands, woodlands, farms, fields as well as surrounding rural and semi-urban residences and the County airport create an atmosphere uncommon in its diversity. Some tolerance or effort will be required to maintain the existing harmony of uses.

20. Maintenance of Retention Basin and Open Space

Each party purchasing a lot within the Lakeview Road Subdivision shall also receive a 1/50th interest in the retention basin and green areas.

The Control Committee shall have the responsibility of monitoring and maintaining these areas. The Control Committee shall assess all lot owners of record an annual fee, initially set at \$20.00 per lot, for the purposes of funding this maintenance. The Control Committee has the exclusive right to increase the annual assessment in the event the \$20.00 assessment proves to be insufficient.

The maintenance of the wet detention pond shall be under the Control Committee's control. The characteristics of the drainage inlet/outlet structures shall not be changed or be defeated in any way that would alter the performance of the storm water pond. If the pond is altered without the written authorization of the WDNR and Fond du Lac County or are left to accumulate trash or debris, the Town shall have the authority to remove such and/or make the necessary repairs and insert the cost on the property owner's tax bill. The Control Committee shall cause the inspection of the wet detention basin on a semi annual basis. They shall check all physical aspects of the basin, paying particular attention to erosion control or damage to any of the critical parts of the basin. Each inspection shall include a check for siltation in the forebay and in the permanent pool portion of the basin. If it is found that the depth of the forebay or the permanent pool has been reduced by siltation by 2' or more the silt shall be removed and the depth of the basin restored. Disposal of the removed silt shall take place at a site and in a manner that prevents the silt from re-entering the retention basin.

Grass shall be planted and mowed in these areas. No grading or earthwork shall occur. No weeds, plantings or trash shall be allowed to accumulate so that the function of these ponds is impaired. No permanent or temporary structures may be located in these areas.

The Control Committee shall compile their record of inspections and any actions taken by them in a written record kept by the Control Committee. The Control Committee shall make the records available to representatives of Fond du Lac County the WDNR or the Town of Taycheedah upon request.

21. Term

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty years from the date that said covenants are recorded. After said twenty year period the restrictive covenants shall automatically be extended for successive five year periods unless an instrument signed by the majority of the then owners of lots has been recorded, which said instrument should change said covenants in whole or part. Prior to the completion of the twenty-year period the restrictive covenants may only be amended in writing with the approval of a majority of then lot owners.

22. Roadside Maintenance and Miscellaneous

Property owners are responsible for the maintenance of that portion of the public right of way lying between the paved road way and their property line. This area is typically the area encompassed by the road ditch. Property owners may not enclose the ditch in pipe except for the portion of ditch beneath the driveway, without the expressed written permission of the Town of Taycheedah. In the event the Town allows the ditch to be piped, an engineer approved by the Town and installed according to a Town approved plan shall design the installation. A Town Representative shall inspect the entire work. All costs of the project, including

materials, labor, engineering, and supervision shall be paid for by the parties requesting the work.

23. Swimming Pools

All owners shall be aware of the fact that the Town of Taycheedah has ordinances regulating the fencing of swimming pools. Any swimming pools, be they in ground or above ground, shall fully comply with all local ordinances concerning the construction of swimming pools and accompanying protective measures including fencing.

24. Control Committee/Enforcement

Should one or more of the restrictive covenants need be enforced, it shall be the responsibility of the party found in violation of the said covenant(s) to pay all costs, including attorney fees to make the determination and remedy of said violation. The control committee shall be formed to review any alleged violation. The initial committee shall consist of **Lakeview Road Subdivision, LLC**, until such time as 100% of the lots are sold. At that time a committee of three lot owners shall be formed to assume the responsibilities of, the control committee. Lakeview Road Subdivision, LLC shall appoint these three members of the committee.

25. Perpetuation of Stone Fence Line & Vegetation

It is the intent of this covenant or condition to maintain and to perpetuate the stone fence lines & accompanying vegetation that abuts this property on the south and east. No portion of the stone fences or any mature trees may be removed. It is permissible to remove debris, weeds or brush from the fence lines however the fences and mature trees must be maintained. It is further stated that this provision of the covenants and conditions is irrevocable.

Dated : 1/8/08

Lakeview Road Subdivision, LLC

James A. Roberts
James A Roberts, Member

This individual personally came before me on 01-08-2008

Scott A. Colwell
Notary Public, Fond du Lac County, Wisconsin

My Commission expires: 10/10/2010

This instrument was drafted by **Lakeview Road Subdivision, LLC**.