

**RESTRICTIVE COVENANTS FOR LAKE PARK HEIGHTS**  
CITY OF MENASHA, CALUMET COUNTY, WISCONSIN

WHEREAS, Winnebago Investments, L.L.C. (hereinafter Developer) is the owner of property known as Lake Park Heights, Lots 1 through 84, City of Menasha, Calumet County, Wisconsin.

WHEREAS, said plat was recorded in the office of the Register of Deeds for Calumet County, Wisconsin, on the Seventh day of February, 2003 at 9:24 O'clock A.M. and filed as Document No. 349282. Lake Park Heights is a part of the Southeast ¼ of the Southeast ¼ of Section 8, Township 20 North, Range 18 East, City of Menasha, Calumet County, Wisconsin.

1. **PURPOSE**

The purpose of these covenants is to ensure the use of property for attractive residential purposes only, to prevent nuisance and the impairment of the attractiveness of the property, to seek the use of quality materials and workmanship, to maintain the desired atmosphere and appearance of the community and, thereby, to secure to each site owner the full benefit and enjoyment of their home, with no greater restriction on the free and undisturbed use thereof, than is necessary, to ensure the same advantages to the other site owners.

2. **MINIMUM FLOOR AREA & DESIGN**

All structures to be erected in the Subdivision shall be of a pleasing and harmonious external design and shall conform with all established setback lines; and any dwelling that fails to conform to the specified minimum areas shall not be permitted on any lot, except with prior written approval of Developer. The square footage of the main structure, exclusive of open porches, breezeways and garages, shall not be less than the following:

<b>Dwelling Type - Single Family Lots 1 through 14, 17 through 23, 43, 44 and 81 through 84.</b>	<b>Minimum Size</b>
Ranch	1,300 Sq. Ft. above grade
Split Level & Raised Ranch	1,200 Sq. Ft. above grade
1½ Story & Two Story	1,600 Sq. Ft. above grade

<b>Dwelling Type - Single Family Lots 15, 16 and 24 through 42</b>	<b>Minimum Size</b>
Ranch	1,400 Sq. Ft. above grade
Split Level & Raised Ranch	1,300 Sq. Ft. above grade
1½ Story & Two Story	1,700 Sq. Ft. above grade

<b>Dwelling Type - Single Family Lots 45 through 80</b>	<b>Minimum Size</b>
Ranch	1,500 Sq. Ft. above grade
1½ Story & Two Story	1,800 Sq. Ft. above grade

3. **LAND USE & BUILDING TYPE**

No lot, whether alone or in combination with one or more other lots in this Subdivision, shall be used except for single-family residential purposes and restricted as follows:

- a. All dwellings shall have not less than a two-car garage attached thereto, of no less than 480 square feet.

- b. All dwellings shall have a roof pitch of not less than 6/12 with a roof overhang of a minimum of 18" on the front and rear and 12" on the gable ends.
- c. No used, modular, manufactured, geodesic dome or earth homes will be allowed on any lot.
- d. Developer requires that any and all builders obtain the written approval of Developer before commencing construction of any dwelling in the Subdivision.
- e. All homes, including attached garages, shall be completed within twelve (12) months after commencement of building construction and shall not be occupied prior to completion, except that the interior of the below grade level of split level and raised ranch homes need not be completed. All landscaping must be completed within one (1) year after occupancy, except that the Developer may approve a variance. Rocks, painted earth or sand in place of grass, to give a desert look, shall not be permitted. All lawns shall be a minimum of 80% mowed grass, except that the Developer may approve a variance. No unmowed meadow growth (Prairie grass) shall be allowed except for the east one half of the berm along Lake Park Road as provided for herein. All driveways are to be hard-surfaced with concrete, blacktop or similar surface, within two (2) years of occupancy.
- f. Developer reserves the right to complete construction or landscaping that has commenced, but has not been completed within the above time-frame, and owner is not proceeding with due diligence to complete construction or landscaping. Any costs so incurred by Developer (including, but not limited to, attorney's fees and court costs) shall become a lien on the lot.
- g. No trailer, tent, shack, basement, garage, barn or other outbuilding shall be used temporarily or permanently as a residence.
- h. No dwelling shall exceed two (2) stories in height above finished grade level.
- i. All residential homes constructed within the Subdivision shall be required, at a minimum, to have brick or stone on 15% of the front of the home facing the street, except that a variance may be approved by the Developer for certain styles of homes, such as "Salt box", etc.
- j. One (1) out building shall be allowed, but it shall be no larger than 12' x 12' and shall be a single-story structure only. It must be covered with the same siding and roofing as used in the construction of the residence, with the same roof pitch as the residence and placed in the rear yard of the lot. Erection of all out buildings shall require written approval by the Architectural Review Committee, who will need building plans, site plan and specifications. The City of Menasha also requires a permit to erect an out building.
- k. During construction, no access to the building site shall be allowed through a ditch or over adjacent lots. If any damage is done to adjacent lots or ditches, the owner of the home under construction shall restore or pay the Developer or lot owner for the restoration of said property to its pre-damaged condition.
- l. No building materials shall be placed on any lot more than thirty (30) days prior to the time construction is to begin. No building materials shall remain on any lot more than thirty (30) days after construction is completed.
- m. All residences shall have basements or footings extending at least four (4) feet below grade.
- n. All trash and waste shall be kept in sanitary containers inside garage. Each lot owner is required to perform all necessary maintenance and upkeep of their lot. No trash, waste, brush, weeds or long grass is permitted. It is the lot owner's responsibility to keep the grass and weeds mowed prior to the start of construction of their residence.
- o. No external antenna, unless approved by the Architectural Review Committee, and no satellite dishes more than twenty-four (24) inches in diameter shall be allowed. No satellite dish shall be visible from the street passing by the front of the home.

#### 4. ARCHITECTURAL REVIEW COMMITTEE

The Developer shall appoint an Architectural Review Committee, consisting of one or more members. The Architectural Review Committee shall be charged with the power to pass approval

of all plans of residences and out buildings to be constructed in the Subdivision. No residences or out buildings may be constructed without approval of the Architectural Review Committee. The Architectural Review Committee shall approve or deny the design, specifications and location. The external design shall be harmonious and conform to the set back lines. Variations are to be approved only where, in the opinion of the Committee, 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. Refusal or approval of plans and specifications by such Committee may be based upon any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Committee, shall deem sufficient. As long as Developer owns any lot in Lake Park Heights, no residence, out building or addition to the foregoing, may be erected on any lot in this subdivision until the plans, site plan and specifications have been submitted to and approved in writing by the Architectural Review Committee. The Architectural Review Committee shall retain a copy of the building plans, site plan and specifications. After Developer no longer owns any of the lots in Lake Park Heights, all privileges, powers, rights and authority shall be exercised by and vested in a committee to be selected by the owners of the majority of the lots in Lake Park Heights. Submit plans and specifications to:

Alan Ament  
c/o Ament Real Estate, Inc.  
217 E. Pacific St.  
Appleton, WI 54911

5. SET BACK

All residences shall be set back not less than twenty-five (25) feet from the street in the direction that the building faces, unless a greater distance is required by City of Menasha Zoning Ordinance. All side and rear yards shall conform to the City of Menasha Zoning Ordinance.

6. IMPROVEMENTS

All lot sales will include graveled streets, sewer and water lines stubbed to the lot line, and access to natural gas, telephone lines, cable television and underground electric. The City of Menasha is responsible for the installation of curb and gutter and asphalt paving on the streets, the cost of which will be special assessed to the current lot owner.

7. GRADES

No building or structure shall be erected or landscaping done until grades have been established by a licensed land surveyor or engineer showing conformity with the approved drainage plan for the Subdivision. The cost of establishing grades shall be borne by the property owner. All lot owners shall be required to sign an affidavit acknowledging receipt of drainage requirements for each lot. All lots must maintain the site drainage plan and home elevation specified for each lot, as approved by the City of Menasha.

8. PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; with the exception of dogs, cats or other household pets, which may be kept, provided they are not kept, bred or maintained for any commercial purpose. No doghouses, dog kennels, cages, sleeping quarters or any kind of outside housing for animals shall be allowed, except that a dog or pet run no larger than 100 sq. ft. in size may be constructed provided that it is not visible from the street passing by the front of the residence. In addition any dog or pet run must be visually hidden from the view of any adjacent lot owner. A dog or pet run may be visually hidden from view by wood fencing, as long as the finished side of the fence faces the lot of the adjoining neighbor or by shrubbery or plantings of sufficient size and placement to impede the view of the dog or pet run to

adjacent owners. Solid wood fences are not allowed; board on board or basket weave patterns are acceptable.

9. VEHICLES

No unlicensed vehicles will be permitted on any lot, unless stored within a garage. No boats, recreational vehicles, campers, trailers, tractors, motorcycles, ATV's or lawn maintenance equipment will be permitted to be stored on any lot, unless stored within a garage or out building. No bus, large truck, semi tractor and/or trailer shall be parked anywhere within the exterior boundaries of all phases or additions to Lake Park Heights, unless they are there less than 48 hours to facilitate a lot owners moving in or out.

10. COLORS

No bright or vivid green, blue, red or yellow siding shall be allowed on any residence or garage. The Architectural Review Committee shall have final approval of any shades of the aforementioned colors.

11. SIGNS

No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one (1) square foot and/or one sign of not more than five (5) 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.

12. FENCING

No chain link fencing will be allowed as lot line dividers. Wood fencing will be allowed as lot line dividers, as long as the framing side of the fence faces the fence lot owner and the finished side faces the lot of the adjoining neighbor. Solid wood fences are not allowed. Board on board or basketweave patterns are acceptable. The City of Menasha also requires a permit to install a fence on any lot.

13. FILL

As long as the Developer owns any lot, in Lake Park Heights, the Developer reserves the right to direct the disposition of any dirt that is to be removed from any lot. However, such disposition, as directed by the Owner/Developer, shall be within a one-mile radius of the lot. It is the responsibility of the owner of the lot to contact the Developer (Winnebago Investments, LLC, c/o Alan Ament) prior to hauling out any fill.

14. BERM

The earthen berm located along Lake Park Road on lots 1 through 12 and lot 84 shall not be removed or its location altered by any lot owner. In order to maintain an attractive and uniform appearance to passers by on Lake Park Road, Developers shall plant the east one half of the berm in prairie grass. It shall be the responsibility of these lot owners to maintain the prairie grass on the east one half of the berm in a consistent, uniform and harmonious manner. The prairie grass shall be let to grow wild and shall not be mowed. In addition to prairie grass, the lot owners may, but are not required to, plant trees and/or shrubs in a random pattern on the east one half of the berm, provided that the plantings of one lot blend harmoniously with that of another to create a feeling of continuity. On the west one half of the berm, starting at the center of the crown of the berm, the individual lot owners may landscape in any manor they so desire.

15. EASEMENTS

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 materials shall be placed or permitted to remain that may damage or interfere with the installation or maintenance of utilities, or that may change the direction of flow of drainage channels in the easements, or that 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 is responsible.

16. NUISANCES

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

17. COVENANTS

- a. These covenants 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 an agreement to observe and abide by such covenants, conditions and restrictions for the protection of all owners within the subdivision.
- b. Invalidity 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.
- c. 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 Calumet County, Wisconsin.
- d. 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 attorneys' fees and court costs) incurred in successfully enforcing these conditions, covenants, and restrictions.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 27<sup>th</sup> day of March 2003.

**Winnebago Investments, LLC**

By: \_\_\_\_\_  
Alan P. Ament, Member

