

Declaration of Conditions
Covenants and Restrictions for the
Plat of Whispering Meadows Drive

Document Number

Document Title



8 3 1 0 0 2 3
Tx:4224678

1725726

REGISTER'S OFFICE
WINNEBAGO COUNTY, WI
RECORDED ON
10/19/2016 8:36 AM

CHRISTOPHER LARSON
DEPUTY REGISTER OF DEEDS

RECORDING FEE 30.00
PAGES: 5

Recording Area

Name and Return Address

Whispering Meadows Drive LLC
Mark E. Luebke
3929 County Road II
Larsen, WI 54947

Parcel Identification Number (PIN)

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This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

RESTRICTIVE COVENANTS FOR WHISPERING MEADOWS TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN

WHEREAS, Whispering Meadows Drive LLC (hereinafter Developer) is the developer of property known as Whispering Meadows, Lots 1–10 and Lots 11–14 of CSM 7089, Town of Clayton, Winnebago County, Wisconsin.

WHEREAS, said plat recorded in the office of the Register of Deeds of Winnebago County, Wisconsin, the 21st day of July, 2015, Document No.1692716, and CSM 7089 recorded in the office of the Register of Deeds of Winnebago County, Wisconsin, on the 17th day of May, 2016, Document No.1713241. Whispering Meadows is a part of Section 21, Township 20 North, Range 16 East, Town of Clayton, Winnebago 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 Lot 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:

<i>Dwelling – Single Family</i>	<i>Minimum Size</i>
Ranch	1800 Sq. Ft. above grade
Split Level, Bi-Level & 1-1/2 Story	1800 Sq. Ft. above grade
Two Story	2000 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, owner occupied, residential purposes and restricted as follows:

- A. All dwellings shall have not less than a three-car garage attached thereto, of no less than 864 square feet
- B. All dwellings shall have a roof pitch of not less than 7/12.
- C. No used, 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 or Developer's assigns before commencing construction of any dwelling in the Subdivision.
- E. If any below ground farm/field tile is disturbed, damaged, or destroyed during the digging and construction of the home's foundation, said farm/field tile must be reconnected to properly function and not restrict ground water flow.
- F. All homes, including attached garages, shall be completed within four (4) 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.
- G. All driveways are to be hard-surfaced within one year of occupancy, consisting of concrete beginning at the garage to the road right away and asphalt from the concrete to the main road surface.
- H. Developer or Developer's designs reserve the right to complete construction or landscaping that has commenced, but is not 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.
- I. No trailer, tent, shack, basement, garage, barn or other outbuilding shall be used temporarily or permanently as a residence.
- J. No dwelling shall exceed two (2) stories in height above finished grade level.

- K. All residential homes constructed within the Subdivision shall be required, at a minimum, to have brick, stone or other masonry material on 40% of the front of the home facing the street,
- L. A maximum of one (1) outbuilding will be allowed on any given lot. Size of said outbuilding will be no less than 200 square feet, and no more than 720 square feet, with exterior design and type and percentage of materials consistent with the residential home allowed in the plat.
- M. Gazebos made of natural wood, brick, stone, or vinyl material consistent with the home are allowed by approval of Developer or Developer's assigns. Size not to exceed 400 square feet.
- N. Attached decks made of natural wood or vinyl material consistent with the home are allowed, not to exceed 500 square feet.
- O. 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.
- P. 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.
- Q. All residences shall have basements or footings extending at least four (4) feet below grade and lowest dwelling opening will be at a minimum of 18" above the crown of the main road surface.
- R. 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.
- S. External antennas or structures, either roof or ground mounted, are not allowed unless first approved by the Developer or Developer's assigns. No structure taller than 10' above the highest point of the home will be allowed.
- T. Satellite dishes, no more than twenty-four (24) inches in diameter, shall be allowed as long as the location is to the back of the home and not clearly visible from the street.
- U. A below ground swimming pool is allowed and must be enclosed by a black wrought iron fence, with dimension not to exceed 50% greater than the size of the pool. No above ground swimming pool shall be allowed in the Plat.
- V. The lot owner is required to perform all necessary maintenance and upkeep of the lot prior to construction, including keeping the lot free of trash, waste, brush, weeds, and long grass. At all times during construction, the site shall be maintained to Developer or Developer's assigns reasonable satisfaction in a neat and orderly manner. Construction debris shall be contained at all times in some manner as will prevent such material from blowing unto neighboring properties and/or streets.
- W. If prior to beginning construction of the home, lot owner desires to continue to benefit from agricultural land use zoning, only Developer shall be allowed to till, seed and harvest agricultural crop, with any costs and proceeds to be the responsibility of the Developer.
- X. Mailbox location will be placed at the end of each individual driveway, per USPS. Mailbox should be mounted on a single cross post constructed of wood or vinyl materials and meet Town of Clayton road right-of-way restrictions. Any variation must be approved by Developer or Developer's assigns.

4. ARCHITECTURAL REVIEW

No dwelling or other house or structure shall be erected on any lot of this subdivision until the plans and specifications have been submitted to and approved by the Developer or Developer's assigns. The Developer or Developer's assigns shall approve or disapprove such plans and specifications within sixty (30) days after the same have been submitted. Plans and specifications shall be deemed approved only if a written approval signed by Developer or Developer's assigns is received. All decisions of the Developer or Developer's assigns shall be enforceable against any lot owner if made in a good faith exercise of the judgment or discretion so long as such decision is not clearly in conflict with the express provisions of this declaration. Any person seeking to challenge any such decision of the Developer or Developer's assigns shall have the burden of proof to establish that such standards were not met at the time of the decision was made.

Submit plans and specifications to:
 Jill Hendricks
 Vision Realty & Development, LLC
 2100 Freedom Road/PO Box 225
 Little Chute, WI 54140
jill@visionrealtyanddev.com

5. SET BACK

All set back lines shall conform to local zoning regulations except Developer or Developer's assigns may, in promoting overall harmony, establish other requirements in addition to such municipal regulations.

6. IMPROVEMENTS

All lot sales will include paved street, access to underground natural gas and electric. LP gas or oil tanks of any size are not allowed, except for the use of outdoor grills.

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 Town of Clayton.

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, outside access doors, 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 created 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. Invisible fencing may be used to create this area. A dog or pet run may be visually hidden by shrubbery or plantings of sufficient size and placement to impede the view of the dog or pet run to adjacent owners.

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. No bus, large truck, semi tractor and/or trailer shall be parked anywhere within the exterior boundaries of all phases or additions to Whispering Meadows, 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. Developer or Developer's assigns 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 signs used by a builder to advertise the property during the construction and sales period. Any advertising, political, or informational signs, whether temporary or permanent, are not allowed.

12. FENCING

No fencing per plat, except black wrought iron encompassing an in ground pool, is allowed.

13. FILL

All fill and/or topsoil from plat must remain in the subdivision, Any fill or topsoil stockpiled within the subdivision is the property of the subdivision Developer and is not part of the sale of the lot on which it is stockpiled. As long as the Developer owns any lot in Whispering Meadows, the Developer or Developer's assigns reserves the right to direct the disposition of any dirt that is to be removed from any lot. No fill or topsoil may be hauled out of this subdivision without permission of the Developer or Developer's assigns.

14. EASEMENTS

Easements for drainage, installation and maintenance of utilities, or for Developer's access, 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.

15. 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.

16. 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 judgment 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 or Developer's assigns as long as the Developer owns any lot for resale in the subdivision; (b) the Developer maintains residence in the subdivision, (c) after the Developer has sold all lots, and no longer maintains residence, 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 Winnebago 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.
- E. Variations in any of these covenants may be permitted by the Developer or Developer's assigns where he is reasonably satisfied that such variations will be pleasing and generally in keeping with the character of surrounding properties and will not be a detriment to the subdivision as a whole. After the Developer no longer owns any lot in the subdivision, requests for variations may be submitted to such review committee(s) as may be convened from among the property owners within the subdivision for consideration and approval or rejection.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this on the 11th day of October, 2016.

Whispering Meadows Drive, LLC

By: Mark E. Luebke
Mark E. Luebke

STATE OF WISCONSIN

COUNTY OF WINNEBAGO

Personally came before me this 11th day of October, 2016, the above named Mark E. Luebke, known to me to be the person who executed the foregoing instrument.

Notary Public
Winnebago County, Wisconsin
My commission expires 12/7/18

Tori L Straw



Drafted by Mark E. Luebke