

VOL 955 P. 979

599578



DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS & ASSIGNMENTS

Document Number

Document Title

REGISTER'S OFFICE
WAUPACA COUNTY WI
RECEIVED FOR RECORD

18

SEP 21 1999

At 10:20 o'clock A.M. and Recorded

In Vol 955 Page 979

Jamie J. Jensen
Register

Recording Area

Name and Return Address TITLE ONE

Jerry C. Lyons
206 West Fulton Street
Waupaca, WI 54981

Parcel Identification Number (PIN)

LYONS WOODLAND ESTATES

Declaration of conditions, covenants, restrictions and assignments for the development of the Lyons Woodland Estates, hereinafter collectively referred to as covenants. Being Lots 1 through 25, all in the City of Waupaca, County of Waupaca, Wisconsin.

WHEREAS, Jerry C. Lyons, referred to as "Developer", is the owner of said lots, Lyons Woodland Estates, and whereas, the Developer's desire to control the purpose for which the lots are used, to maintain a high standard of quality with respect to the development and maintenance of the lots and the structures constructed thereon, and to facilitate the same, to obligate the owners of the lots or any part thereof to be bound by certain conditions, restrictions, reservations and easements for the benefit and protection of the investment of each lot owner.

NOW, THEREFORE, the Developer hereby declares and provides that all of the above described lots, as part of Lyons Woodland Estates, are hereby subject to the following covenants:

1. SINGLE FAMILY RESIDENCES

The lots shall be used for single-family residences only with a private, standard size garage for two or more cars and at least 480 square feet or more attached to said dwelling. No detached garages. The garage shall be built at the time of the initial construction. No motor vehicle, trailer, basement, tent, shack, detached garage, barn or outbuilding shall at any time be used as a residence.

2. PETS

Only two domestic animals may be kept on any lot owner's premises. No other animals, livestock or poultry of any kind shall be raised, bred or kept

on the lot. Commercial animal boarding, kenneling or treatment is prohibited whether for fee or not.

3. UTILITY BUILDING

Each lot may have one additional utility building providing such building adheres to the following:

- A. Must match home in architectural design, colors, and exterior materials such as siding and roofing.
- B. Must be no larger than 16 foot by 20 foot.
- C. Must be one-story only.
- D. Must be behind the residence.
- E. Buildings may not have separate driveway to the street.

4. RELOCATION OF EXISTING STRUCTURES PROHIBITED

No building constructed elsewhere shall be moved upon any lot.

5. CITY'S RIGHT TO INSTALL SIDEWALKS

The lot buyer agrees to allow the City of Waupaca to construct new sidewalks at it's discretion once three-fourths of the lots have been sold and to assess 100% of the cost of same to the lot owner or any heirs, successors and assigns of the lots which constitute Lyons Woodland Estates subdivision. The special assessment notice and hearing procedure is waived.

6. 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 square foot or one sign of not more than five square feet advertising the property during the construction and sales period.

7. NUISANCE

No activity shall be conducted and no equipment or processes shall be caused or maintained on the property that creates unusual noise, vibration, glare, fumes, odors or electrical interference detectable by normal senses beyond the lot boundary except in connection with construction, repairs or maintenance of the property.

8. TEMPORARY BUILDING AND STRUCTURES

No temporary building or structure shall be occupied for living purposes at any time.

9. VEHICLES AND EQUIPMENT

No vehicles except those used primarily for general personal transportation on a recurrent basis shall be parked or stored on the lot unless parked or stored within the garage. Any service vehicles owned or operated by the lot owners and their families are prohibited unless they are kept in the garage. There shall be no customary parking or storage of any boat, camper, trailer and the like unless parked or stored within the garage. No vehicle, boat, camper or trailer shall be stored on the lot prior to the occupancy of the dwelling. The Developer, his agents or assigns is permitted to maintain a sales trailer in connection with the sale of lots.

10. TRASH

All trash and waste shall be kept in sanitary containers. No sanitary container shall be placed in the front of any dwelling prior to the day before regularly scheduled collection, except as may be authorized by city ordinance.

11. FENCES

Fences are permitted provided they fall into one of the following categories: split rail, chainlink or decorative cedar. If a solid fence is used the exterior must be same as the interior.

12. MINIMUM FLOOR AREA

Each residential structure shall be no less than 1,600 square feet of living space for a ranch, bi-level or tri-level, or less than 1,800 square feet of living space for a two-story residence.

- A. Living space is defined as those levels totally above the exterior finished grade, excluding garage or breezeway.

13. APPROVAL OF BUILDING PLANS

- A. All roof pitches shall be 6/12 or greater.
- B. Aluminum, steel, vinyl, brick, stone and most wood siding types will be permitted. However, "Texture 1-11", hardboard or other similar siding is not permitted. All wood siding must be sealed, stained, or

painted. Trim, siding and roofing colors will be coordinated to provide the most esthetic combination.

- C. Each residential structure erected shall have its external construction completed and the lot fully landscaped within 12 months from the date of issuance of the building permit, except for delays in completion due to strike, war or act of God. All external construction must be completed prior to occupancy.
- D. All driveways from the garage to the lot line shall be paved bituminous (asphalt) or concrete (cement) within one year from date of occupancy.

14. LANDSCAPING

The following are minimum landscaping requirements:

- A. No landowner shall cause the obstruction of any swale or drainage way whether protected by easement or not which is in existence at the time of development so as to impede the flow of surface water from the other lots through such swale or drainage way. The shall include the drainage ditches along public streets.
- B. The use of decorative landscape beds, berms and plantings is encouraged; however, the complete screen of the front yard is prohibited.

15. SUBDIVISION OF LOTS PROHIBITED

No lots shall be re-subdivided so as to create additional building parcels.

16. ENFORCEMENT

The Developer and/or the owners benefited by this Declaration may enforce these conditions, covenants and restrictions using any available legal or equitable remedies including by way of example only affirmative or restrictive injunctions. In the event of litigation to enforce these conditions, covenants and restrictions, the non-performing party of the party violating any of the conditions, covenants and restrictions shall reimburse the Developer and/or owners for all out-of-pocket expenses (including actual attorney's fees and court costs) incurred unsuccessfully enforcing these conditions, covenants and restrictions.

17. TERMS OF COVENANTS

This declaration shall run with the land and shall be binding on all owners of lots covered by this document for a period of 25 years from the date this

document is recorded, after which time it shall automatically stand renewed for successive 10-year periods unless an instrument terminating or changes such covenants in whole or in part is signed by at least two-thirds of the lot owners and recorded in the office of the Waupaca County Register of Deeds.

18. VALIDITY

Invalidation of any of these covenants or any severable part of any covenant by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

19. ZONING

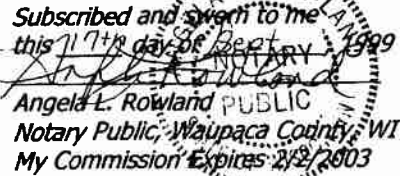
All lots and improvements are further subject to all applicable zoning laws, ordinances and building codes.

OWNER:


Jerry C. Lyons

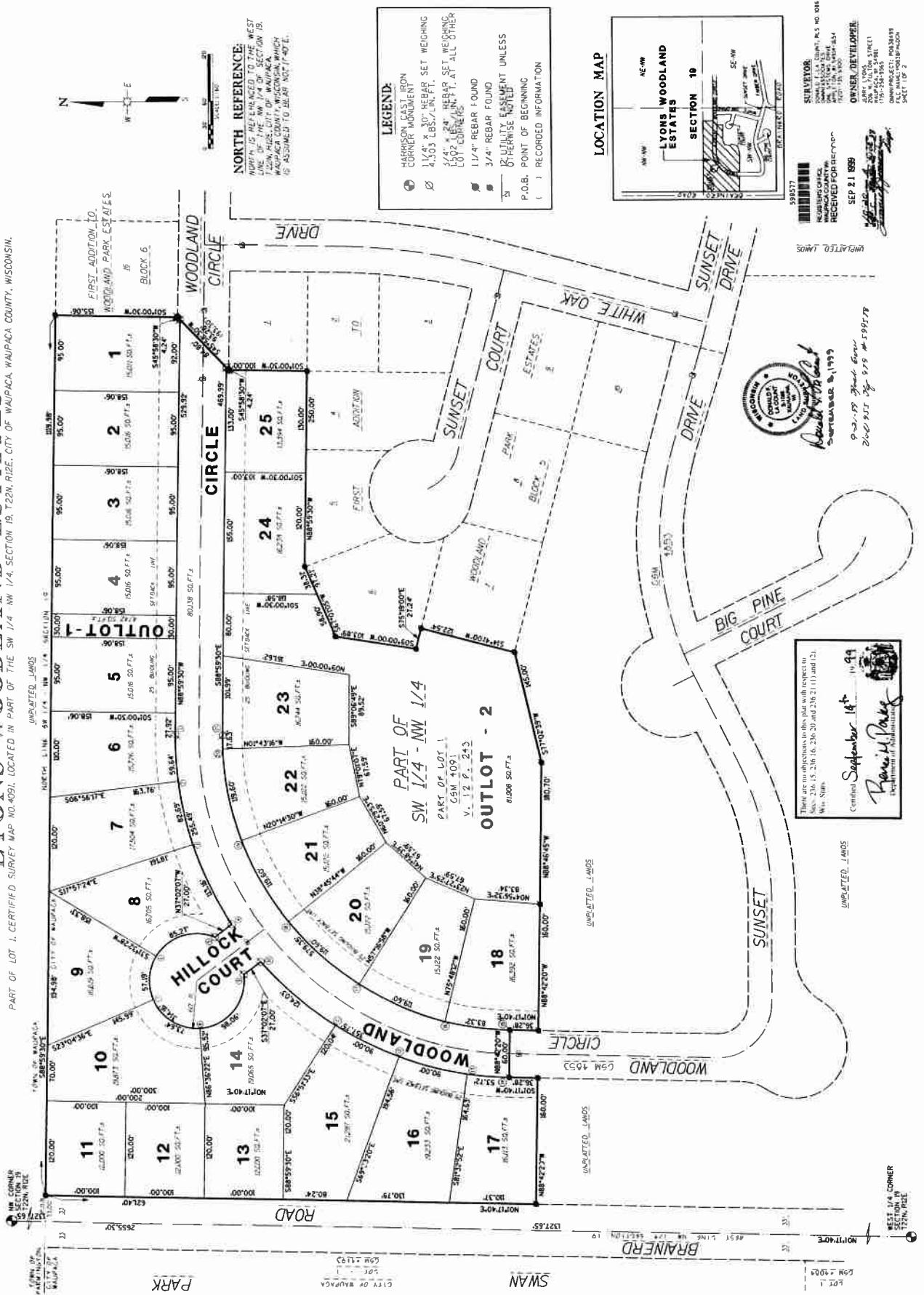
Dated:

9-17-99


Subscribed and sworn to me
this 17th day of September 1999
Angela L. Rowland
Notary Public, Waupaca County, WI
My Commission Expires 2/2/2003

99 LYONS WOODLAND ESTATES

PART OF LOT 1, CERTIFIED SURVEY MAP NO. 4091, LOCATED IN PART OF THE SW 1/4 NW 1/4, SECTION 19, T22N, R12E, CITY OF WAUPACA, WAUPACA COUNTY, WISCONSIN.



LOCATION MAP



SURVEYOR
 KENNETH J. HARRISON
 KENNETH J. HARRISON & SONS, INC.
 1700 W. 15TH STREET
 WAUPACA, WISCONSIN 54981
 (715) 254-2545

OWNER/DEVELOPER
 SEP 21 1999
 RECEIVED FOR RECORD
 COUNTY OF WAUPACA
 REGISTRY

UNPLATTED LANDS

These are corrections to this plat with respect to Secs. 236, 15, 236, 16, 236, 20 and 236, 21 (1) and (2), Wis. Stats.

Certified September 14th 1999

Renee H. Palko
 Department of Administration

9-21-99 Great River
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UNPLATTED LANDS

WEST 1/4 CORNER
 SECTION 19
 T22N, R12E

