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Meadow ESTATES  
DECLARATION OF COVENANTS

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*Patricia Kraus*

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REGISTER OF DEEDS  
FOND DU LAC COUNTY  
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Recording Area

Name and Return Address

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Parcel Identification Number (PIN)

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## Meadow Estates

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

This declaration of covenants, conditions and restrictions is for lots 1 through 106 of Meadow Estates Subdivision.

Now, therefore, developer (Meadow Estates 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 properties 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 Meadow Estates subdivision shall be restricted to one single-family residence per single-family lot or one duplex per duplex 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 Fond du Lac ordinances. In addition, lawns shall be mowed so that grass height does not exceed six (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, garage, or trailer 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 (2) household pets provided they are not kept, bred, or maintained for commercial purposes.

#### **4. Trucks and Vehicles**

No truck 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 six (6) inches by twenty (20) inches, except that "For Sale" signs may be 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 the 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 thirty-six (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 twenty-four (24) inches. No rooftop antennas shall be permitted. Towers may not exceed forty (40) feet in height. No type of communication ham radio antennas will be permitted.

## **8. Building Completion**

Within one (1) 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 (1) 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 (2) trees with a minimum diameter of two (2) inches or seven (7) feet in height. Recommended deciduous trees include: maples, locus, birch, ash, oak, ginkgo, linden, or hackberry. Evergreens shall have a minimum height of six (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 blacktop. Both driveways and approaches must be installed within eighteen (18) months of occupancy. All culverts within the subdivision shall have flared ends.

## **12. Severability**

Invalidation of any one 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 four (4) feet in height and must be of decorative style, 50% open, in the backyard of premises only, and no chain fences.

## **15. Dog Kennels**

Dog kennels must be in the property owner's backyard behind the home or garage and cannot exceed six (6) feet by twelve (12) feet and must have shrubs planted on the back and both sides.

## **16. Automobiles**

No more than two (2) automobiles, vehicles, boats, and/or trucks can be routinely parked outside of a garage or anywhere on said premises.

### **17. Building Size**

Single-story dwellings shall have no less than 1550 square feet and multi-story dwellings shall have no less than 1900 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**

No building shall be located on a lot except a dwelling with an attached garage (minimum two-car); providing, however the control committee shall have the right to authorize (in writing) other buildings, including out-buildings or garden sheds, in its sole discretion with such restrictions, conditions and limitations as it may deem appropriate. All detached buildings must comply with various ordinances including, but not limited to, a maximum size of 600 square feet.

### **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. Duplex Lots**

Lots 23, 24, 25, 26, 27, and 28 shall be designated for duplex lots. Duplex homes shall have a minimum of a one-car garage per one side and a two-car garage per the other. Also, homes are not to be duplicated in color or architecture next to each other.

### **21. Easements**

The subject lot owners shall provide easements for the installation and maintenance of public utilities. The owners of lots 35, 36, 37, 38, and 39 shall be individually and jointly responsible for the maintenance of the portions of the storm water ponds, which are within these lots. 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 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 ponds. If ponds are altered without the written authorization of the town, 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.

### **22. 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 (20) 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 a 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 the then owners.

### **23. 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 Fond du Lac. 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.

#### **24. Swimming Pools**

All owners shall be aware of the fact that the Town of Fond du Lac 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.

#### **25. Lighting**

This subdivision is served by ornamental street lighting. The operational cost and maintenance of the lighting, together with reasonable town administration charge, shall be borne equally by all lots in the subdivision and shall be collected annually as a special charge on the real estate tax bill.

#### **26. Park Fees**

The Town of Fond du Lac requires a fee for park expenses. As of the recording of this document, the fee is \$200 and will be collected by the town at the time that the building inspector issues a building permit. It should be noted that the town might change the fee from time to time, as they deem appropriate.

#### **27. Control Committee/Enforcement**

Should one or more of the restrictive covenants need to 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 Meadow Estates LLC, until such time as 100% of the lots are sold. At that time a committee of three (3) lot owners shall be formed to assume the responsibilities of the control committee. Meadow Estates LLC shall appoint these three (3) members of the committee.

#### **28. Conservancy Areas**

Lots 1 through 12 and lots 48 through 59 shall have a designated area as defined by the final plat as a conservancy area. The intent of the conservancy area is to preserve the existing vegetation in the designated areas. No grass, vegetation or trees shall be cut or trimmed in this area, other than noxious weeds as listed by Fond du Lac County.

#### **29. Noise & Aviation Easement & Non-Suit Covenant**

This subdivision is near the Fond du Lac County Airport and is within the "Height Limitation Zoning Map" as amended from time to time. The purchaser is hereby advised that the subject property is located in a noise impacted area; that these present and future noise impacts might be annoying to users of the land for its stated purpose and might interfere with the unrestricted use and enjoyment of the property and its intended use; that the noise impacts might change over time by virtue of greater numbers of aircraft, louder aircraft, seasonal variations and time-of-day variances; that changes in airport, aircraft, and air traffic control operating procedures or in airport layout could result in increased noise impact; and that the purchaser's and user's own personal perceptions of the noise exposure could change and that his or her sensitivity to aircraft noise could increase. The purchase does hereby grant and convey to Fond du Lac County its successors and assigns, a continuing right to keep the airspace with the "Height Limitation Zoning Map, Fond du Lac County Airport, Fond du Lac County Wisconsin" clear and free from any obstructions which now or may hereafter extend above the heights.

The purchaser hereby covenants, both for himself and his heirs, executors, administrators, and assigns, for and during the life of this easement, as follows:

a. Purchaser shall not hereafter construct nor permit any obstruction upon said land in violation of the county's height limitation described above; and

b. Purchaser shall not hereafter use or permit the use of the land in such a manner as to create electrical interference with radio communication between the airport and aircraft or as to make it difficult for flyers to distinguish between airport lights and others, or as to result in glare in the eyes of flyers using the airport, or as to impair visibility in the vicinity of the airport, or as otherwise to endanger the landing, taking-off, or maneuvering of aircraft.

By virtue of accepting title to the land that is subject to these restrictive covenants, the purchaser, for and on behalf of himself and all successors in interest to any and all of the land, waives as to Fond du Lac County and the Town of Fond du Lac or any successor agency legally authorized to operate the Fond du Lac County Airport, any and all claim for damage of any kind whatsoever incurred as a result of aircraft using the easement granted herein regardless of any future changes in volume or character of aircraft overflights, or changes in airport design and operating policies, or changes in air traffic control procedures. The purchaser, for and on behalf of himself and all successors in interest to any and all of the land that is subject to these restrictive covenants, does further hereby covenant and agree with Fond du Lac County and the Town of Fond du Lac, their successors and assigns, that it will not, from and after the effective date hereof, sue, prosecute, molest, or trouble Fond du Lac County and the Town of Fond du Lac, their successors and assign, in respect to or on account of the flight of any and all aircraft over or near the land, or for any effects resulting there from, including but not limited to, noise, air pollution, or any other possible damages to or taking of said property resulting from such flights.

Dated 2/22/05

Meadow Estates LLC

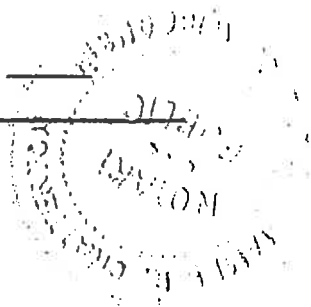
James A. Roberts  
James A. Roberts, Member

These individual personally came before me on 2/22/2005

[Signature]  
Notary Public, Fond du Lac County, Wisconsin

My commission expires November 23, 2008

This instrument was drafted by Meadow Estates LLC.



## **MEADOW ESTATES SHED REQUIREMENTS**

- **ALL SHED PLANS AND LOCATIONS INCLUDING A DRAWING OF WHAT THE ADDITIONAL BUILDING WILL LOOK LIKE MUST BE SUBMITTED TO THE ROBERTS HOMES AND REAL ESTATE OFFICE FOR APPROVAL PRIOR TO ANY CONSTRUCTION STARTING.**
- **BUILDING MUST HAVE SIDING AND ROOFING THAT MATCHES THE EXISTING DWELLING.**
- **NO METALS BUILDING ALLOWED**
- **NO PLYWOOD DOORS ALLOWED**
- **LANDSCAPING MUST BE DONE AROUND THE ENTIRE BUILDING**
- **MAXIMUM SIZE CANNOT EXCEED 12 X 16**
- **ADDITIONAL BUILDING MUST BE LOCATED IN THE BACKYARD**