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DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR EAGLES VIEW  
BEAVER DAM, WISCONSIN

Office of Register of Deeds  
Dodge County, WI  
RECEIVED FOR RECORD

AUG - 7 2003

at 2:56 o'clock P. M.

*Chris Planasch*  
CHRIS PLANASCH - Registrar

Return to:  
J.B.J. Companies, Inc.  
W178 N9912 Rivercrest Drive, #101  
Gemantown, WI 53022

01044

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
EAGLE'S VIEW  
BEAVER DAM, WISCONSIN

This Declaration of Covenants, Conditions and Restrictions of Eagle's View (this "Declaration") is made and entered into by Woodmoor, L.L.C. ("Declarant"). Lot 1 will not be subject to any of the covenants, conditions and restrictions enclosed herein, except as to those contained on the approved subdivision plat.

Declarant owns certain real property, described on the attached Exhibit A, upon which Declarant intends to develop a subdivision for residences and other related improvements.

By this Declaration, Declarant intends to subject such property and improvements to certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property and improvements and all components thereof.

Now, therefore, Declarant, as fee owner of such property, by this Declaration (1) establishes and imposes certain provisions, restrictions, conditions, easements and uses upon such real property; and (2) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such real property

1. STRUCTURES PERMITTED - On lots zoned for residential purposes, no structure or structures (including satellite dishes greater than thirty (30) inches in diameter), sheds or accessory buildings shall be erected, altered, placed or permitted to remain upon any lot except a residential dwelling and a private garage. No house trailers, mobile homes, or modular homes shall be permitted. No building shall be moved onto any lot.

- A. Fences are allowed as long as they do not exceed four feet in height and are constructed of wood. No metal yard fences are allowed. No fences are allowed in the front yard of the residence. Any fence will be subject to any applicable approval process of the City of Beaver Dam.
- B. One attractive accessory building designed and constructed to resemble the house in style, color and building materials shall be allowed for storage of recreational vehicles and usual home owner equipment only, said building to be approved by the Architectural Control Committee, and also by the City if regulated by the City. All accessory buildings must have at least 100 square feet of floor area and shall not exceed 150 square feet of floor area. They have minimum set backs per the City ordinance.
- C. Exterior antennas, satellite dishes greater than thirty (30) inches in diameter and similar devices of all types are allowed based on their location and placement being in a manner which is concealed from street view.

2. ARCHITECTURAL CONTROL - Declarant shall establish an Architectural Control Committee ("ACC") consisting of three (3) members who shall have the duties as set forth in this section. The initial ACC shall be appointed by Declarant. One or more ACC members may delegate their ACC duties to any one or more of the other ACC members. After Declarant conveys to purchasers 75% of the Lots, then the initial members of the ACC shall resign and the lot owners shall elect three (3) members from the Owners of Lots to serve on the ACC; provided, however, that if selected by the ACC, a representative of Declarant may serve on the ACC. Notwithstanding the election of the new members of the ACC, the approval of building plans and specifications for the initial construction of a residence on a Lot shall not be effective without the express prior consent of the Declarant; approval of Drawings for other matters will not require Declarant's approval.

**Prior to making an application for a building permit, no structure shall be erected, altered, or placed upon any lot unless and until the building plans, specifications and plot plans showing the location of such structure have been submitted and have been approved, in writing, as to the materials to be used in construction, the conformity and harmony of external design and color of the structure to be erected, with the existing or contemplated structures, and the location of the structure to be erected with respect to lot lines by an Architectural Committee. A duplicate copy of the above plans and specifications as submitted and approved shall be provided for the permanent file of the Architectural Control Committee.**

In considering any Drawings, the ACC shall consider, among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint color), landscaping, and such other matters proposed in such Drawings comply with the terms of this Declaration and the City ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from or depreciate any portion of the Property or the Expansion Real Estate, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. Approval must be express and in writing. The failure of the ACC to approve, object or acquiesce conditionally as above within twenty business days after submittal of the complete Drawings shall be deemed as if the ACC stated that it has no objection to the Drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional 6 months if it reasonably determines that delay has been primarily caused by factors outside of the control of the Owner.

Matters which require approval of the ACC may also require approval of the City. Obtaining approval from the ACC and from the City is solely the responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the City and approval by the City shall not be deemed approval by the ACC.

The ACC may waive any such standard which it has adopted, may waive any standard and may waive any floor area requirements by up to 10%. The ACC may in its discretion also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such waiver or approval must be express and in writing. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard. Any variance granted hereunder may be conditioned, and may be permanent or time-limited (and if not expressly time limited will be deemed to be effective for so long as the use of such property is not materially altered). The ACC may waive any standard as above even in the absence of an "unnecessary hardship"; those judicially determined standards for granting variances under zoning regulations shall not apply to the ACC. The committee shall have the right to waive minor infractions or deviations from these restrictions in case of hardship. Declarant or any member of the ACC shall not be held personally liable to the owners for a mistake in judgement or for any other acts or omissions of any nature whatsoever while acting in its official capacity, except for any acts or omissions found by a court to constitute gross negligence.

3. CONSTRUCTION - All structures on any lot in said subdivision shall be enclosed and under roof with the finished exterior materials in place within one (1) year after the commencement of construction.

4. BUILDING LOCATIONS - Setbacks, height restrictions and locations of all structures shall be as regulated by the zoning ordinances of the City of Beaver Dam (herein referred to as "City").

5. BUILDING TYPE AND SIZE - The lots in the Subdivision are zoned R-1. All lots are restricted to the erection of a one story, story and one-half, two story or split level residence building with an attached garage of at least 400 sq. ft. in area. All homes shall conform to the R-1 zoning regarding home square footage requirements, or the requirements set forth in this document. All homes and garages shall have basements or standard four foot masonry frost walls. The more restrictive shall apply.

- A. A one-story home shall be a minimum of 1,300 square feet.
- B. A story and one-half home shall be a minimum of 1,600 square feet with a minimum of 900 square feet on the first floor.
- C. A two-story home shall have a minimum of 1,600 square feet with a minimum of 900 square feet on the first floor.
- D. A split level home shall have a minimum of 1,600 square feet.
- E. The exterior walls of the residence and attached garage must be constructed of brick, stone, aluminum siding, hardi-plank siding, vinyl siding or wood siding (which includes only solid wood or wood wafer board products of the type and quality of the Interseal lap siding product manufactured by Louisiana-Pacific Corporation on the date hereof).
- F. Any block exposed more than one (1) course above grade must be covered like the above finish

to look uniform.

- G. A minimum of 30% of the front of the residence must be faced with brick or stone, or cultured brick or stone. Salt box style homes are exempt from the brick and stone requirement.
- H. All roofs shall have a minimum pitch of six feet in height for each twelve feet in length (6/12), except for rear dormers on a story and one-half residence and other special circumstances if approved in writing by the Architectural Committee.
- I. All roof shingles shall be a dimensional shingles(30 year warrantee) and the color shall be “Weathered Wood”
- J. No prefabricated modular homes or mobile home shall be allowed on any lot. This covenant is not intended to preclude the use of prefabricated wall panels.

6. SURFACE DRAINAGE AND ELEVATION GRADE - A master surface drainage and house grade plan has been prepared by the Declarant designating the manner in which each lot shall drain in relation to all other lots in the Subdivision and designating the grade elevation of the dwelling to be constructed thereon. A copy of this plan is on file in the office of the Declarant and in the office of the City Engineer. No deviation therefrom shall be permitted without the approval of the City and the Declarant. Within sixty (60) days after completion of a dwelling on any lot in the Subdivision the owner of said dwelling shall grade the lot to conform to said drainage plan and from that time forward nothing shall be done which will alter the plan or impede or obstruct the flow of surface drainage water in accordance with the plan. All grading must conform to the Master Grading Plan.

Although all lots in the subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some lots contain soil conditions which may require additional soil engineering and foundation design with regard to basement construction. It is recommended that either a licensed professional engineer or other soils expert design a basement and foundation which will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that special measures be taken. Soil conditions should be subject to each owners special investigation prior to construction and no specific representation is made herein.

7. GARAGES - All garages shall be built at the same time as the private dwelling and shall be a minimum of 400 square feet in area, but not more than three (3) cars. No outdoor parking of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, vehicles licensed as recreational vehicles or commercial vehicles (other than those commercial vehicles less than 20 feet owned by the Owner’s employer and issued to the Owner for business purposes, or are otherwise necessary for the Owner’s occupation), snowmobiles, all-terrain vehicles, inoperative or un-licensed vehicles or the like vehicles shall be permitted on the Lots, except: (a) with the express prior consent of the ACC or (b) if it is for no more than 21 days in any 12 month period, and for no more than 7 consecutive days in any event. No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot.

8. NUISANCES - No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Trash, garbage or other waste shall not be kept except in sanitary containers which shall be properly screened from public view. No building may be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by Declarant and an occupancy permit obtained from the City.

9. EXTERIOR DEVICES- All air conditioners, solar heating units, windpower and similar devices shall be concealed from street view and be located in a manner approved by the Architectural Control Committee.

10. LANDSCAPING/DRIVEWAYS - Lots shall be landscaped and seeded or sodded within one (1) year after completion of a dwelling thereon. Landscaping shall include the area between the front lot line and the edge of the street pavement. Landscaping must include a drive which shall be hard surfaced material. No permanent gravel drive will be permitted. The hard surface of concrete, asphalt or similar material shall be installed within one (1) year from the date the premises are completed. Each Lot Owner within one (1) year after issuance of an Occupancy Permit, must plant one (1) tree with a minimum trunk diameter of one and one-half (1 ½) inches at a point four (4) feet above the root system in the front yard of the lot. Lot owners agree to maintain their premises including proper cutting of grass and weed control.

11. ENFORCEMENT - The restrictions and covenants contained herein may be enforced by any lot owner by proceedings at law or in equity against any person or persons violating or attempting to violate the same. The proceeding may seek to recover damages and/or demand compliance, provided however, that no actions shall be commenced after one (1) year from the date on which the violation first occurred.

12. TELEPHONE AND ELECTRIC SERVICE - All telephone and electric service to any building on any lot shall be underground from the underground utilities system.

13. TERM - This Declaration shall be in effect for a period of 25 years and automatically renewed for successive periods of 10 years each, unless terminated at the end of the original or any extended term by the written consent of the owners of at least 90% of the aggregate Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the Register's Office

14. SEVERABILITY - Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

15. AMENDMENTS TO DECLARATION - This declaration may be annulled, waived, changed, modified or amended at any time by written Declaration setting forth said change, executed by the owners of at least sixty (60) percent of the lots in the Subdivision; provided, however, that any such action must also be approved in writing by the Declarant so long as the Declarant owns any parcel or lot in the Subdivision. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall become effective only upon due recording with the office of the Register of Deeds for Dodge County, Wisconsin.

16. FUTURE SUBDIVISION LOTS - There shall be no future division of subdivision of lots on this plat without the approval of the Plan Commission of the City.

17. CONFLICTS BETWEEN RESTRICTIONS AND ZONING OR BUILDING REGULATIONS- In the event of any conflict between these restrictions and the City's zoning and building regulations, the stricter provisions shall apply.

18. OCCUPANCY - No residence shall be occupied prior to the completion of the exterior surfacing of said dwelling and the lot finished to rough grade. All grading must conform to the Master Grading Plan.

19. 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, one sign of not more than five 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, unless approved by the Architectural Control Committee. Declarant shall have the right to erect larger signs when advertising the subdivision.

20. ANIMALS - No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, nor exceed three (3) in number.

21. WASTE DISPOSAL - No lot shall be used or maintained as a dumping ground or storage area for trash, garbage or other waste which shall not be kept except in sanitary containers.

22. TEMPORARY STRUCTURES - No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

23. ELEVATED TANKS - No elevated tanks of any kind shall be erected, placed, or permitted on any part of such premises. Any tanks for use in connection with any residence constructed on such premises; including tank for the storage of fuels, must be buried in accordance with City, Country, State and Federal regulations.

24. RESERVATION OF ASSESSMENT RIGHTS - Should the City determine that deficiencies exist under paragraphs 6 and 25 or any other areas and that the public interest requires compliance, the City shall give notice of the deficiencies to the lot owner. The lot owner shall have the time specified in the notice to rectify deficiencies and if the deficiencies are not rectified within the time period, the City shall have the right to enter upon such property using its own employees and equipment or contracting with others for such work to rectify the conditions. The cost of such work or services shall be billed to the lot owner. The City shall have the right to enforce collection of such amounts by extending the same on the current or next succeeding tax roll as an unpaid special charge in accordance with Section 66.60(16) of the Wisconsin Statutes against the responsible lot owners. The undersigned Owners, for themselves, their successors and assigns, do hereby consent to the levying of such special charges and hereby waive any and all notices and hearings which might otherwise be required by state statutes for the levying of special charges.

25. DRAINAGE EASEMENT PROTECTION - Lot owners are responsible to maintain all private and public drainage easements adjacent to their property at the approved grades and free of obstructions which may impede the flow of storm water. Adjacent lot owners may not alter the approved grade of or place any obstruction within a private/public storm water drainage easement. If not maintained by lot owners, cost to maintain could be levied in accordance with paragraph 27.

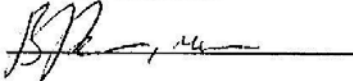
26. RESTRICTION VIOLATIONS - Any Owner violating the restrictions contained herein shall be personally liable for and shall reimburse Declarant and the Architectural Control Committee for all costs and expenses, including attorney's fees, incurred by Declarant or the Architectural Control Committee in enforcing the restrictions contained in this Declaration. The foregoing shall be in addition to any other rights or remedies which may be available to Declarant.

27. RIGHT TO EXPAND - Declarant reserves the right to expand the Property, without the consent or approval of any Owner, at any time and from time to time on or prior to the expiration of 15 years from the date of recording this Declaration, by subjecting all or any portion of the Expansion Real(described in Exhibit "B" attached hereto) estate to this Declaration. Expansion may be effected in any number of phases. Declarant is under no obligation to and makes no representation that it will in fact exercise its rights to expand the property or construct improvements thereon; parts or all of the Expansion Real Estate may be developed for uses other than as part of the Property. The Expansion Real Estate may be used for any other purposes for which any other part of the Property is used hereunder, provided that at the time of each expansion Declarant may impose additional conditions and limitations on such future phases. Upon each such expansion each new Lot created shall be entitled to one vote per Lot. Subject to the foregoing, the percentage of votes required under each such Section shall be adjusted to account for each new expansion.. Expansion shall occur upon recording in the Register's Office an amendment to this Declaration describing the Expansion Real Estate so added, and the uses and limitations on uses Declarant desire to be applicable to such property, and explaining the effect of such expansion in accordance with the terms of this Article. Amendments to accomplish an expansion need be signed only by the Declarant. Declarant reserves an easement over and across any Lots which have not yet been conveyed to third parties for the benefit of the Expansion Real Estate for the purposes of construction ingress and egress and for the purpose of installation, maintenance and replacement of underground utilities servicing the Expansion Real Estate. If Declarant determines at any time that it is desirable to coordinate utility services or drainage for the Expansion Real Estate with existing utility services or drainage for the Property, Declarant may connect utilities or drainage features servicing the Expansion Real Estate to existing utilities or drainage features even if the Expansion Real Estate is not then or thereafter made a part of the Property.

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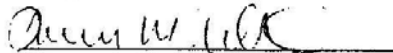
In witness whereof, the undersigned has executed this Declaration of Restrictions this 18 day of July, 2003.

WOODMOOR, L.L.C.



By: Brian J. Bence, Member

Personally came before me this 18 day of July, 2003, the above named Brian J. Bence to me know to be the person who executed the foregoing instrument and acknowledge the same.

  
Theresa M. Weiterman  
Notary Public, Washington County, WI

My commission expires 6-6-04



This document was drafted by Woodmoor, L.L.C.

FILES\2203\DEED RESTRICTIONS-PHASE 1

## Exhibit A

A part of the Southwest 1/4 of the Southeast 1/4 of Section 4 and a part of the Northwest 1/4 of the Northeast 1/4 of Section 9; all in Township 11 North, Range 14 East, City of Beaver Dam, Dodge County, Wisconsin.

**COMMENCING** at the North 1/4 Corner of said Section 9-11-14; thence, N.88E52'59"E. along the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 9, 365.04 feet to the **POINT OF BEGINNING**; thence along the centerline of Judson Drive and the North line of said Northwest 1/4 of the Northeast 1/4, N.88E52'59"E., 134.50 feet to the Southerly extension of the East line of Block 3 of Stark Lands Subdivision; thence, along said Southerly extension and East line of Block 3, N.00E52'04"W., 303.55 feet to the centerline of vacated Debra Street and the South line of Certified Survey Map Number 2794; thence, along last said centerline and South line and it's Easterly extension, N.88E41'56"E., 396.40 feet to a Northerly extension of the West line of Block 2 of said Stark Lands Subdivision; thence, along the West line of said Block 2 and its extension, S.00E52'04"E., 304.82 feet to the centerline of Judson Drive and the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 9; thence, along last said lines, N.88E52'59"E., 350.48 feet to a Southerly extension of the East line of Block 1 of said Stark Lands Subdivision; thence N.00E52'04"W. along the Southerly extension of said East line, 33.00 feet; thence N.88E52'59"E., 84.31 feet; thence S.00E52'04"E., 33.00 feet to the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 9, said point also being the Northwest Corner of the parcel described in Volume 683 of Records on Page 11; thence, along the Westerly line of said parcel, S.03E42'00"W., 525.85 feet; thence S.88E52'59"W., 306.62 feet; thence S.23E26'45"W., 113.60 feet; thence N.62E57'49"W., 130.00 feet; thence N.55E04'39"W., 66.63 feet; thence N.62E57'49"W., 135.00 feet; thence N.11E41'15"E., 125.19 feet; thence N.01E07'01"W., 308.00 feet to the Southerly right-of-way line of Judson Drive; thence, along said Southerly right-of-way line, S.88E52'59"W., 308.04 feet to a point on the Southerly extension of the Easterly right-of-way line of Jefferson Street as shown on the Stark Lands Subdivision; thence, along the Southerly extension of said Easterly right-of-way line of Jefferson Street, N.00E52'04"W., 33.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 478,522 square feet or 10.9854 total acres, more or less.

Bearings are oriented to the Wisconsin State Plane Coordinate System, South Zone (NAD'83).

## Exhibit B

A part of the Northwest 1/4 of the Northeast 1/4 and also a part of the Northeast 1/4 of the Northeast 1/4 of Section 9; all in Township 11 North, Range 14 East, partly in the City of Beaver Dam and partly in the Town of Beaver Dam, Dodge County, Wisconsin.

**COMMENCING** at the North 1/4 Corner of said Section 9-11-14; thence, N.88E52'59"E. along the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 9, 365.04 feet; thence along the centerline of Judson Drive and the North line of said Northwest 1/4 of the Northeast 1/4, N.88E52'59"E., 134.50 feet to the Southerly extension of the East line of Block 3 of Stark Lands Subdivision; thence, along said Southerly extension and East line of Block 3, N.00E52'04"W., 303.55 feet to the centerline of vacated Debra Street and the South line of Certified Survey Map Number 2794; thence, along last said centerline and South line and it's Easterly extension, N.88E41'56"E., 396.40 feet to a Northerly extension of the West line of Block 2 of said Stark Lands Subdivision; thence, along the West line of said Block 2 and its extension, S.00E52'04"E., 304.82 feet to the centerline of Judson Drive and the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 9; thence, along last said lines, N.88E52'59"E., 350.48 feet to a Southerly extension of the East line of Block 1 of said Stark Lands Subdivision; thence N.00E52'04"W. along the Southerly extension of said East line, 33.00 feet; thence N.88E52'59"E., 84.31 feet; thence S.00E52'04"E., 33.00 feet to the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 9, said point also being the Northwest Corner of the parcel described in Volume 683 of Records on Page 11; thence, along the Westerly line of said parcel, S.03E42'00"W., 525.85 feet to the **POINT OF BEGINNING**; thence continuing along the Westerly line of said parcel, S.03E42'00"W., 41.09 feet to the Southerly line of last said parcel; thence, along said Southerly line, S.85E09'00"E., 361.29 feet to the Southeast Corner of said parcel; thence S.61E29'38"E., 67.98 feet; thence S.27E02'11"W., 770.49 feet to the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 9; thence, along said South line, S.88E49'44"W., 1016.91 feet to the Easterly line of lands owned by the City of Beaver Dam; thence N.01E10'16"W., 206.00 feet; thence N.19E32'38"E., 149.47 feet; thence N.27E02'11"E., 575.56 feet; thence S.62E57'49"E., 135.00 feet; thence S.55E04'39"E., 66.63 feet; thence S.62E57'49"E., 130.00 feet; thence N.23E26'45"E., 113.60 feet; thence N.88E52'59"E., 306.62 feet to the **POINT OF BEGINNING**.

Said parcel contains 854,547 square feet or 19.6177 total acres, more or less.

Bearings are oriented to the Wisconsin State Plane Coordinate System, South Zone (NAD'83).