

Heritage Heights

Restrictive Covenants

Covenant: A formal, binding agreement

Real Estate: Lots

According to the recorded Plat of Heritage Heights,
In the Town of Ledgeview; East side of Fox River,
Brown County, WI

Use Restrictions: All Lots shall be used for single-family residential purposes only. A Lot may be used in conjunction with a single-family improvement for private recreational type improvements such as a swimming pool, tennis court(s) or other recreational uses, subject to receipt of prior written approval from the Developer and further subject to the other covenants contained herein and any other restrictions, easements, setbacks or reservations of record.

Plan Approval: Complete copies of Plans (Construction Blueprint); including plan for each level of the home (above and below ground), all elevations, and plot plan must be submitted to the Developer for approval prior to the start of construction and shall remain on file with the Developer:

All homes to have a minimum of 6/12 roof pitch

All homes to have a minimum of 2 stall garage

All homes to have some masonry on front (approximately 1/4 of front of house) except
Salt box style homes will be exempt from this requirement.

All homes to have a hard surface driveway

All homes to be built on site

All homes to be single family residences

All ranch homes to be a minimum of 1,600 sq ft

All 2 story homes to be a minimum of 1,800 sq ft

Subdivision of Lots: No lot or lots may be subdivided into any parcels, tracts or lots smaller in size than that which was originally conveyed by Developer to the initial purchaser(s). No lot shall contain more than one (1) single family dwelling. Developer reserves unto itself the right to subdivide, re-divide and/or divide into parcels, tracts or lots, any or all of the real property owned by Developer.

Developer's Approval/Architectural Control: The improvements on each Lot or any alteration thereof, shall be subject to the approval of the Developer which has authority to approve or reject the plat plan, design, floor plan, color, elevation and site location of improvements on any lot in order to preserve and protect the integrity and harmony of the plat. Such approval may be evidenced on the blue print itself or on a separate written instrument, signed by the Developer.

Building Relocation: No building erected elsewhere shall be moved onto any lot or lots within the plat.

Temporary Structures: No temporary structures (including, within exclusion of others, trailer, basement without residence above, tent, shack, garage or barn of any kind) will be permitted for dwelling purposes.

Grade: Every house shall have a foundation below frost line. Every house shall be placed on the lot to establish the top of foundation at a minimum of 24' above curb height; with the adjustments being made

for the contour of the road and existing homes. Final grade, after construction, the construction area and land occupied by public easement shall not be graded in such a manner as to interfere with drainage of storm water of said lot or neighboring lots. Exposed or walk-out lots shall not have lower level openings below the current known high water elevation for the area. Said use shall be identified with plans submitted for plan approval and the individual lot owner shall be solely responsible to insure that the structure is properly placed so as to not cause themselves, their neighbors or the rest of the development drainage problems in the future. During the platting process for Heritage Heights there has to be a drainage plan designed by the engineer. Property owners are responsible to make sure their property is in compliance with this drainage plan as all times; before, during, and after construction. If lot owner is found not to be in compliance with the drainage plan and corrections need to be made it will be done at property owner's expense.

Suitability of Soil. During the development process, soil(s) may have been moved onto/off of across Lots in this development. Developer makes no representation of warranty whatsoever, express or implied, regarding the physical condition of any Lot. Developer recommends prospective buyers, at buyer's expense, have their Lot inspected and tested by a qualified professional regarding subsurface conditions or any other matter which may be of concern to buyer.

Start Date/Completion: There is no construction limit between lot ownership and start date. Projects must be completed within one year of start of construction (issuance of building permit by the Town of Ledgeview). Every structure shall have a permanent finish on the exterior within six months of start. Completion of a project includes the dwelling, the lot, which shall be finally graded to meet existing grade requirements: landscaping, lawn and hard surface driveway.

Lot Stakes/Corner Markers: Survey Stakes (metal pipes in the ground) identify every lot corner. Whether done by individual lot owner, their builder, or professional surveyor; the lot owner is responsible to locate corner markers. The home must be placed within the legal limits of the plat and the requirements of the Town of Ledgeview. Lot owners shall be solely responsible for maintaining all survey markers and must be sure they are not moved or removed during the construction of their individual homes. A disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

Fill and Topsoil: Stockpiles of topsoil and fill located on any lot remain the property of the subdivision/developer and are not a part of the sale of any individual lot upon which it may be stockpiled. Any fill or topsoil hauled in or out of any lot shall be at buyer's expense.

Maintenance of Vacant Lot: The lot owner is responsible for the maintenance and upkeep of the lot prior to the start of construction, including but not limited to keeping the lot free of trash and debris and cutting long grass and weeds.

Construction Debris/Curb Cuts: The owner in accordance with ordinances enforced by the Town of Ledgeview shall dispose of all debris created during construction, including curb cuts. Any cost incurred by developer for removal of such debris shall be billed to the homeowner who is responsible for removal of such debris.

Outbuildings: Outbuilding or storage shed shall: A) be of an exterior material to match the roof and siding of the residence. B) shall comply with all zoning regulations and building codes of the Town of Ledgeview. C) shall be limited to one per lot. D) shall not exceed 144 sq ft in size.

Exterior Storage: There shall be no long term (not longer than 2 weeks) exterior storage of trailers, RVs, boats, inoperable vehicles of any kind on any lots.

Fences: No chain link or barricade fences of any kind shall be permitted on any lot. All fences must be located by a professional surveyor and must comply with all restrictions imposed by the Town of Ledgeview.

Amendments/Changes: Variations from these restrictions may be approved in writing by the subdivision Developer; or by at least 75% of the lot owners as such time as Developer no longer owns at least one lot in the subdivision.

Duration: The covenants and restrictions of this Declaration shall remain in effect for a period of twenty (20) years from the date hereof and thereafter shall continue automatically be in effect for additional periods of five (5) years unless terminated or otherwise limited or enlarged by the recording of an instrument executed and acknowledged by the then owners of at least 75% of the lots covered by this Declaration.

All covenant disputes/violations are to be reconciled between the parties involved or through the civil court system. Developer is not responsible for the correction of such violations/disputes nor the process through which the disputes are remedied. Lot owners will take it upon themselves to remedy all covenant violations.

Executed this ____ day of _____, 20 ____

DEVELOPER: Heritage Heights LLC

By:
Brown County, Wisconsin

Subscribed and sworn to before me this ____
Day of _____, 20____

Notary Public:
Brown County, Wisconsin
My Commission Expires: _____

Drafted by: