8095360
Tx:4066715
DOCUMENT # 542410

TAMARA ALTEN
REGISTER OF DEEDS
CALUMET COUNTY, WI
10/10/2019 03:41 PM
RECORDING FEE: 30.00
OF PAGES: 11

(recording area)

Return to:

Van's Realty & Construction of Appleton, Inc.
2525 S. Oneida Street
Appleton, WI 54915

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR POND VIEW ESTATES

THIS DECLARATION of Conditions, Covenants, and Restrictions for Pond View Estates, Village of Sherwood, Calumet County, Wisconsin is made this 27th day of September, 2019, by Van's Realty & Construction of Appleton, Inc., a Wisconsin corporation, (the "Developer").

Developer is the owner of real estate in the Village of Sherwood, Calumet County, Wisconsin, known as Pond View Estates and legally described in the attached Exhibit A, which is incorporated herein by reference (the "Property").

Developer hereby makes the following declaration of covenants, conditions and restrictions that shall run with the Property (and each lot and parcel located therein), as provided by law, shall be binding on all parties and all persons claiming under them, and shall be for the benefit of, and limitations on, all future owners in such subdivision.

1. Purpose. The purpose of these covenants, conditions and restrictions is to insure the use of the Property and all lots and parcels therein for attractive residential purposes only, to prevent nuisance, to prevent the impairment of the attractiveness of the Property, and to maintain the desired tone of the community, and thereby to secure to each lot owner the full benefit and enjoyment of their respective lot and parcel located within the Property, with no greater restriction on the free and undisturbed use of their respective lot and parcel within the Property than is necessary to insure the same advantages to all other lot and parcel owners.

2. Architectural control. No dwelling, house or other structure shall be erected or constructed on any lot in the Property unless and until the plans and specifications have been submitted to, and approved by, Developer.

3. Land use and building type. All of the lots shall be restricted to use for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any of the above lots other than one single-family dwelling not to exceed two and one-half (2 ½) stories in height, with additional limits and conditions as set forth herein. Only single-family residences of conventional construction shall be permitted. At least one-third (33%) of the front-side of any building shall be constructed of masonry materials, unless otherwise approved by Developer.

4. Grade. The maximum height of the house foundation may not be more that sixteen (16) inches above ground level adjacent to the house and no more than twenty-four (24) inches above the finished street grade, provided, however, that all grades shall comply with the Plans approved by the Village of Sherwood and any other requirements, ordinances, or restrictions of the Village of Sherwood.

5. Basement/Footings. No slab houses shall be allowed. All residential buildings must have a basement under at least forty percent (40%) of the ground area, and footings of at least four (4) feet in depth below the balance of the residence.

6. Garages. Every residence shall have a private attached garage, accommodating not less than two (2) cars, and shall not be less than 576 square feet nor more than 1080 square feet.

7. Roof pitch. The roof pitch on all residences must be a minimum of 6/12 pitch, and the exterior design must be harmonious with the neighborhood. The pitch of all gables coming off the main roof must be less than 6/12 pitch.

8. Parking and Storage of Vehicles. Snowmobiles, boats, trailers, semi tractors and trailers, mini-bikes, motorcycles, recreational vehicles, motor homes, campers, fish shanties or unlicensed, un-operable or junk vehicles shall not be stored on the Property other than inside the garage. This restriction is not applicable during the period of construction on the lot.

9. Construction time. All homes shall be completed within twelve (12) months after commencement of building, and shall not be occupied prior to being completed. All lawns must

be completed within one (1) year after occupancy and include planting bed in front of home containing 6-8 bushes.

10. Minimum floor plan size. The minimum aggregate floor areas for ranch homes to be constructed on any lot shall be 1,500 square feet, and the minimum aggregate floor areas for 2-story homes shall be 2,150 square feet. No portion of any level which has its floor below grade will be considered living space except as may be permitted by Developer. All homes other than bi-level must have a basement or crawl space.

11. Type of Construction. No used buildings or residences shall be moved onto any lot.

12. Storage or Utility Buildings/Outbuildings. One storage building or outbuilding shall be permitted per lot, but such building must be the same architectural design as the residence, and must have the same roof design, roof material and siding material as the residence. No storage building or outbuilding may be greater than 120 square feet in size.

13. Compliance with state and municipal codes. Setback lines, side yard lines, and building codes for any residence shall be in compliance with all ordinances and regulations of Village of Sherwood, Calumet County, the State of Wisconsin, and the respective agencies and departments thereof.

14. Driveways. All driveways are to be hard surfaced, to the lot line, with concrete or blacktop, or similar surface, within six (6) months after substantial completion of the curb and final road installation.

15. Drainage Pattern. The landscaping of each individual lot shall comply with the drainage plan approved by the Village of Sherwood and on record at Village of Sherwood offices.

16. Trash/Burning/Litter. All trash and waste shall be kept out of public view and in sanitary containers that shall not be aesthetically offensive or unsightly. There shall be no burning of any kind, including, but not limited to, leaves, upon any lot. No lot shall be used as a dumping ground for litter, unwanted stones, grass clippings, branches, garbage or other rubbish.

17. Antennas/Satellite Dishes. Radio and TV antennas are not allowed on the exterior of a building or on poles. Satellite dishes are allowed, however, they are not allowed in the front or on the roof of a building. Satellite dishes are to be kept to the side or rear of the home and hidden from view as much as possible.

18. 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.

19. Animals. No animal, livestock, reptiles, birds, or poultry of any kind shall be raised, bred, or kept on any lot, except that two dogs and two cats per household may be kept inside the residence, provided they are not kept, bred or maintained for any commercial purpose. Nothing contained herein, however, shall be construed to permit the keeping of any dog or cat which, in any way, constitutes a nuisance. Pets must be on a leash or otherwise constrained when outside a residence.

20. Subdividing. None of the lots may be subdivided or partitioned, except by Developer.

21. Lighting. All outdoor lighting shall be ornamental. Any pole lighting shall be erected on ornamental poles. Flood lighting may be used provided it is not offensive to the neighboring properties or roadway.

22. Temporary Structures. No structure of a temporary nature, shanty or similar structure shall be permitted on any lot either temporarily or permanently. No structure other than a fully completed residence shall be occupied.

23. Maintenance. Lot owners are responsible for the maintenance of their lots before and after construction. No trash or waste, weeds, woodpiles, or long grass is permitted.

24. Growth and Debris. The owners of each improved lot shall keep said lot, together with all lands lying in road right-of-way between the lot and the traveled portion of all roads that abut the lot, mowed and attractive. No refuse pile, rubbish or unsightly objects shall be allowed to be placed or allowed to remain anywhere thereon; and in the event the owners shall refuse, upon written notification to keep the Property free of weeds, underbrush, refuse piles or other unsightly growth or objects, then agents of the maker of these covenants may enter upon said land and remove same at the expense of the owner, and such entry shall not be deemed as trespass.

25. Walls and Fences. Walls and fences shall be permitted to the extent allowed by local and state ordinance, code, and regulation.

26. Encroachment. For purposes of these covenants, conditions and restrictions, eaves, steps and open porches shall not be considered as a part of a building, provided, however,

that this paragraph shall not be construed to permit any portion of a building to encroach upon another lot.

27. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign no larger than one square foot, or one sign no larger than five square feet advertising the Property during the construction and/or sales period.

28. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved and restricted as shown on the recorded Plat. The easement area of each lot and all improvements on the lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority ore utility company is responsible. The following uses, structures and activities are prohibited in any easement; filling, grading and excavating; construction or placement of any building or structure; the cultivation of crops, fruits or vegetables; the planting of trees or shrubs; the dumping or deposing of ashes, waste, compost, fill or materials of any kind or nature; and the storage of vehicles, equipment, materials or personal property of any kind or nature.

29. Removal of Dirt. So long as Developer owns any lot in this subdivision, Developer reserves the right to direct the disposition of any dirt which is to be removed from any lot in the subdivision. Such disposition directed by Developer may remain within the subdivision at no cost to the Developer.

30. Clotheslines. No clothesline or laundry line of any kind whatsoever shall be located in any outdoor area on any lot unless it is of a temporary (or completely retractable) nature.

31. Severability. Invalidation of any of the conditions, covenants or restrictions, by judgment or court order, shall in no way affect any of the remaining conditions, covenants or restrictions, which shall remain in full force and effect.

32. Amendment. This Declaration may be modified, clarified, changed and/or amended at any time and in any manner by written declaration setting forth such modification, change, clarification and/or amendment, which has been executed by the owners of at least fifty percent (50%) of the lots in the subdivision, in such form as to allow it to be recorded in the Calumet County Register of Deed's Office.

Notwithstanding the foregoing, paragraphs 38-40 may not be amended without the written consent of the Village of Sherwood, confirmed by a recordable instrument executed by an authorized Village official.

33. Enforcement. Enforcement shall be by proceedings at law or equity, against any person or persons violating or attempting to violate any condition, covenant or restriction, either to restrain such violation or to recover damages. Developer or any lot owner(s) may enforce the provisions of this Declaration by proceedings in law or equity against any person, violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages or both. Pond View Estates Subdivision Pond Owners Association, Inc. may enforce this Declaration. The prevailing party in any enforcement action shall be entitled to recover its expenses thereof, including attorney fees and court costs.

34. Relation to Public Regulations. Where the provisions of this Declaration impose greater restrictions than any statute, ordinance or rule, the provisions of this Declaration shall prevail. Where the provisions of any statute, ordinance or rule impose greater restrictions than this Declaration, the provisions of the statute, ordinance or rule shall prevail.

35. Terms. These conditions, restrictions any requirements are covenants running with the land, and shall become binding upon the grantors and grantees of the Property herein, their respective heirs, executors, administrators and assigns, for the period of twenty (20) years from and after the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years, unless any instrument terminating or reducing the term is executed in accordance with Section 32 above.

36. Cluster Mailboxes. In compliance with United States Postal Service (USPS) requirements, a mailbox cluster system shall be installed at the Property instead of "individual" curb side mailboxes. The mailbox cluster system will be located within the Property as designated by the USPS. All maintenance, repair and replacement costs of all materials for the mailbox cluster system shall be the responsibility of the parcel, lot, and home owners within the Property based on a pro-rata share of each mailbox cluster system. However, if an individual mailbox becomes damaged or unusable, the individual owner shall be responsible for all costs for replacement.

37. Waiver and Release. No owner of any lot, parcel, or interest in the Property may assert claims or bring action against Developer in equity or at law for any discretionary decision,

act, or omission taken by Developer, past, present, or in the future, pursuant or whatsoever related to this Declaration, the same being waived and released on behalf of the owner and its respective successors and assigns.

38. Pond Owners' Association. The Developer has filed Articles of Incorporation for Pond View Estates Subdivision Pond Owners Association, Inc. ("Association") and adopted Bylaws to govern the Association. Each lot owner is a member of the Association and responsible for its obligations and responsibilities under the Bylaws and governing instruments and rules of the Association, including as set forth in Exhibit 1 hereto. In particular, the Association shall own the outlot containing a retention pond and be required to perform all necessary maintenance of all stormwater drainage through the Association. The Association shall own the outlot for retention in fee simple.

39. Village of Sherwood Stormwater Drainage Easement Restrictions. The following uses, structures and activities are prohibited in any easement or outlot used for drainage: filling, grading and excavating except for the construction of public streets, utility crossings and drainage improvements and facilities; construction or placement of any building or structure including fences; the cultivation of crops, fruits or vegetables; the planting of trees or shrubs; the dumping or depositing of ashes, waste, compost, temporary fill, or materials of any kind or nature; the storage of vehicles, equipment, materials, or personal property of any kind. These restrictions may be enforced by any lot owner, homeowners' association or the Village of Sherwood by proceedings in law or equity against any person violating or attempting to violate the restriction.

40. Stormwater drainage maintenance easement. The Village of Sherwood shall have an unqualified right to enter upon any easement or outlot used for stormwater drainage for inspection and to maintain and repair all drainageways, drainage facilities and drainage improvements. The Village may equally assess all lots for maintenance and repair and Village administrative costs. The purchase of any lot constitutes a waiver of objection to assessment and agreement to pay assessments which will be placed on the annual tax bill as a special assessment or special charge.

[signature page to follow]

IN WITNESS WHEREOF, Developer has executed this instrument as of the 27th day of September, 2019.

Van's Realty & Construction of Appleton, Inc.

by Jason C. Haen, its President

Subscribed and sworn to before me
this 27th day of September, 2019.

Notary Public, State of Wisconsin
My commission expires: 12/20/21

SHERI L. JONES
NOTARY
PUBLIC
STATE OF WISCONSIN

This document drafted by:
Thomas S. Wroblewski, S.C.
by Thomas J. Wroblewski
180 Main Street
Menasha, WI 54952

EXHIBIT A

Lots 1 (one) through 39 (thirty-nine) and Outlot 1 (one), Pond View Estates, Recorded in Cabinet D, Slide 120 as Document No. 541573, Village of Sherwood, Calumet County, Wisconsin.

EXHIBIT 1

OPERATIONS AND MAINTENANCE MANUAL FOR STORM WATER FACILITIES

Pond View Estates
Village of Sherwood, Calumet County
March 18, 2019

INTRODUCTION

Storm water facilities on this site consist of a storm water pond located at the southwest corner of the subdivision.

The owner of the pond (including any homeowners association) is responsible for inspection and maintenance of the pond. The pond shall be inspected and maintained as listed below. Technical information such as sizes, dimensions, and materials can be found on the approved improvement plans for Pond View Estates, available at the Village Hall, Sherwood, WI.

STORM WATER POND

Inspection Items:

1. Trash and debris around or in pond (inspect 4 times a year).
2. Vegetation around pond. Check for bare areas (inspect 4 times a year).
3. Erosion (inspect 4 times a year).
4. Sediment deposits and build up in pond (inspect annually).
5. Outlet Structure (inspect 4 times per year).
6. Outlet endwalls, entering the pond (inspect 4 times a year).
7. Overflow weir (inspect 4 times a year).

Corresponding Maintenance:

1. Remove trash and debris.
2. Reseed any bare areas.
3. Repair and reseed any erosion rills deeper than 2 inches. Protect with erosion control mat.
4. Pond should be excavated to original contour whenever the depth is 3 feet or less in depth in 50% of the deepest part of the pond. Excavated material shall be tested and disposed of in compliance with NR 528, Wisconsin Administrative Code.
5. Remove any blockage, repair any observed damage.
6. Repair any eroded areas or displaced riprap. Repair or replace damaged endwalls.
7. Repair any eroded areas or displaced riprap.

RECORD KEEPING

Maintain records of storm water facility inspections for a minimum of five years. Record keeping forms are to be kept at the offices of the pond owner and shall be made available to the Village of Sherwood and Wisconsin Department of Natural Resources officials upon request.

OPERATION AND MAINTENANCE INSPECTION REPORT
DRAINAGE FACILITIES
Pond View Estates

Inspector Name: _____
Inspection Date: _____

Tax Key No.:

Location:
Sherwood, WI

Watershed: Lake Winnebago

Items Inspected	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
Storm Water Pond			
1. Trash & Debris			
2. Vegetation			
3. Erosion			
4. Sediment Deposits			
5. Outlet Structures			
6. Outlet Endwalls			
7. Overflow Weir			