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Restriction and Covenants
Cedar View Subdivision
Harrison, WI

Document Number

Document Title

Recording Area

Name and Return Address

LouMar Properties, LLC
W6349 Dogwood Lane
Menasha, WI 54952

Parcel Identification Number (PIN)

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WRDA Rev. 12/22/2010

Cedar View Subdivision

Village of Harrison, Calumet County, Wisconsin

Restrictive Covenants

WHEREAS, LouMar Properties, LLC (hereinafter Developer) is the owner of the property known as Cedar View Subdivision, Lots 1 through 12, Village of Harrison, Calumet County, Wisconsin.

WHEREAS, said plat was recorded in the office of the Register of Deeds for Calumet County, Wisconsin on the 19th day of December, 2024 as Document # 587663.

1. **PURPOSE**

The purpose of these covenants is to ensure the use of property for attractive residential purposes only. To prevent nuisance and the impairment of the attractiveness of the property, to seek the use of quality materials and workmanship, to maintain the desired atmosphere and appearance of the community and, thereby, to secure to each site owner the full benefit and enjoyment of their home, with no greater restriction on the free and undisturbed use thereof, then is necessary, to ensure the same advantages to the other site owners

2. **IMPROVEMENTS**

All initial lot sales from the developer will include a temporary asphalt road base, storm sewer, sanitary sewer and water laterals will be stubbed to front lot line. Natural gas, electric, telephone and cable television lines will be accessible in the front of the lots. Curb/gutter, sidewalks and permanent asphalt road paving will be future improvements installed by the developer per Village of Harrison requirements.

3. **PRE-CONSTRUCTION MAINTENANCE**

The owner of each lot shall be responsible for the maintenance of the lot before construction begins. No trash, waste, weeds, brush, or long grass is permitted. Additionally, vehicles and equipment shall not be stored on the lot. Exception will be made for tall grass and brush on wooded lots.

4. **MINIMUM FLOOR AREA & DESIGN**

All structures to be erected in the subdivision shall be of pleasing and harmonious external design and shall conform to all established setback lines, and any dwelling that fails to conform to the specified minimum areas shall not be permitted on any lot.

The square footage of the main structure, exclusive of open porches, breezeways and garages, shall be as follows:

A. **SINGLE STORY DWELLINGS** shall contain a minimum of 1600 square feet of living space above grade with an attached garage of not less than 400 square feet with no more than three overhead garage doors.

B. **ONE AND ONE-HALF or TWO STORY DWELLINGS** shall contain a minimum of 2000 square feet of living space above grade with an attached garage of not less than 400 square feet with no more than three overhead garage doors.

C. **SPLIT LEVEL DWELLINGS** shall contain a minimum of 2000 square feet of living space above grade with an attached garage of not less than 400 square feet with no more than three overhead garage doors.

5. **LAND USE AND BUILDING TYPE:**

No lot shall be used for any purpose other than for single-family residential purposes and restricted as follows:

A. All dwelling floor plans shall be approved by the Developer or review committee assigned by the developer prior to commencing construction. Approvals shall include colors of exterior. Submissions shall be sent to:

LouMar Properties, LLC

W6349 Dogwood Lane

Menasha, WI 54952

klgmmhg@yahoo.com

B. Tree Preservation: In the interest of preserving the beauty and privacy of the subdivision and keeping an environmentally friendly atmosphere, privacy buffer trees within the side and rear setback lines should be preserved wherever possible. (RS-1 = 25 feet from rear lot line and 7.5 feet from side lot lines). Exceptions will be any tree that is unhealthy or poses a risk to human life or property.

C. In the interest of providing beauty and an environmentally friendly atmosphere to our subdivision and in the interest of all its residence, all lot owners shall plant **at least one** tree in the front yard (visible from the public street) within 12 months of occupancy.

D. All dwellings shall have a roof pitch of not less than 6/12.

E. No dwelling shall exceed two (2) stories in height above finished grade level.

F. The front of all homes constructed within the subdivision shall contain at least 30% brick or stone.

G. No used, modular, manufactured, earth shelter or log homes shall be allowed on any lot.

H. All homes including attached garages shall be completed within 12 months after commencement of construction and shall not be occupied prior to an occupancy permit being issued by the Village of Harrison Inspector.

I. All lawns must be installed within 12 months of occupancy.

J. All driveways are to be surfaced with concrete within 12 months of occupancy. Exception will be made for driveway aprons. (See item K below) Driveway grades to be set and paved to match the grade established for the future front sidewalks as determined by the Village of Harrison surveyor.

K. The cost of the driveway aprons shall be the responsibility of each lot owner. Aprons will be paved in concrete (for each lot that has an existing driveway ONLY) at the same time the subdivision developer installs sidewalks, curb & gutter and final asphalt street paving. The developer will invoice each current lot owner for actual cost for the installed apron. Payment will be due within 30 days. For all lots that did not have driveways at the time of final paving...the lot owner shall be responsible for installation of the apron at a future time at its sole and exclusive expense.

6. **GRADES AND GRADING**

No dwelling, house, structure, lawn or landscaping may be erected or installed on any lot until the proper grades have been set in accordance with the approved drainage and grading plan for the subdivision. Grades are to be set by a licensed land surveying and/or engineering firm, with the cost of this process being the responsibility of the lot owner. This is to include the elevation at which the top of the foundation of the home is set. Upon completion of the construction of the home, the lot owner shall be responsible to bring their lot into full compliance with approved subdivision drainage and grading plan.

7. **EASEMENTS**

Easements for installation and maintenance of utility and drainage facilities for all lots are reserved as shown on the recorded plat. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain, which may change or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easement areas. The easement area of each lot, and all improvements in it , shall be maintained continuously by the lot owner, except for those improvements for which a public authority or utility company is responsible.

8. **SIGNS**

No Sign of any kind shall be displayed or exposed to the public view on any lot. With the exception of: one professional sign of not more than ten (10) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period. The developer may utilize signs of any size to advertise properties for sale in the subdivision.

9. **NUISANCES**

No noxious, dangerous or offensive activity shall be carried out upon any lot, nor shall anything be done thereon that may or may become an annoyance or nuisance to the neighborhood.

10. **STORAGE**

No unlicensed vehicles will be permitted on any lot unless stored within a garage. No campers, boats, recreation vehicles, trailers, garden tractors, lawn maintenance equipment nor snow removal equipment shall be stored on any lot unless stored within a garage or shed. Exceptions will be made for temporary storage in driveways for seasonal transition/cleaning of boats and campers.

11. **PETS, LIVESTOCK, POULTRY**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats or other household pets.

No doghouses, dog kennels, cages, sleeping quarters or any kind of outdoor housing for animals shall be allowed. Nothing contained herein shall be construed to permit the keeping of any dog, cat or other pet which in any way constitute a nuisance. For example, excessive noise coming from pets. All pets shall be kept on a leash when outside of the owners residence.

12. **TRASH / WASTE**

All trash and/or waste material shall be kept in sanitary containers and stored out of public view. Each lot owner is required to perform typical general maintenance and upkeep of their lot. Any long grass areas will be restricted to designated wetland/natural areas specific to each lot. Clarification of these areas shall be obtained from the developer. Any and all yard waste is to be removed and disposed of according to Village of Harrison requirements.

13. **FENCING**

No chain link or bare wire fencing shall be allowed on any lot. All other fencing plans shall be submitted to the developer for approval prior to installation. All fencing installation is subject to village ordinances and may require a permit.

14. **LIGHTING**

Outdoor lighting structures shall be ornamental in nature. No lighting shall be utilized that trespasses onto neighboring properties that may become intrusive or offensive.

15. **EXCESS FILL**

No excess fill shall be removed from the subdivision without the consent of the developer as neighboring properties may benefit from its placement. Developer may direct placement of fill to a neighboring lot. In such case any expenses related to its movement / leveling shall be the responsibility of the recipient lot owner.

16. **ACCESSORY BUILDINGS**

One accessory storage building shall be allowed on each lot in the Subdivision. Said building will be limited to a size no greater than 150 square feet. Buildings shall conform to similar design details as the home on said lot and approval of design from developer shall be required prior to its erection.

17. **HOME CONSTRUICTION SITE**

A. At all times during construction, the site shall be maintained in a neat and orderly fashion. Construction debris shall be contained as to prevent such material from blowing onto neighboring properties and streets. All trash and waste materials are to be stored in sanitary containers out of public view.

B. During Construction, no access to the building site shall be allowed over adjacent lots without appropriate consent. If any damage that is done to adjacent lots, the owner of the home under construction shall restore or pay the developer/lot owner for the restoration of said property to its pre-damage condition.

C. No building materials shall be placed on any lot more than 30 days prior to the time construction is to begin. No Building materials shall remain on any lot more than 30 days after construction is completed.

18. **SETBACKS**

Lot owner and/or builder shall conform to all approved plat setback requirements. Village of Harrison RS-1 zoning setback will apply as follows: Front Yard 25 feet, Rear Yard 25 feet, Side Yard 7.5 feet.

19. **ENFORCEMENT**

These covenants and restrictions shall run with the land, and all future conveyances of any lots of the subdivision shall be subject to the covenants, restrictions, obligations and terms set forth herein. Acceptance of a deed by any purchaser is considered an agreement to observe and abide by such covenants, restrictions, obligation and terms for the protection of all lot owners in the Hidden Pines Subdivision. If any lot owner or person(s) in possession of any lot or dwelling on any lot within the subdivision shall violate or attempt to violate any of these covenants, it shall be lawful for any other person(s) owning any lot or owning or occupying any dwelling on any lot in the subdivision to prosecute and/or commerce proceeding sat law or equity against the person(s) violating or attempting to violate any such covenant, either to prevent such person(s) from doing so or to recover damages for such violation or to restrain the violation

20. **AMENDMENT**

These covenants and restrictions may be modified, changed, annulled, waived or amended at any time with a written declaration setting forth such amendment:

A. By the developer as long as the developer owns or occupies any lot in the subdivision.

B. After the developer has sold and or does not occupy any of the lots in the subdivision, the written declaration must be agreed to and signed by at least 70% subdivision lot owners.

Said declaration is to be notarized and recorded in the office of the register of deeds, Calumet County, WI.

21. **SEVERABILITY**

Invalidation of any one of these covenants and/or restrictions, by judgment or court order, shall in no way affect any of the other covenants or restrictions which shall remain in full force and effect.

22. **ADDITIONAL REQUIREMNETS**

Lot owner acknowledges receipt of copy of approved plat plan for their lot and the subdivision plat, which may include additional requirements to be met as a lot owner.

23. **AUTHORIZATION**

In witness whereof, Kent L. Gross, member of LouMar Properties, LLC, as developer/owner of the Cedar View Subdivision has set his hand to this document on this 23rd day of December, 2024.

Authorized By: Kent L Gross Date 12-23-2024

Kent L. Gross

ACKNOWLEDGEMENT

State of Wisconsin)

) ss.

County of Calumet)

Personally came before me on 12-23, 2024, the above named Kent L. Gross to me known to be the person who executed the forgoing instrument and acknowledge the same.

Marissa Heimerl

Notary Public, Wisconsin

My commission expires 2-12-2025

This instrument was drafted by: Kent L. Gross of LouMar Properties, LLC