

VAHTERA HEIGHTS  
DECLARATION OF LOTS AND BUILDING  
AND USE RESTRICTIONS

Document Number

Title of Document

KNOW ALL PERSONS BY THESE PRESENTS, that Terrence L. Peters ("Developer"), is owner of Vahtera Heights, which is a real estate development in the Town of Morse, Ashland County, Wisconsin, which has been divided, into buildable lots 1 through 8 inclusive, as well as Outlot 1, Outlot 2 and the Meadow,

WHEREAS, Vahtera Heights is depicted and legally described on Exhibit A. Within Vahtera Heights:

Lot 1 is legally described on Exhibit B,  
Lot 2 is legally described on Exhibit C,  
Lot 3 is legally described on Exhibit D,  
Lot 4 is legally described on Exhibit E,  
Lot 5 is legally described on Exhibit F,  
Lot 6 is legally described on Exhibit G,  
Lot 7 is legally described on Exhibit H,  
Lot 8 is legally described on Exhibit I, and  
Outlot 1 is legally described on Exhibit J,  
Outlot 2 is legally described on Exhibit K,  
Vahtera Heights Drive, Meadow View Land and Canyon Trail are legally described on Exhibit L, and  
The meadow and the clear view easement of the meadow are legally described on Exhibit M, and

Recording Area

Name and Return Address  
**Attorney Matthew F. Anich**  
**Anich, Wickman & Lindsey, S.C.**  
**220 6<sup>th</sup> Avenue West**  
**P.O. Box 677**  
**Ashland, WI 54806**

Parcel Identification Number (PIN)

WHEREAS, Developer desires to establish and impose certain building and use restrictions as to the location of the placement or erection of structures and improvements upon the Parcels in Vahtera Heights that are binding upon the owners of all Parcels in such development for the mutual benefit and protection of all of said property owners,

NOW, THEREFORE, Developer hereby declares as follows:

1. Lots Established. As owner of the land comprising Vatera Heights Development, which is described and depicted on Exhibit A, Developer hereby creates and declares the following lots or parcels depicted on Exhibit A, shall now exist in the Vahtera Heights Development: Lots 1 through 8 inclusive which are legally described on Exhibits B through I, inclusive, Outlot 1 as legally described on Exhibit J, Outlot 2 as legally described on Exhibit K, Vahtera Heights Drive, Meadow View Lane and Canyon Trail as legally described on Exhibit L, and the Meadow and the Clear View Easement of the Meadow as legally described on Exhibit M. Lots 1 through 8 are buildable lots.
2. Outlot 1. Outlot 2: Outlot 1 and Outlot 2 are hereby created for the common use and benefit of the owners of each buildable lot or parcel in the Vahtera Heights Development. The owners of Outlot 2 shall have the right to non-motorized use of Outlot 1 to gain access to the hike, bike and ski trail and to the park.


3. Lot Owner. When used herein "Lot owner" or "Parcel owner", means a person, combination of persons, partnership, limited liability company or corporation which holds legal title to a buildable lot in Vahtera Heights Development or has an equitable ownership as a land contract vendee.
4. Ownership of Outlots. The owners of each of lots 1 through 6 inclusive, each own an undivided 1/6 interest in Outlot 1. When there are 8 buildable lots in Vahtera Heights Development, each lot owners of Lots 1 through 6 inclusive, each own an undivided 1/6 interest in Outlot 1 and each of the owners of Lots 7 and 8 own an undivided 1/2 interest in Outlot 2. In the event Vahtera Heights Development is ever expanded to contain more than 8 buildable lots, the undivided percentage interest in Outlot 1 shall remain the same.
5. Developer hereby declares and establishes the existence of the following protective covenants, reservations and restrictions which are imposed on the lots and owners of each of the lots in Vahtera Heights Development:
  - a. Developer has established building zones for each of Parcels 1 through 8 inclusive. On each such Parcel all residences, garages and other structures must be constructed within the designated building zone for that Parcel. No residence, garage or other building or structure shall be placed, erected or allowed to remain upon any such Parcel which is not situated within the confines of the designated building zone for that Parcel. The building zones for each such Parcel are designated and depicted on the annexed Exhibit A which is a survey map of Vahtera Heights.
  - b. Use of Parcels. Parcels 1 through 8, inclusive, shall be used exclusively for residential purposes. No commercial, industrial or public use of the Parcels or structures thereon is allowed, except for home offices. Any residence constructed on the Parcels shall have a minimum of eight hundred square feet of living area, including any finished basement living area.
  - c. Outlot 1 and Outlot 2. No residence, garage or any other building or structure shall be placed, erected or allowed to remain upon Outlot 1 or Outlot 2. Outlot 1 and Outlot 2 shall be used only for the purposes stated herein.
  - d. Referring to what is depicted on the annexed Exhibit A, the Meadow View Lane and Vahtera Heights Drive portions of Outlot 1 may be used for travel by motorized vehicles and pedestrians.
  - e. The common bike/hike/ski trail portion of Outlot 1 maybe only used for non-motorized use such as biking, hiking, skiing and snowshoeing.
  - f. The easement trail portion of Outlot 1 (which is included in the Grant of Easement Trail between Terrence L. Peters as Grantor and the Wisconsin Department of Natural Resources as Grantee, which was recorded on December 21, 2020 as Document No. 353495 in the Ashland County Register of Deeds Office) and the portion of Outlot 1 situated North and West of the easement trail portion, shall be used only for non-motorized activities including but not limited to hiking, biking, cross country skiing and snowshoeing.
6. In addition to being placed or erected within the building zone on Parcels 1 through 8, inclusive:
  - a. A primary residence shall also be set back 75 feet from any lot line, and 75 feet from Vahtera Heights Drive and Meadow View Lane, and
  - b. A garage, accessory building or other structure shall also be set back 30 feet from any lot line and 30 feet from Vahtera Heights Drive and Meadow View Lane 4. All electrical service, telephone lines, fiber-optic lines, sewer and water lines shall be placed in the ground.
7. All electrical service, telephone lines, fiber-optic lines, sewer and water lines shall be installed in the ground.
8. It shall be the responsibility of the owner of each of Parcels 1 through 8 inclusive, to prevent the development of any unclean, unsightly or unkept condition of the buildings or grounds which tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. All Parcels and buildings and structures thereon shall be maintained in a neat, clean and well-kept condition.
9. Exterior Appearance. The owners of Parcels 1 through 8 inclusive, shall maintain the premises and the outside appearance of any improvements on their Parcel so that the same remains aesthetically pleasing and suitable in architectural design in order to conform to the surrounding environment of all Parcels subject to this declaration. In order that all construction, be as inconspicuous possible, exterior finishes of all buildings, structures, signs and site improvements shall consist of natural materials or have the appearance of natural materials and shall use color schemes which harmonize with the natural surroundings.

10. Rubbish. No portion of any Parcel shall be used or maintained as a dumping ground for rubbish, trash, refuse, garbage or other waste. No garbage, trash, refuse, or other waste shall be kept except in sanitary containers. No exterior burning of household refuse shall be done. All incinerators or other equipment for the storage or disposal of such material shall be kept within a structure on the Parcel, or otherwise be adequately screened.
11. Construction. Once construction has been commenced on any residence or other structure, the exterior of such residence or other structure shall be completed within twelve (12) months of the commencement of the construction. Any delay in construction not attributable to the Parcel owner shall extend the allowed time to complete the exterior of the building. Landscaping must be completed within eighteen (18) months of the commencement of construction.
12. If a Parcel owner of any residence or other structure fails to complete the exterior construction within twelve (12) months and is not making reasonable and substantial progress toward completion, and/or progress is delayed through fault of the Parcel owner, the Developer and his heirs, successors and assigns reserve the right, after thirty (30) days written notice to the Parcel owner, to enter the premises and, at the Parcel owner's expense, either finish the building or dismantle it, whichever is in the best interest of all property subject to this declaration. Any delay in construction not attributable to the Parcel owner shall extend the allowed time to complete the construction of the residence or other structure.
13. No temporary structures of any kind may be placed on the Parcels, nor shall any trailers or mobile homes be allowed except as set forth in Sections 14 and 15 below.
14. Motor homes shall not be used on the property as a permanent residence or dwelling. Temporary use of motor homes for a period not to exceed ninety (90) days is permissible. However, in the event a Parcel owner is constructing a residence on any Parcel, said Parcel owner may temporarily reside in a motor home or trailer for a period of time exceeding ninety (90) days, subject to the twelve (12) month time limitations set forth in Section 8 above.
15. Outside storage of travel trailers, boats, motor homes and the like not exceeding thirty-five (35) feet shall be allowed. Natural screening, or other screening which harmonizes with the natural surroundings shall be used, when necessary so that the item being stored is as inconspicuous as possible. The storage of any travel trailers, boats, motor homes and the like exceeding thirty-five (35) feet shall be allowed, but only in storage buildings.
16. Signs shall not be allowed except an identification sign indicating the name of the Parcel owner/occupant which shall be of a rustic nature no larger than 400 square inches. A "For Sale" sign up to 6 square feet in size will be allowed until the property is sold.
17. Parcel owners of buildable lots will be allowed to put in satellite dishes on a buildable lot that does not exceed thirty-six inches (36") in diameter, provided such facility blends into the wooded areas of the Parcel.
18. Solar Panels. Solar panels are allowed but only on the building zone on a lot or parcel.
19. No chickens, rabbits or other livestock shall be kept, bred or raised on any Parcel except that dogs, cats or other domestic pets may be kept provided they are not bred, kept or maintained for any commercial purpose. No lot owner shall maintain more than four dogs and four cats in total, on their lot. All dogs must be kept either on Parcel owner's property or on a leash. Excessively barking dogs or howling dogs will not be allowed and their removal shall be mandatory upon request of any lot owner.
20. When trees are cut on parcels 1 through 8 inclusive, they shall be promptly cut to size for fireplace wood and piled or hauled away along with rocks and stumps dug up during driveway and building site construction. The intent of this provision is to maintain the present forest and composition. Except as necessary for driveway access, building sites and established clear view zones and view corridor zones, no trees shall be cut down unless they are diseased, dead, dying or pose a hazard to human life, structures, driveways or private roadways.
21. Dusk to dawn lights shall be allowed on the Lots, but the wattage of said lights shall not exceed one hundred (100) watts and shall be directed towards the ground so as to not disturb the view of others. Lighting on all Lots shall be controlled so as not to shine up into the sky or onto any neighboring property. This may be accomplished by use of fully shielded cut-off fixtures, directing light fixtures downward rather than upward, or by other similarly effective means. Where lighting on a Lot is for security purposes or to illuminate walkways or driveways, only fully shielded cut-off style light fixtures shall be used. All forms of flashing, rotating or moving lights shall be prohibited. All exterior lighting, except for dusk to dawn lights shall be sixty (60) watts or less per fixture. Christmas lights are excluded from these restrictions.

- 22. All parcels are to remain as described at the plat. No subdivision of a Parcel shall be allowed.
- 23. Lot owners, their invitees and guests, shall be allowed to use golf carts, ATV's, UTV's and snowmobiles on the private roadways known as Vahtera Heights Drive and Meadow View Lane. No motorized vehicle is allowed on any hike, bike or ski trail or in any open space area or in a meadow area, depicted on Exhibit A.
- 24. Although each Parcel owner is bound in principal to carry out the provisions of the building and use restrictions contained herein, nothing herein shall be construed as a legal requirement for action by Developer. Parcel owners may, however, individually seek enforcement or interpretation of this document.
- 25. Any action relating to the enforcement of this document against any Parcel owner, and any disputes or differences arising between the Parcel owners pertaining to enforcement or interoperation of this document shall be determined by binding arbitration pursuant to the provisions of Chapter 788, Wisconsin Statutes.
- 26. Each of the attached Exhibits A through M inclusive, are incorporated herein by reference a part of this instrument.
- 27. These permanent and perpetual covenants, restrictions and easements shall run with and bind the lots and their owners inure to the benefit of and be enforceable by the Developer and any lot owner subject to this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this instrument for the purpose of establishing Building and use Restrictions for the property described above.

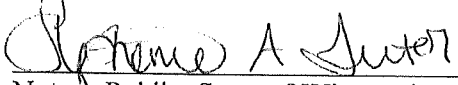
Dated this 18<sup>th</sup> day of July, 2023

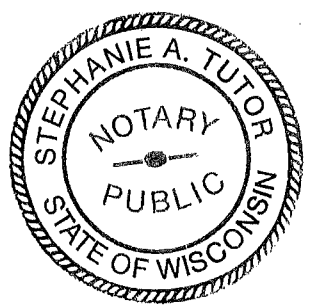
  
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 Terrence L. Peters, Developer

**ACKNOWLEDGMENT**

State of Wisconsin )  
 ) ss.  
 County of Ashland )

Personally came before me this 18<sup>th</sup> day of July, 2023, the above-named Terrence L. Peters, Developer, to me known to be the person who executed the foregoing instrument and acknowledged the same.

  
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 Notary Public, State of Wisconsin  
 My commission expires: 12/16/26



Drafted by:  
 Attorney Matthew F. Anich  
 Anich, Wickman & Lindsey, S.C.