

DECLARATION OF RESTRICTIVE COVENANTS FOR AUBURN ESTATES SUBDIVISION

DECLARATION made this ___ day of November, 2022, by Cypress Homes, Inc. (the "Developer"), owner and developer of the following described real estate, same being the real estate now duly platted as:

All of Lot 2 of Certified Survey Map No. 8232 and all of Lot 2 of Certified Survey Map 5575 and all of Lot 1 of Certified Survey Map 8309, all being part of the Southwest 1/4 of the Southeast 1/4 of Section 07, Township 21, North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, (the "Subdivision")

WHEREAS, Cypress Homes, Inc. ("Developer") contemplates the sale and/or transfer of certain lots and outlots (hereinafter a "Lot" or "Lots") it owns in the Subdivision.

AND WHEREAS, Developer entered into a Development Agreement with the Town of Grand Chute (the "Development Agreement") (a Memorandum of Development Agreement being filed with the Outagamie County Register of Deeds as Document #2277274) containing certain terms that impact the Lots within the Subdivision, the Developer and all successors in interest of the Developer.

AND WHEREAS, Developer believes it is advisable to establish protective conditions, covenants and restrictions (hereinafter "Covenants") which will preserve and protect the desirability, beauty and value of the Subdivision for the benefit of all owners thereof and their heirs, personal representatives, successors and assigns.

AND WHEREAS, this Declaration will carry out the aforesaid purposes and will ensure each owner of property in the Subdivision of the continuance of these standards.

NOW THEREFORE, in consideration of the aforementioned purposes, it is agreed that the following Covenants are established and binding upon each owner of a Lot in the Subdivision, and shall apply to and bind the successors in interest and any owner thereof.

- 1) **Purpose.** This Declaration is set forth to ensure:
 - a) the use of the property within the Subdivision for residential purposes only,
 - b) nuisances are prevented,
 - c) impairment of the attractiveness of the property is prevented,
 - d) each Lot owner the full benefit and enjoyment of their Lot and home, with no greater restriction on the free and undisturbed use thereof than is necessary to ensure the same advantages to all of the other Lot and home owners,
 - e) that the Subdivision will become and remain an attractive development, and
 - f) to secure to each owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his Lot than is necessary to insure the same advantages to the other Lot owners.

- 2) **Architectural Control Committee.** No structure shall be erected, placed, or altered on any Lot until the building plans, specifications and plat plan showing the location thereof have been approved in writing by the Architectural Control Committee ("ARC") as to quality, materials, harmony of external design and colors with the existing and planned structures, and as to location with respect to topography, neighboring homes, setbacks, finished grade elevations, driveways and planning. **Such plans and**

specifications shall be submitted to the ARC and approved before a building permit from the Town of Grand Chute is applied for. Two copies of the plans and specifications are to be submitted to the ARC. Upon approval, one copy will be returned to purchaser and one copy will be retained by the ARC.

- a) The design layout and exterior appearance of each residence shall be such that, in the reasonable opinion of the ARC at the time of reviewing the plans and specifications, the residence will be of compatible design and quality to existing homes in the Subdivision and will have no substantial adverse effect on the property values in the neighborhood.
- b) The approval or disapproval of the ARC shall be in writing. Should the ARC fail to approve or disapprove such plans and specifications within sixty (60) days after submission to it, then such approval will not be required, but all other Covenants herein contained shall remain in force.
- c) The initial ARC is composed of two members appointed by the Developer. For so long as the Developer owns any Lots within the Subdivision, the Developer shall appoint the members of the ARC. The Developer may assign its rights under this Section 2 if the Developer transfers title to all its remaining Lots and in such an event, the transferee shall assume all obligations of the Developer under this Section 2.
- d) The address of the ARC is:

Cypress Homes, LLC
1230 W College Ave
Suite d
Appleton, WI 54914

- e) The ARC shall cease to exist upon the conclusion of the construction of the residence on the last Lot owned by the Developer unless an Association of Lot owners has been created (see Section 34 below), in which event, the members of the ARC appointed by the Developer shall resign and the Association's Board of Directors shall appoint committee members.
- f) The ARC may grant a special exception to specific restrictions where a literal application would cause undue hardship and where the granting of such special exception would not be incompatible with the basic concept of the Subdivision.

3) **Dwelling Quality.**

- a) **Façade.** All of the dwelling and garage which fronts on any street shall be finished with a minimum of 30% of "natural exterior" consisting of, but not limited to, brick, stone, or stucco, unless the "natural exterior" would be contrary to the design of the home, and such deviation shall require special approval by the ARC. The ARC retains the right to require more than the minimum for "natural exterior" on the front elevation in their sole discretion.
- b) **Walls.** The face of every outside wall of any residence, including chimney chases, shall be constructed of materials approved by the ARC.
- c) **Roofs.** All residences shall have roofs constructed of 30-year dimensional shingles (or better quality materials) with not less than a 6/12 pitch, unless such pitch would be contrary to the design of the home and such deviation shall require special approval by the Architectural Control Committee.
- d) **Windows.** All residences shall have a minimum of one window, in an acceptable size as determined by the ARC, on every elevation.
- e) Subsurface Infiltration
- f) **Minimum Floor Area and Design.** Every residence erected in the subdivision shall have minimum floor areas as follows:
 - *1 Story 1800 sq. ft. minimum**
 - *1.5 Story 2200 sq. ft. minimum**
 - *2 Story 2400 sq. ft. minimum.**

For purposes of this section "floor area" shall be defined as the area within the exterior wall lines of a building and shall not include floor space below grade at front foundation line, basements, garages, breezeways, and unenclosed porches, attics and other areas not finished or useable as living quarters.

- 4) **Builders.** All residences in the Subdivision shall be initially constructed by **Cypress Homes, Inc.**, unless the Lot owner receives written permission from Developer to utilize a different builder. This restriction shall no longer apply to a Lot once the principal residence is constructed.
- 5) **Basement.** All homes shall have either basements or at a minimum standard four-foot footing walls.
- 6) **Building Location.** All structures to be erected in the Subdivision shall conform to all established setback lines. Subject to approval by the ARC, structures may be located anywhere on a Lot within the defined setback, provided such location is consistent with the basic principles of good site interrelationship between the various other nearby structures.
- 7) **Garages.** A minimum of a two (2) car garage shall be constructed on a building site and shall be directly attached to the residential structure or attached thereto by a breezeway. Nothing in this section shall be construed to prohibit the construction of an attached garage which is larger than the minimum required by this section (up to a four car garage allowable) provided such garage is constructed in conformity with local ordinance
- 8) **Driveways.** To minimize dust and to enhance the appearance of the Subdivision, the driveway or driveways shall, within one (1) year after issuance of the occupancy permit for a building site, be surfaced with concrete, blacktop, brick or other hard surface material acceptable to the ARC. The plans and specifications for residences submitted to the ARC for approval shall include the specifications for the location and surfacing of the driveways and walkways.
- 9) **Landscaping.** All exterior landscaping shall be completed within one (1) year after issuance of the occupancy permit for a building site. Landscaping shall include at least one shade tree in the front yard and at least two shade trees in the rear yard.
- 10) **Land Use.** No Lot, whether alone or in combination with one or more other Lots in this Subdivision, shall be used except for single-family residential purposes, except those portions of the Subdivision used for Storm Water Maintenance.
- 11) **Solar Energy.** Devices and systems for collection of solar energy are permitted within the Subdivision. No such devices or systems shall be visible from the street.
- 12) **Fences.** Fences shall be limited to rear yard placement, and shall be decorative in nature. Prior to construction Lot owner shall obtain approval by the ARC. ***Absolutely no chain link fencing will be permitted***
- 13) **Grade.** A licensed surveyor is required for any Lot staking. No structure or lawn shall be permitted until proper grades for each have been set in accordance with the approved **Drainage and Grading Plan attached hereto as Exhibit A**, the cost of which setting shall be borne by the Lot owner.
- 14) **Drainage.** No Lot owner shall block, dam or otherwise obstruct the flow of surface water drainage so as to cause such water to back up onto the Lot of another property owner or so as to restrict the use or enjoyment of any other Lot by any other Lot owner. Each Lot owner, as a part of the post-home construction finishing/grading/landscaping process is responsible to bring their Lot into compliance with the approved **Drainage and Grading Plan**.
- 15) **Vacant Lot Maintenance.** Each vacant Lot in the Subdivision shall be maintained by the owner of such Lot so that the Lot shall not become a nuisance. No owner shall allow trash or debris to accumulate on any such vacant Lot and the Lot owner shall regularly mow the Lot and comply with the Town of Grand Chute and Outagamie County ordinances regarding weed control.
- 16) **Construction Site.** No building material shall be placed on any Lot more than thirty (30) days prior to the date construction is to begin. At all times during construction, the site shall be maintained in a neat and orderly manner. All trash and waste shall be kept in sanitary containers. Builders and/or Lot owners shall maintain a dumpster on each construction site and shall be responsible to ensure such dumpster is emptied as often as necessary to ensure debris does not extend over the top edge allowing it to be blown out and onto surrounding properties. This covenant shall not apply to the Developer.
- 17) **Completion of Construction.** Construction of a residence shall be completed prior to occupancy and within twelve (12) months of the start of construction. This covenant shall not apply to the Developer.
- 18) **Utility Services.** All utility services including, but not limited to, electrical lines, telephone lines, gas, television service lines, and other cable or conduit running from utility service lines or transformers/ pedestals must be underground to and from buildings.
- 19) **Used Buildings.** No previously used building of any type shall be moved on to any Lot in the Subdivision from another location, this shall include outbuildings of any type.
- 20) **Accessory Structures.** Subject to applicable Town of Grand Chute ordinances, a detached accessory building shall be permitted on Lots in the Subdivision provided that the design and location

of the same are approved by the Town of Grand Chute, if required, prior to construction. Said accessory building shall be substantially the same as the residential structure on the Lot including roof slope and exterior materials. For purposes of this section, a deck, patio, gazebo, pergola or other similar structure shall not be construed to be a detached accessory building, and the same may be constructed without prior approval of the ARC. However, the Town of Grand Chute permits, if required, are the responsibility of the Lot owner.

- 21) **Temporary Structures, Outbuildings or Trailers.** No structure of a temporary character, such as a trailer, mobile home, camper, tent, shack, garage, barn or other outbuilding shall be used at any time as residence either temporarily or permanently.
- 22) **Personal Property Storage.** No outdoor storage of any commercial vehicle, boat, camper, trailer, snowmobile, recreational vehicle, motorhome, fishing shanty, all-terrain vehicle or motorcycle is permitted. Unless the same is enclosed within a garage, no motor vehicle may be parked, stored or otherwise kept on any Lot in the Subdivision other than a car, truck or van which is licensed by the State of Wisconsin as a private passenger vehicle. Outdoor storage of any vehicle with advertising of any type (other than standard car dealer emblems) is prohibited. Any such vehicle must be enclosed within a garage. No driveway apron may be constructed for the storage of any vehicle or trailer.
- 23) **Antennae.** No exterior antenna, satellite dish receiver, or other similar device or structure for the transmission or reception of electric signals of any nature shall be visible from the street, and shall not exceed 18" in diameter. No free-standing tower antennae shall be allowed in the Subdivision.
- 24) **Signs.** No signs of any character, size, or description shall be maintained upon any Lot in the Subdivision except signs of a size no larger than ten (10) inches by eighteen (18) inches bearing the name, address, or both of the resident occupying such Lot, security service warning signs, or a single sign of not more than six (6) square feet in area advertising the property for sale, except that Developer may utilize signs of any size for advertising properties in said Subdivision for sale.
- 25) **Unlicensed Vehicles and Salvage Materials.** No unlicensed vehicles or junk yards or storage areas for cars or other salvage materials of any nature shall be permitted on any Lot or combination of Lots within the Subdivision.
- 26) **Commercial Businesses.** Except as may be permitted by local zoning regulations, no commercial business shall be allowed to be conducted at any time from any Lot or combination of Lots within the Subdivision. Nor may any trade, business or profession be carried on; and generally, no activities may be conducted which would constitute a nuisance to other owners of Lots within the Subdivision.
- 27) **Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish or yard waste. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition. To insure the attractive appearance of the Subdivision, all equipment shall be kept out of view from the street and adjacent or neighboring property owners.
- 28) **Nuisances.** No noxious, offensive or dangerous activity of any kind shall be conducted upon any Lot, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to other Lot owners or occupants of dwellings in the Subdivision.
- 29) **Pools.** Swimming pools and spas must be constructed in conformity with these restrictions and the ordinances of the Town of Grand Chute and Outagamie County. No portion of a swimming pool or the adjoining enclosed area shall be constructed or maintained nearer to the street than the rear foundation line of the principal structure. ***Permanent above ground pools are prohibited in the Subdivision.***
- 30) **Animals.** No animals, livestock, or poultry of any kind shall be kept, bred, or raised on any Lot in this Subdivision except as normal household pets provided they are not kept, bred, or maintained for any commercial purpose. All Lot owners shall abide by the Town of Grand Chute Ordinance regarding pet ownership within the Town limits. **Chain link dog runs are prohibited.**
- 31) **Storage Tanks.** No above ground or underground storage tanks shall be permitted upon any Lot.
- 32) **Subdivision of Lots.** No Lot may be subdivided into a smaller parcel. Nothing, however, shall prohibit multiple Lots being formed into alternative Lots of at least the same size, subject to any applicable Certified Survey Map requirements. Each such resulting Lot shall be considered as one Lot for purposes of compliance with these Covenants.
- 33) **Storm Water Management Facilities.** Maintenance of the storm water management facilities within the Subdivision shall be governed by the terms of the **Detention/Retention Pond Maintenance Agreement attached hereto as Exhibit B.** The Town of Grand Chute retain the right to perform maintenance or repairs of the storm water management facilities. There shall be no swimming or

wading within, or any floating or other navigation upon any storm water detention facilities or drainage ways located within the Subdivision. The deposit of fertilizer, grass clippings, or other organic materials into drainage ways or storm water detention facilities located within the Subdivision, or any other polluting thereof shall be prohibited.

- 34) **Property Owners Association.** After the Developer no longer owns a Lot within the Subdivision, a Association of Lot owners (the "Association") may be created upon the affirmative majority vote of the Lots (each Lot having one vote) for the purpose of continuing the ARC and maintenance of the Storm Water Management Facilities and such other purposes as may be established by the bylaws of the Association. Upon such an affirmative majority vote, every Lot owner to which these covenants apply shall be a member of the Association and shall participate in the operation of the Association in accordance with the bylaws of the Association. The Board of Directors of the Association shall be empowered under the bylaws of the Association, to fix and collect assessments to provide for the operation, care, maintenance and upkeep of the Storm Water Maintenance Facilities. Any unpaid assessments may become a lien against the Lot within the Subdivision.
- 35) **Easements.** Easements have been reserved for various public and semi-public purposes on the recorded plat and as within any separate recorded easement documents. Use of the easement areas is defined within the recorded documents and may further be defined by applicable local ordinances.
- 36) **Removal of Dirt.** So long as Developer owns any lot, Developer reserves the right to direct the disposition of any dirt that is to be removed from a lot
- 37) **Relation to Public Regulations.** Where the provisions in 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. Notwithstanding the provisions contained in these Covenants, the Lot owners of all Lots within the Subdivision shall comply with all applicable Town of Grand Chute and County ordinances.
- 38) **Covenants Contained on Plat.** All covenants and restrictions contained on the Plat of Auburn Estates are incorporated herein by reference.
- 39) **Enforcement.**
 - a) Upon the violation of any one or all of the provisions of this Declaration, the Developer, the Association (if created) or a Lot owner, as the case may be, shall have the right to proceed at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions, and shall be entitled to both equitable and legal relief, including reasonable attorneys' fees. Any failure of such enforcement shall not be deemed a waiver of a right to do so or the acquiescence of any violation subsequent or otherwise.
 - b) The Developer, the Association (if created), or Lot owner enforcing these Covenants, as the case may be, shall have the right to levy and collect an assessment (which is due upon receipt of notice) against any Lot for any costs and expenses incurred by the Developer, Lot owner, or the Association, as the case may be, in the enforcement of the provisions of this Declaration with respect to such lot, including without limitation, the costs of consultants and actual attorneys' fees, whether or not litigation is commenced with respect thereto. The Developer or the Association shall further have the right to levy and collect an assessment against all lots in the Subdivision for reimbursement of costs and attorneys' fees incurred by the Developer or the Association in the enforcement of this Declaration, provided, that (i) said assessment shall be equally allocated to all Lots in the Subdivision, including those owned by Developer, and (ii) any enforcement costs recovered from the violating lot owner shall be credited or refunded to owners of lots against which the assessments were made.
 - c) The Town of Grand Chute and Outagamie County may each enforce the provisions of this Declaration.
- 40) **Agreement to Terms.** By acceptance of a conveyance of property which is subject to this declaration, the grantee, mortgagee, or transferee thereof acknowledges, accepts and agrees to each and every term, right, duty and obligation herein contained and the right of enforcement of this declaration as aforesaid.
- 41) **Severability.** Invalidation of any one of the provisions of this Declaration by judgment, court order or otherwise, shall in no way affect the validity of the remaining provisions, which remaining provisions shall remain in full force and effect.

- 42) **Amendment.** At such time that The Developer no longer owns any Lot within Auburn Estates this declaration may be amended through execution of the owners of seventy-five percent (75%) of the Lots in the Subdivision of an amendment which shall take effect on the date of recording thereof in the office of the Register of Deeds for Outagamie County, Wisconsin. The Developer shall be exempt from any modifications made to these Restrictive Covenants.
- 43) **Term.** Except as otherwise specifically stated, these conditions, restrictions, and requirements are covenants running with the land and shall be binding on all parties hereto and all persons claiming under them for a period of twenty-five (25) years from the date they are recorded, at which time, said conditions, restrictions, and requirements shall be automatically extended for successive periods of ten (10) years unless the record owners of three-fourths (3/4) or more of the Lots in the Subdivision shall:
- a) Execute a written document modifying, amending or rescinding these Covenants or any one or more of them in whole or in part; and
 - b) Record such document in the office of the Register of Deeds of Outagamie County, Wisconsin.
- 44) **Interpretation.** These declarations shall be construed and interpreted in favor of restricting the use of each Lot consistent with the purposes hereof and any ambiguity shall be resolved against any Lot owner who installs any structure or engages in any activity not clearly authorized under these declarations. These Covenants are subject to enforcement under Wisconsin Law.

IN WITNESS WHEREOF, Cypress Homes, Inc. has hereunto set its hand on the day and year first above written.

CYPRESS HOMES, INC.

By: _____
Shannon Meyer, President

STATE OF WISCONSIN)
)ss
COUNTY OF OUTAGAMIE)

Personally came before me this ___ day of October, 2022, the above named Shannon Meyer to me known to be the officer, and the person, who executed the foregoing instrument and acknowledged the same.

Name:
Notary Public, Wisconsin
My commission expires _____

This instrument was drafted by
William S. Woodward, Attorney at Law
von Briesen & Roper, s.c.
300 N. Broadway, Suite 2b
Green Bay, Wisconsin 54303
william.woodward@vonbriesen.com
(920)713-7808

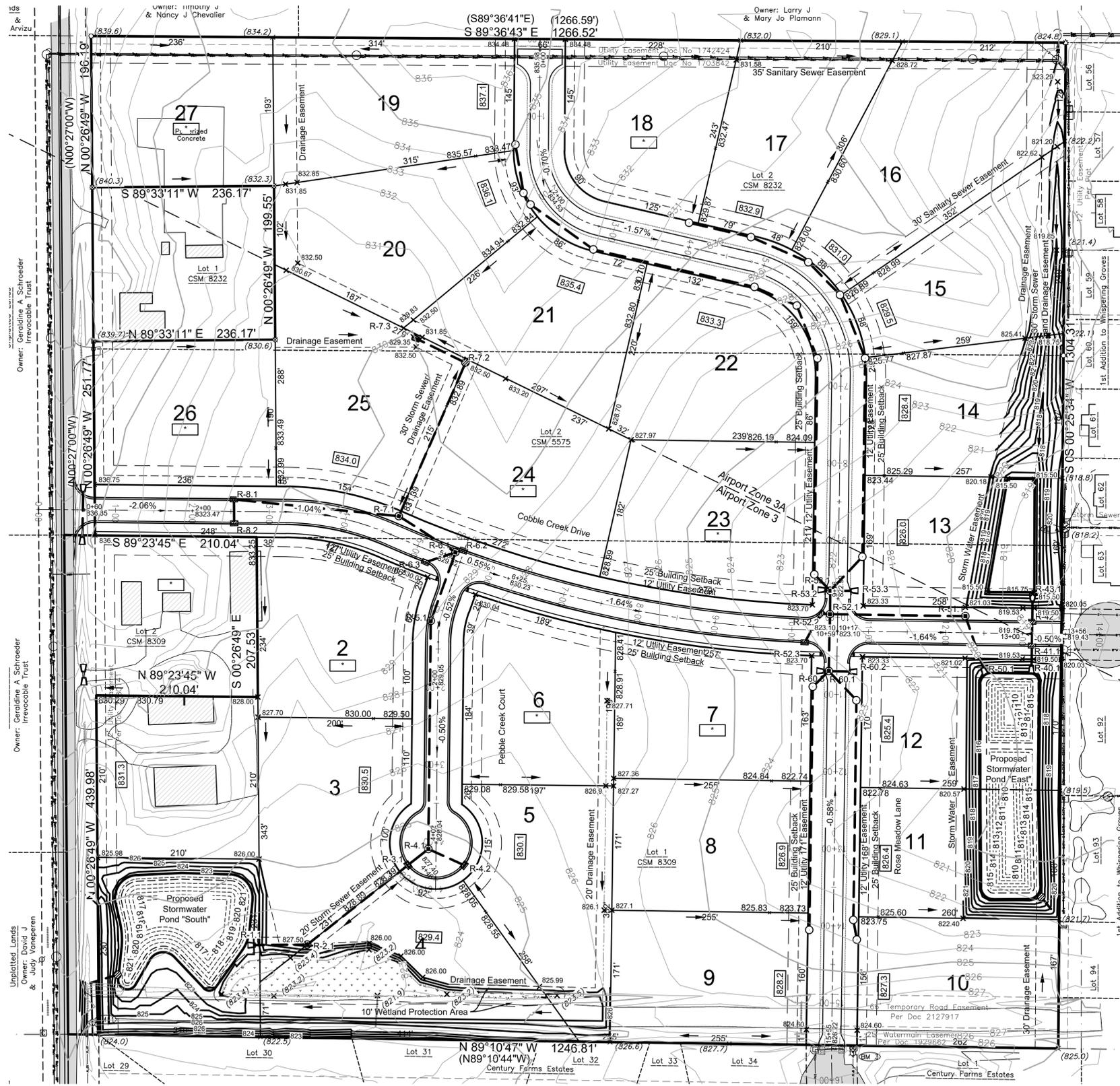
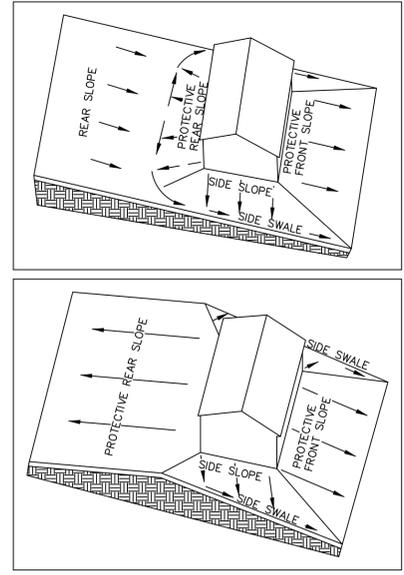


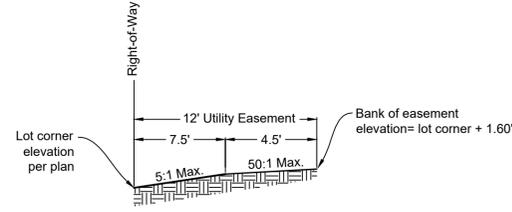
Exhibit A

- NOTES:**
- Existing utilities shown are indicated in accordance with available records and field measurements. The contractor shall be responsible for obtaining exact locations & elevations of all utilities, including sewer and water from the owners of the respective utilities. All utility owners shall be notified by the contractor 72 hours prior to excavation. Contact Digger's Hotline (1-800-242-8511) for exact utility locations.
 - The Contractor shall verify all staking and field layout against the plan and field conditions prior to constructing the work and immediately notify the Engineer of any discrepancies.
 - The contractor shall minimize the area disturbed by construction as the project is constructed. Disturbed areas shall be seeded as soon as final grade is established. Contractor shall replace topsoil and then seed, fertilize and mulch/ erosion mat all lawn areas within 1 week of topsoil placement.
 - Contractor shall remove all excess materials from the site. Earthwork contractors shall verify topsoil depth.
 - All sediment and erosion control devices and methods shall be in accordance with the Wisconsin DNR Technical Standards.
 - The contractor shall make weekly inspections and inspections within 1 day of any rainfall exceeding 0.5 inches of the sediment and erosion control devices throughout construction. The contractor shall repair or maintain erosion control devices as necessary. The inspection reports shall be made available to the owner at the end of the construction or upon demand during construction.
 - Updated survey and title search have not been authorized and the boundary and easements shown may be inaccurate or incomplete.
 - Cobble Creek Drive and Pebble Creek Court are Residential Urban Street per the Town of Grand Chute Standard Specification. Rose Meadow Lane is a Residential Rural Street per the Town of Grand Chute Standard Specification with reduced ditch back slope that extends into the utility easement as shown below. Driveway culverts shall be minimum 15-inch diameter for Lots 8 - 23, minimum 18-inch diameter for Lot 24. Culverts may not be applicable for corner Lots 8 and 24 pending driveway location. Driveway culverts shall maintain 12" min. cover.
 - All lots shall have downspouts that discharge at the surface grade to promote infiltration. Downspout connection to storm sewers is prohibited. In addition to disconnected downspouts, Lots 7-23 shall have sump pump discharges disconnected from storm sewers in a manner to promote storm water infiltration.



HOUSE ELEVATIONS:

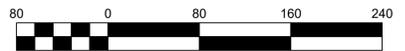
The house elevations shall be set to provide positive drainage away from the building in all directions as shown in the above details. House elevations and driveway locations may need to vary depending on size, location, and architecture of the home. Changes to the grading plan or house elevations can be allowed only if an individual lot grading plan is prepared by a professional engineer.



TYPICAL UTILITY EASEMENT SECTION
Rose Meadow Lane - Refer to Note #8.

LEGEND

	Underground Cable TV		Sanitary MH / Tank / Base		CATV Pedestal
	Underground Fiber Optic		Clean Out / Curb Stop / Pull Box		Gas Regulator
	Overhead Electric Lines		Storm Manhole		Railroad Signal
	Utility Guy Wire		Inlet		Sign
	Sanitary Sewer		Catch Basin / Yard Drain		Tower / Silo
	Storm Sewer		Water MH / Well		Post / Guard Post
	Underground Electric		Hydrant		Satellite Dish
	Underground Gas Line		Utility Valve		Large Rock
	Underground Telephone		Utility Meter		Flag Pole
	Water Main		Utility Pole		Deciduous Tree
	Fence - Steel		Light Pole / Signal		Coniferous Tree
	Fence - Wood		Guy Wire		Bush / Hedge
	Fence - Barbed Wire		Electric Pedestal		Stump
	Treeline		Electric Transformer		Soil Boring
	Railroad Tracks		Air Conditioner		Benchmark
	Culvert		Telephone Pedestal		Asphalt Pavement
	Index Contour		Telephone Manhole		Concrete Pavement
	Intermediate Contour		+799.9 Ex Spot Elevation		Gravel
	Delineated Wetlands		Proposed Storm Manhole		
	Proposed Storm Sewer		Proposed Curb Inlet		
	Proposed Contour		Prop. Catch Basin / Yard Drain		
	Proposed Swale		Proposed Endwall		
	Proposed Culvert		Proposed Rip Rap		
	Adj. Plat Grade		Prop. Drainage Direction		
	Prop. Lot Corner Elevation		Recommended Grade at Foundation		
	Proposed Spot Elevation		Grade at Foundation To Be Determined		
	Existing Grade				



**ATTACHMENT D
DETENTION / RETENTION POND MAINTENANCE AGREEMENT**

The following AGREEMENT is entered into this 17 day of August, 2022 by and between Cypress Homes, LLC, hereinafter referred to as the Developer, and the TOWN OF GRAND CHUTE, of Outagamie County, Wisconsin, hereinafter referred to as the Town.

WITNESSETH:

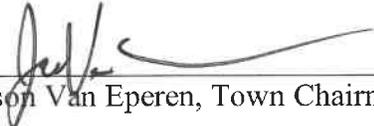
WHEREAS, the Town is concerned that proper maintenance be provided for the stormwater facilities associated with the Auburn Estates Subdivision.

NOW THEREFORE, the parties agree as follows:

1. In accordance with the Special Town of Grand Chute Restrictions and Outlot Covenants as provided in the plat of Auburn Estates, and in accordance with the most current version of Section 463 of the Town of Grand Chute Municipal Code, the Developer and/or subsequent Lot owners within said Subdivision shall provide for maintenance of the stormwater facilities.
2. Maintenance and care shall be defined as mowing; inspection for erosion and/or nuisance problems (e.g. burrowing animals, weeds, odors); regular removal of trash and debris; regular inspection of embankment and emergency spillway structure; removal of sediment; control of algae growth, insects and odors; and, removal of large vegetation and trees that may weaken embankments.
3. In the event that the Developer and/or subsequent Lot owners fails to provide maintenance and care for the detention/retention pond, as defined in Section 2 above, within thirty (30) days of written notification by the Town, the Town may cause to do so and special assess the cost equally to all platted Lots within the Auburn Estates Subdivision.
4. This Agreement shall be binding on the heirs, personal representatives, successors, and assigns of the parties hereto.

Dated this 17 day of August, 2022.

TOWN OF GRAND CHUTE

BY: 
Jason Van Eperen, Town Chairman

BY: 
Kayla Filen, Town Clerk

Personally came before me this 17 day of August, 2022 the above named Jason Van Eperen and Kayla Fien to me known to be the persons who executed the forgoing instrument and acknowledge the same.


Michelle Korth
Notary Public, State of Wisconsin
My commission expires 12/27/25

Dated this 18 day of August, 2022.

CYPRESS HOMES, INC.

BY: Shannon Meyer
Shannon Meyer, President

Personally came before me this 18th day of August, 2022 the above named Shannon Meyer to me known to be the person who executed the forgoing instrument and acknowledge the same.

Tracy Olyniczak
Notary Public, State of Wisconsin
My commission expires 5/2/2024