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**AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS**
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Document No.

**AMENDED AND RESTATED
DECLARATION OF
RESTRICTIONS - FOR
CRESTVIEW SUBDIVISION**

FIRST STATE BANK, successor in right, title, and interest to BREEZEWOOD PROPERTIES, a Wisconsin partnership of Jeffrey Welhouse and Christine Welhouse as Partners and designated as "Owner" under that certain Declaration of Restrictions-For Crestview Subdivision dated August 1, 2007 and recorded on January 10, 2010 at 2:45 p.m. as Document No. 1863143, now being owner of at least two-thirds of the lots of Crestview Subdivision, hereby modifies said Declaration of Restrictions by making the following Amended and Restated Declaration of Restrictions for Crestview Subdivision affecting the following described real estate in Outagamie County, Wisconsin;

LOTS 1 through 36 and Outlots 1 through 7, CRESTVIEW (PHASE 2), in part of the NW1/4 of the SW1/4 and the SW1/4 of the SW1/4, Section 20, T21N, R16E, Town of Greenville, Outagamie County, Wisconsin.

Return to:
**Robert N. Duimstra
Menn Law Firm, Ltd.
2501 East Enterprise Avenue
Appleton, WI 54913**

Tax Parcel No.

WHEREAS, the purpose of this amended and restated declaration of restrictions is to ensure that the lots in the subdivision are improved and maintained as an attractive residential community; to ensure that certain portions of the lots described herein are restricted and maintained as natural open space; and to ensure that certain outlots are restricted and maintained for natural open space and/ or drainage purposes; and

WHEREAS, this amended and restated declaration of restrictions is intended to secure to each property owner the full benefits and enjoyment of their property with no greater restriction on the development and use of their property than is necessary to secure the same benefits and advantages to other property owners and to establish a homeowners' association for the maintenance and enforcement of open space restrictions for that portion of the lots restricted for open space.

NOW THEREFORE, in consideration of the above, and the mutual covenants, terms and conditions contained herein, FIRST STATE BANK, as the successor Owner and owner of at least two-thirds of the lots of Crestview Subdivision, hereby declares these amended and restated restrictions on the property of the nature and extent set forth below.

PART I. RESTRICTIONS ON USE AND DEVELOPMENT OF LOTS 1 THROUGH 36.

1. **Single Family Residential.** No lot shall be used for any purpose other than as a single family residence.
2. **Building Materials.** No building materials shall be placed or stored on the lot more than thirty (30) days prior to the commencement of construction. At all times during construction, the site shall be maintained in a neat and orderly manner.
3. **Nuisances.** No activity shall be conducted and no equipment or processes shall be used or maintained on the property that creates unusual noise, vibration, glare, fumes, odors or electrical interference that is detectable by normal senses beyond the lot boundary, except in connection with the construction, repair or maintenance of the property.
4. **Animals and Pets.** No livestock or poultry may be kept on any lot. Other animals may be kept provided such animals are bona fide domestic household pets which are under complete control within the confines of the lot, or on a leash, and which do not constitute a nuisance or unreasonable annoyance to other lot owners. Lot owners shall obtain any licenses required by the Town for such pets.
5. **Storage and Equipment.** No vehicles except those licensed and used primarily for general personal transportation on a recurrent basis shall be parked or stored on any lot unless parked or stored within the garage. There shall be no customary parking or storage of any lawn equipment, boat, camper, RV, snowmobile, personal watercraft, fishing shanty, trailer, or other like personal property unless parked or stored within the garage. No camper or trailer shall be used or stored on the lot prior to completion and occupancy of the dwelling. No vehicle parts or salvage materials shall be regularly parked or stored outside on any lot.
6. **Woodpiles.** Outside storage of wood is permissible provided it is split and neatly stacked, does not exceed a maximum of five (5) face cords, and is not stored in the front yard.
7. **Signs.** No signs shall be displayed or exposed to public view except one sign identifying the occupant of the dwelling, not to exceed one square foot in area, and one sign advertising the sale or lease of the premises, not to exceed six square feet in area. The Owner may use signs of any size for advertising the sale of lots for a period not to exceed three (3) years from the date of this document.
8. **Trash.** All trash and waste shall be kept in sanitary containers. No sanitary container shall be placed in front of any dwelling prior to the date before regularly scheduled collection.
9. **Temporary and Accessory Buildings and Structures.** No temporary building, accessory building or accessory structure, including trailers, mobile homes, campers, storage units, and the like, shall be occupied for living purposes at any time.
10. **Dwellings.** All dwellings erected or constructed on a lot shall be subject to and under the jurisdiction of the Wisconsin Uniform One and Two Family Dwelling Code and shall

conform to the specified design parameters and minimum floor areas. The square footage of the main structure above grade, exclusive of basements, open porches, breezeways, and garages, shall be not less than the following:

Lots 1, 2, 3, 4, 21, 22, 23, and 24:

One story:	1,700 square feet
Story and a half:	1,500 square feet of first floor living space and 300 square feet of finished living space on the second floor.
Two story:	2,200 square feet
Split level:	2,400 square feet

Lots 5 through 20 and 35 through 36:

One story:	1,800 square feet
Story and a half:	1,500 square feet of first floor living space and 300 square feet of finished living space on the second floor.
Two story:	2,200 square feet
Split level:	2,400 square feet

The second story living space for Story and a half dwellings can vary, but must be completed at the time of original construction.

11. **Garages.** Every single family dwelling shall have an attached garage of not less than 720 square feet.
12. **Building Design.** All roof pitches shall be 6/12 or greater. All buildings shall have aluminum, steel, vinyl, brick, stone or wood siding. No aluminum, steel or vinyl siding shall be highly reflective. All wood siding shall be sealed, stained or painted. All siding and exterior trim shall be installed within 12 months from the date construction commences. No earth or geodesic homes are permitted. No building shall exceed 35 feet in height. All buildings shall have a minimum of 25% brick or stone on the front exterior façade.
13. **Accessory Buildings.** Not more than one detached accessory building for storage shall be permitted for each residence. Maximum floor area shall be 144 square feet. All accessory buildings shall have exterior materials and colors similar to the dwelling and shall have a concrete floor. No accessory building shall exceed 11 feet in height.
14. **Off-site Buildings.** No building shall be moved onto any lot. Any structure on any lot shall be new construction built in accordance with applicable codes and regulations.
15. **Fences.** Fences may be permitted provided they do not exceed six (6) feet above natural grade. Any solid fence must have an exterior the same as the interior. No fence is permitted in the front yard. No metal fences are allowed except for dog runs, which may not exceed 6' wide by 6' high by 10' long and must be out of public view.

16. **Division of Lots.** No lot shall be subdivided where such division would create a lot or building site smaller than the original lot shown on the recorded plat.
17. **Utilities.** All electrical, telephone, cable and other utilities shall be run underground from the lot line to the building.
18. **Filling and Grading.** No filling or grading shall obstruct drainage swales or drainage ways, or otherwise impede the flow of surface water from other lots. All excess excavated material in connection with lot development shall be made available to any other lot owner in the subdivision in need of fill. The recipient lot owner shall be responsible for hauling and leveling of fill.
19. **Finished Grades.** All finished grades of the lot shall comply with the drainage plan approved and on file with the Town of Greenville.
20. **Open Space Restriction on Lots 16-24, 26-31.** The rear or back 20 feet of Lots 16 through 24 and 26 through 31 shall be preserved and maintained as natural green space. Permitted uses shall be restricted to woodlands, native wildflowers and native grasses. The following uses, structures and activities are prohibited: filling, grading or excavating; construction of any building or structure including fences; the cultivation of crops, fruits or vegetables; the dumping or depositing of ashes, waste, compost or materials of any kind or nature; the storage of vehicles, equipment, materials or personal property of any kind; or the use of motor vehicles of any kind. The Owner or homeowners' association shall have a limited right of access, limited in purpose to inspection and compliance, upon 72 hours prior written notice to the lot owner.
21. **Setback Lines.** Setback lines shall conform to local zoning ordinances and regulations.
22. **Lot Maintenance.** The lot owner is required to perform all necessary maintenance and upkeep of the lot and its easement areas, and must comply with the Town or other local weed control ordinances and any other applicable residential lot regulations. Trash, waste, brush, noxious weeds, and long grass are not permitted.
23. **Completion of Homes.** Construction of each residential building shall be completed prior to occupancy and within twelve (12) months of the start of construction. Lawns shall be completed within one (1) year of occupancy. All driveways shall be installed, with final concrete or blacktop completed, within 1 year of occupancy.
24. **Accessory Structures.** No accessory structures, including swimming pools, swing sets, playground equipment, dog runs, sheds, and the like, shall be permitted forward of the rear exterior line of the main residential structure.
25. **Architectural Review.** No residential buildings or other structures may be constructed on a lot without the prior written approval of Owner's appointed architectural review representative. Such representative shall be charged with the power to approve or deny

proposed plans of residential buildings and other structures in the Crestview Subdivision. Denial or approval of plans and specifications by Owner's appointed architectural review representative may be based on aesthetic or other grounds in such representative's sole discretion. Color schemes that compliment the natural setting of the Crestview Subdivision shall be used. No building permit may be applied for prior to the written approval by such representative of the plans and specifications for the building which is the subject matter of the building permit application. Owner's appointed architectural review representative shall have sole discretion of a lot owner's compliance with the building design, materials, and color scheme requirements under this Declaration. All plans and specifications shall be delivered to:

First State Bank
Attn: Senior Vice President/Senior Credit Officer
113 West North Water Street
New London, WI 54961

Delivery shall be by hand delivery or by certified mail, postage prepaid, return receipt requested. If Owner's appointed architectural review representative fails to approve or deny such plans and specifications within thirty (30) days after they have been so delivered and received, such plans and specifications shall be deemed to have been approved by such representative.

PART II. RESTRICTIONS ON USE AND DEVELOPMENT OF OUTLOTS.

1. Outlots 1, 6 and 7.

- a. Purpose.** Outlots 1, 6 and 7 shall be permanently retained in a scenic natural and open condition for conservation and passive recreational use for the benefit of the owners of Lots 1 through 36.
- b. Permitted Uses.** The following uses and structures are permitted on Outlots 1, 6 and 7: woodland and prairie management and restoration; nature and hiking trails; picnic areas and shelters limited to Outlots 1 and 6; and comfort stations limited to Outlot 6.
- c. Prohibited Uses.** The following uses and structures are prohibited: filling, grading or ditching, except in connection with a permitted use and subject to any required approvals and permits from State, County and Town departments and agencies; hunting or trapping; construction or placement of any building or structure except in connection with a permitted building or structure and subject to approvals and permits from State, County and Town departments and agencies; cultivation of crops, fruits or vegetables; the depositing of any material; the storage of any vehicles, equipment, materials, or personal property; or the use of any motorized vehicle or bike except for repair and maintenance purposes.

2. Outlots 3 and 4.

- a. **Purpose.** Outlots 3 and 4 shall be permanently retained and maintained for drainage purposes.
 - b. **Permitted Uses.** The following uses and structures are permitted on Outlots 3 and 4: drainageways, drainage detention and retention facilities, and open space uses that will not interfere with the use of the outlots for drainage purposes.
 - c. **Prohibited Uses.** The following uses and structures are prohibited on Outlots 3 and 4: filling, grading, ditching or excavating, except for the construction and maintenance of drainage facilities pursuant to an approved drainage plan; hunting, fishing or trapping; buildings or non-drainage structures; the cultivation of crops, fruits or vegetables; the depositing of any material; the storage of vehicles, equipment, materials or personal property; and the use of any motorized vehicle or bike, except for repair and maintenance purposes.
 - d. **Maintenance and Access.** Maintenance and repair of all drainage facilities shall be the responsibility of the Crestview Homeowners' Association. The Town of Greenville shall have an unqualified right to enter upon any drainage easement or Outlots 3 or 4 for inspection, and if necessary, for maintenance or repair on any drainage facilities. The cost of the maintenance and repair shall be equally assessed among all lots in the subdivision. The purchase of any lot constitutes a waiver of objection, and agreement to pay any such assessment which shall be placed on the tax bill as a special assessment.
3. **Outlots 2 and 5.** The Owner shall dedicate Outlots 2 and 5 to the Town or a successor agency or agency. Outlot 2 is limited in use to water supply facilities and uses which will not interfere with water supply facilities. Outlot 5 is limited in use to sewage treatment and disposal and uses which will not interfere with sewage treatment and disposal.

PART III. HOMEOWNERS ASSOCIATION AND ASSESSMENTS.

1. Creation And Organization.

- a. **Creation.** The Owner shall create a Crestview Homeowners' Association as a non profit and non stock corporation. Thereafter, the Owner shall convey fee simple title of Outlots 1,3,4,6 and 7 to the Association unencumbered by any lien.
- b. **Purpose of Association.**
 - 1. To own, improve and maintain the common open space in the outlots of Crestview Plat consistent with Part II of this Declaration.
 - 2. To aid and cooperate with the members of the Association and property owners in the subdivision in the enforcement of these restrictions.

3. To arrange social and recreational functions for its members.

4. To do things necessary to promote the general welfare of the lot owners of Crestview.

- c. **Mandatory Membership.** The Association shall have only one class of members. Every beneficial owner (fee simple ownership as distinguished from a security holder) of Lots 1 through 36 shall be a member. Membership shall terminate on such member's ceasing to be the beneficial owner of a Lot.
- d. **Voting Rights.** Each member in good standing shall be entitled to vote on each matter submitted for a vote to the members. A member shall have one vote for each lot owned. Where two or more owners own a lot, only one vote for such lot shall be allowed and the joint owners shall designate and register with the Secretary of the Association, the name of the owner entitled to cast such single vote.
- e. **Assignment of Rights.** An owner who is a member of the Association may assign his or her membership rights to any tenant residing on the lot. Such assignment shall be effected by filing with the secretary of the Association a written notice of assignment signed by the beneficial owner.
- f. **Annual Meeting.** An annual meeting of the members shall be held in March of each year. The time and place shall be fixed by the Board of Directors.
- g. **Regular and Special Meetings.** In addition to the annual meeting, regular and special meetings may be held at a time and place to be determined by the Board of Directors.
- h. **Notice of Meetings.** Written notice stating the date, time and place of any meeting of members shall be delivered personally or by mail to each member not less than 10 days before the date of such meeting.
- i. **Quorum.** The members holding a majority of the votes that may be cast at any meeting shall constitute a quorum at any meeting.

2. **Board Of Directors.**

- a. **General Powers.** The affairs of the Association shall be managed by the Board of Directors subject to any instructions of the members or subject to the approval of the members as may be expressed by a vote of the members. The Board shall consist of not less than three members of the Association. The Board shall assume management of the Association at the first annual meeting after three-quarters of the lots have been sold by the Owner or within five years of the date of recording of these Restrictions, whichever is earlier. Prior to such time, the Owner shall manage the affairs of the Association.

- b. **Terms and Offices.** The Board of Directors shall be elected by the members at the annual meeting for a term of three years. The Board of Directors shall elect officers consisting of president, secretary and treasurer. The president shall preside at all meetings. The secretary shall keep the minutes of all meetings of the Association and the Board of Directors. The treasurer shall receive and deposit all Association funds.
 - c. **Vacancies.** Vacancies because of death, resignation, disqualification or otherwise may be filled by appointment of the Board until the next annual meeting.
3. **Fees And Assessments.**
- a. **Annual Fees.** All lots, except outlots, shall be subject to a general annual fee in the minimum amount of \$240.00 or as may be determined annually by the Association for the purpose of defraying the cost of improving and maintaining the common open space areas and conducting the affairs of the Association. The rate of the annual fee shall be determined during the annual meeting. Fee increases above 15 percent may be determined and changed only by two-thirds of the members of the Association approving such increase.
 - b. **Payment of Fees.** The annual fee shall be due and payable to the Association on or before January 31st of each year.
 - c. **Special Assessments.** Special assessments may be levied on all lots, except outlots, only by two-thirds of the members of the Association approving such special assessment. Special assessments shall be due and payable on or before the first January 31st following the levy.
 - d. **Default in Payments.** Any fee or special assessment not paid when due shall bear interest at the rate of 12 percent per annum until paid.
 - e. **Liens.** All fees and assessments which are not paid when due shall become and remain a lien on the lot in favor of the Association until paid with interest thereon. The owner of any lot shall be personally liable to pay any fee or assessment. The Association may bring any action against a lot owner for the collection of fees and assessments.
 - f. **Assignment of Fees and Assessments.** In the event any member whose fees and assessments are paid in full, shall, during the year in which such fees and assessments are paid, terminate his or her membership by sale of his or her lot, he or she shall be entitled to assign to the buyer the benefit of the paid fees and assessment.

PART IV. GENERAL PROVISIONS.

1. **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.

2. **Severability.** Invalidation of any one of the provisions of this Declaration by judgment or order of a court of competent jurisdiction shall not affect any other provision which shall remain in full force and effect.
3. **Enforcement.** These restrictions shall run with the land and be binding upon the Owner, their successors and assigns. All future transfers of any lots shall be made subject to the restrictions, obligations and conditions set forth in this Declaration. It is understood that the acceptance of a deed for any lot by any purchaser is to be considered as an agreement to abide by the restrictions, obligations and conditions of this Declaration. The Association or any lot owner 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.
4. **Modification.** Part I of this Declaration can be amended, waived or terminated in whole or part at any time by execution of a written instrument in recordable form by the owners of at least two-thirds of the lots; provided, however, that any modification to the provisions of Part II and Part III shall require the approval of any Town or County plat approval authority. Further, so long as First State Bank as successor Owner, or First State Bank's successor in right, title, and interest to the Crestview Subdivision, owns ten (10) or more lots in the Crestview Subdivision, such successor Owner shall have the right to amend, supplement, waive, or remove at any time and in any manner, by written declaration recorded in the office of the Register of Deeds for Outagamie County, any covenant or restriction contained in this Amended and Restated Declaration of Restrictions for Crestview Subdivision, so long as such an amendment, supplement, waiver, or removal would not interfere with any rights of the Town of Greenville with respect to Crestview Subdivision under any development agreement, operating agreement, road pavement and lien agreement, special assessment agreement, or other applicable agreements, and would not interfere with storm-water management or drainage, wastewater and sewage collection and treatment, water supply and distribution, and other public improvements serving the Crestview Subdivision.
5. **Suitability.** The successor Owner makes no representation or warranty whatsoever, express or implied, regarding the physical condition of any lot in the Crestview Subdivision, including without limitation as to any surface or sub-surface conditions or any other matters.
6. **Effect.** This Amended and Restated Declaration of Restrictions for Crestview Subdivision is intended to supersede and replace and shall hereinafter, upon recording, override that certain Declaration of Restrictions-For Crestview Subdivision dated August 1, 2007 and recorded on January 10, 2010 at 2:45 p.m. as Document No. 1863143 in all respects.

Dated this 7th day of May, 2012.

FIRST STATE BANK

By:

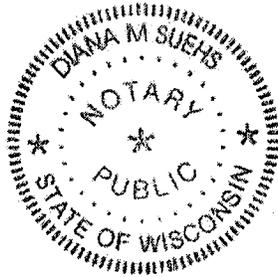
Robert Van Asten, Senior Vice President

STATE OF WISCONSIN }

} ss

WAUPACA COUNTY }

Personally came before me this 7th
day of May, 2012, the above
Robert Van Asten, to me known to be the
person(s) who executed the foregoing
instrument and acknowledged the same.



Diana M Suehs

Notary Public, State of Wisconsin

My commission expires: 2-23-14

This instrument drafted by:

Attorney Robert N. Duimstra
Menn Law Firm, Ltd.,
2501 East Enterprise Avenue
Appleton, WI 54913