

Restrictive Covenants

Document Number

Document Title

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1782495

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 OUTAGAMIE COUNTY  
 JANICE FLENZ  
 REGISTER OF DEEDS

Fee Amount: \$39.00



Recording Area

Name and Return Address

Claymann Creek LLC  
 17 Park Place  
 Appleton WI 54911

39.00

(15)

ENVELOPE

Parcel Identification Number (PIN)

Grandview Terrace Plat  
 Town of Ellington  
 Outagamie County, WI

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m).  
 WRDA HB Rev. 1/9/2004

**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**  
**FOR GRANDVIEW TERRACE**

THIS DECLARATION is made as of this 30<sup>th</sup> day of January, 2008, by Claymann Creek, LLC, a Wisconsin Limited Liability Company (herein the "Developer"),

**RECITALS**

A) The Developer is the owner of certain real property, located in the Town of Ellington, Outagamie County, Wisconsin, more specifically described on Exhibit A, as attached hereto (herein "Property").

B) Developer intends to develop the Property as a residential subdivision. Development will be done in phases. No assurance is given regarding whether or not all of the acreage will be developed or the time at which various phases of development will be completed to a condition ready for sale, except to the limited extent of assurances given by Declarant to Town in a separate Developer's Agreement as a contractual obligation to the Town.

C) Each platted lot of Grandview Terrace plat is referred to herein as "Lot." The term "Lot" shall also apply to lots in future phases of development established in subsequent plats.

**DECLARATION**

NOW, THEREFORE, Developer hereby declares that the Property (except for dedicated streets and utilities and dedicated green space which may be owned by the Association or any other related entity or the applicable Municipality) shall be owned, used, held, leased, transferred, sold and conveyed subject to the covenants, conditions, restrictions, reservations, and easements herein set forth, which shall inure to the benefit of and shall pass with each Lot as covenants running with the Property, and shall apply to and bind all owners, tenants, occupants, users, and successors in interest.

**ARTICLE I**

1.01 **General Purpose:** The purpose of these covenants is to insure the use of the Property for attractive residences, to enhance and maintain the value of each Lot, thereby maintaining the desired tone of the development and to secure to each Lot owners the full benefits and enjoyment of his Home, and to protect the natural beauty and proper use of Lots, improvements, Outlots, green space, and open areas. An additional purpose of these covenants is to create mandatory membership of every owner of a Lot in Grandview Terrace plat in the

Association, and for owners of specified Lot numbers in the Well Association. It is not presently contemplated that a Well Association will be necessary or established for the Property constituting the Grandview Terrace plat to which these covenants apply. It is contemplated that the Well Association will be necessary and established in a subsequent phase of development included in a second plat, which is not part of the Property attached as Exhibit A.

1.02 **Mandatory Membership in the Association:** Every person(s) and/or entity taking title to a Lot agrees that by taking such title that person or entity automatically becomes a member in the Association for the duration of time that said person or entity continues to own a Lot. The Association membership will include the owners of Lots in the Grandview Terrace plat Property and also the owners of Lots in one or more additional plats of adjacent property, created by the Developer, recorded subsequent to the Grandview Terrace plat.

1.03 **Mandatory Membership in the Well Association:** The Property attached on Exhibit A and the owners of the Lots of the Grandview Terrace plat are not subject to a Well Association.

1.04 **Definitions:**

**Association:** The "Association" is a Wisconsin non-profit corporation named "Grandview Terrace Covenants, Outlot, and Detention Pond Association, Inc." which owns, manages, and maintains Outlots and Detention Ponds in the Grandview Terrace plat, makes and collects assessments against Lot owners, and pays expenses associated therewith, and furthermore enforces recorded Covenants, Restrictions, and Conditions applicable to Grandview Terrace plat, all as more further described in greater detail under Article 5.04 of this Agreement, and in the Articles and By-Laws of this Corporation, copies of which can be obtained from the Developer upon request. The Association will have the same responsibility for one or more additional plats of adjacent property, created by the Developer, recorded subsequent to the Grandview Terrace plat.

**Detention Ponds:** The term "Detention Ponds" refers to those ponds constructed by the Developer on one or more Outlots to comply with storm water management requirements of the Town and/or County and the recommendations of the Developer's engineers, now existing or as modified or constructed in the future. These "Detention Ponds" shall not be enhanced or filled using water from wells.

**Home:** The term "Home" means the house, garage, and all associated real estate improvements on a Lot.

**Lot/Lots:** The term "Lot" or "Lots" refers to any one or more platted lots in the recorded plat of Grandview Terrace subdivision on file with the Register of Deeds for Outagamie County.

**Outlots:** The term "Outlots" refers to those parcels referred to as "Outlot" on the recorded plat of Grandview Terrace subdivision with the Register of Deeds for Outagamie County consisting of a total of 8 Outlots consecutively numbered 1 through 8 on the Grandview Terrace plat.

**Subdivision:** The term "Subdivision" may sometimes be used herein to refer to the Property contained within the recorded Grandview Terrace plat.

**Well(s):** The term "Well(s)" refers to any one or more underground wells and related pumps, piping, and all related operational apparatus which are used or may be used for the benefit of those Lots requiring mandatory membership in the Wells Association.

**1.5 Temporary Structures/Vehicles and Equipment:**

A) The Developer reserves the right to construct, maintain, and use temporary buildings, structures, vehicles, and equipment on the Property in connection with the construction, sale and administration of Lots and improvements.

B) 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 residential Home shall be occupied. This includes campers/travel trailers, with the exception of contractor's trailers for which placement shall be restricted to the period of time during a Home's construction.

**1.06 Single Family Use And General Restrictions:**

A) Only one Home may be constructed on each Lot and no garage, tent or other improvement (except for the Home) shall be used for temporary or permanent living or sleeping for family or guests.

B) Each Lot shall be used for residential purposes. Business activities may be conducted in or from any Home if confined solely to unobtrusive transactions not visible on the exterior of the Home to the general public. No small business that draws traffic or customer or vendor visits can be operated from this subdivision. (Examples: beauty salons, hair care, gift shops, craft shops, ceramic, car, truck, small engine, or auto body shops, etc.)

C) Each Lot and all front, side and rear yards shall be maintained by the Lot owners so as to be neat in appearance when viewed from any street or other Lot and, if not properly maintained, the Developer or Association may perform yard maintenance and charge the costs thereof to the Lot owners and levy and collect an assessment against the Lot and its owners(s) with respect thereto, which assessment shall become a maintenance lien on the Lot, pursuant to §779.70 Wisconsin Statutes.

D) Assessments imposed for maintaining, improving, policing, or preserving Lots and/or Outlots subject to these Covenants may be imposed pursuant to the annual budget adopted by the members or Board of Directors of the Association pursuant to the By-Laws applicable, and further pursuant to the procedures and time limits set forth in §779.70 Wisconsin Statutes. All owners taking title to any Lot in Grandview Terrace Plat is deemed to have a common right of usage and enjoyment in the Outlots and any Detention Ponds constructed in such Outlots. All

owners taking title to any Lot in Grandview Terrace plat is deemed to have assumed and agreed to pay the costs of the Outlots, Detention Ponds in which such owners have common rights of usage and enjoyment.

E) For purposes of imposing maintenance liens under §779.70 Wisconsin Statutes, the Board of Directors of the Association, may levy assessments in accordance with either the annual budget established by the members at the members' annual meeting, or pursuant to special assessments approved at a special meeting in accordance with the By-Laws.

F) No Lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. All Lots and their owners shall operate their Property in accordance with state and local statutes, codes, and ordinances.

G) No loud noises, offensive odors, smoke, or other emissions constituting an unreasonable annoyance to the owners or occupants of any other Lot, shall be produced from any Home or Lot nor shall any activity be permitted or engaged in which constitutes a public or private nuisance. Outdoor wood burners/boilers shall not be allowed.

H) No public or private nuisance shall be created, allowed to exist, or otherwise maintained on any Lot.

I) Rules and regulations in addition to these Covenants may be established by the Developer, subject to approval by majority vote of the Town of Ellington Board, and shall be binding on the Home, Lots, owners, occupants, and guests of and at the Property.

**1.07 Restrictions on Use of Recreational Vehicles:**

A) Recreational vehicles (which shall include snowmobiles, ice shanties, boats or other watercraft, trail bikes, travel trailers, horse trailers, and vans, motor Homes and dune buggies, and other off-street motorized vehicles of any kind) shall not be parked, kept or stored on any Lot outside an enclosed garage, except for temporary storage for loading and unloading purposes for a period of not more than 48 hours. Such recreational vehicles shall also not be used on or operated on any Lot or otherwise within the subdivision, except on dedicated streets in accordance with applicable traffic laws.

B) Developer and Association may operate any vehicle, including those that may be classified as recreational vehicles, for maintenance and supervision of Outlots, and Detention Ponds.

C) No buses, semi-tractors, semi-trucks, or semi-cabs may be stored or parked over night in this subdivision.

D) All unlicensed vehicles must be parked inside a garage or legal out-building.

E) No operating go-carts, mini-bikes or dirt-bikes in any Lot or Outlot.

1.08 **Pets/Animals:** No livestock, including but not limited to such animals and birds as horses, cows, pigs, sheep, burros, cattle, chickens, geese, goats, donkeys, llamas, ostriches, or ponies can be kept in any Lot or Outlot. This includes any derivative or offspring of the above.

1.09 **Environmental Areas:** No removal of vegetation, altering of natural terrain or construction of improvements shall occur within any wetlands, flood plains or environmental area, unless approved by the Association Board of Directors in advance in writing. All other activities therein shall be in compliance with all applicable laws and ordinances.

## **ARTICLE II**

2.01 **Detention Ponds:** There shall be no fishing, swimming or wading within or any floating or other navigation upon any Detention Ponds located within or adjacent to the Grandview Terrace plat. Exceptions may be made by the Association Board of Directors for necessary maintenance. Furthermore, no Detention Pond may be artificially filled by a well, private, Association owned or otherwise to maintain a water level.

2.02 **Mobile Homes:** No mobile Homes or double-wide Homes will be allowed.

2.03 **Used Buildings:** No used buildings shall be moved onto the Property.

2.04 **Construction of Improvements; Minimum Living Areas; Garages; and Height Requirements:**

A) Each House shall have a minimum living area (exclusive of basement, garage, bonus room over garage, attic, porches, patios and storage areas):

1. Of not less than 1,600 square feet for a one-story House;
2. Of not less than 1,850 square feet for a one and one-half story House;
3. Of not less than 2,050 square feet for a two-story House.

B) No House or garage shall exceed three stories (excluding the basement) or 40 feet in height above finished grade, whichever is less.

C) The roofs shall be pitched to rise at least four inches vertically for each twelve horizontal inches.

D) An attached enclosed garage with a minimum width of 22 feet shall be constructed at the time of construction of the Home. Maximum width of garage shall be 38 feet unless Developer grants an exception in writing prior to construction.

E) All fences need advance approval in writing by the Developer or the Association Board of Directors.

F) Only one outbuilding in addition to the Home with attached garage is permitted on each Lot. On Lots having 65,000 square feet or less, maximum size shall be 620 square feet. On Lots over 65,000 square feet and, Lot 31 size notwithstanding, maximum size shall be 820 square feet. Any outbuildings shall be a single story structure and match the Home with roof pitch, siding and color. Sidewall height cannot exceed 14 feet. Outbuildings must be set back a minimum of 20 feet from all Property lines. The location of the outbuilding must be approved in writing by Declarant.

G) No outbuilding or garage can be built on a Lot before the main house structure is under construction, and such outbuildings and garages may not be utilized until the house is completed and ready for occupancy.

H) All buildings shall be completed within one year of the issuance of the building permit.

I) All building plans must be approved in writing by Declarant.

J) Hunting, trapping, or the use of firearms, including but not limited to hand guns, rifles, shotguns, BB guns, pellet guns, paint ball guns, slingshots and bows and arrows, are not permitted on the Property.

2.05 Division of Lots: No one Lot shall be re-subdivided and not more than one residence shall be placed, erected, or constructed upon any Lot. Two Lots may be combined to form one Lot.

2.06 Culverts: Any necessary culverts are at the Lot owners' expense and will follow Town of Ellington guidelines.

2.07 Excess Fill: Developer reserves the right to direct the disposition of any excess excavation material which is to be removed from any Lot, at the owners' expense. However, such disposition if directed by Developer shall be within Grandview Terrace. If Developer does not require specific disposition of any excess fill, the Lot owners shall be responsible for locating a site for such disposition, outside of Grandview Terrace, and pay all costs associated therewith.

2.08 Suitability:

A) Developer makes no representation or warranty whatsoever, express or implied, regarding the physical condition, at ground level or below ground level, of any Lot. Developer recommends that prospective buyers have their Lot inspected and tested by a qualified professional regarding subsurface conditions or any other matter which may be of concern.

B) Developer discloses that a portion of certain Lots may contain wetlands, floodplains, environmental areas or other sensitive areas subject to laws and regulations further restricting use.

## 2.09 Location and Set-Back:

A) All structures or improvements including eaves, steps, overhangs and attached porches, patios and other appurtenances shall be located in conformance with applicable zoning and building codes. Each corner Lot shall be determined by the Developer to have one rear line, one side lot line, one front lot line and a side street based on the proposed orientation of the Home and other improvements.

B) Each Lot owner acknowledges and agrees that notwithstanding the reviews and approvals made or required under this Declaration, each Lot owner has the responsibility for selecting and hiring its own architect or other design professional, construction contractor, subcontractors, material suppliers, inspection professionals and parties associated with the design and construction of the applicable Home, and the Developer has no responsibility whatsoever for such parties or for the quality or suitability of any design, materials, workmanship or foundation location, it being understood that the function of the Developer pursuant to the reviews and approvals required hereunder is solely to attempt to ensure compliance with the covenants and restrictions in this Declaration.

C) All swing sets, playground equipment and swimming or wading pools shall be placed in rear yard, which is behind the foundation line of the Home most distant from the street right-of-way from which driveway access to the Lot is established.

## 2.10 Landscaping, Grading, Elevation and Drainage:

A) Front and side yards shall be planted in grass within six months after occupancy.

B) Driveways shall be blacktopped or concreted within six (6) months of occupancy. No improvement shall be constructed as to encroach into the Road Right of Way unless prior approval is granted by Town of Ellington Board. Any failure to obtain Town Board approval may result in the Town of Ellington removing said improvement at the Lot owner's expense.

C) All grading and excavation activities shall be conducted in conformance with the applicable ordinances and regulations of the applicable municipality as well as the then most current version of the Wisconsin Construction Site Handbook, published by the Wisconsin Department of Commerce and DNR Best Practices. Except as may be expressly approved in writing by the Developer prior to the commencement of any work, there shall be no grading, excavation, cut or fill or other alterations to the surface of any portion of the Lot (together "Surface Alterations"). All Surface Alterations shall be conducted in conformance with the master grading plan for Subdivision (on file with the Town or the Developer's engineer). No Surface Alterations shall be conducted in a manner which causes erosion or instability of soils within an adjacent Lot or alters the patterns of storm and surface water drainage in a manner which has a material adverse effect on another Lot. The owners proposing the work shall have the burden of demonstrating conformance with the foregoing. No consent shall be deemed given hereunder except in reference to a detailed grading plan specifically disclosing all aspects of the work for which approval is requested.

D) All provisions of this Declaration, Rules, and Regulations adopted pursuant hereto with regard to drainage, outlots, and/or easements used for drainage purposes remain subject to the provision of the Town of Ellington Subdivision Ordinance which shall supercede and preempt any conflicting or inconsistent provisions. All grading and excavating and all building elevations shall strictly comply with the approved stormwater drainage plan on file with the Outagamie County Planning and Zoning Department. The following uses and structures are prohibited within drainage easements and outlots with drainage facilities: filling, grading and excavating except for the construction and maintenance of the drainage facilities; the cultivation of crops, fruits or vegetables; the dumping or depositing of ashes, waste, compost or materials of any kind; the storage of vehicle, equipment, materials or personal property of any kind; and constructing, erecting or moving any building or structure, including fences, within the easement or outlots. This provision may not be altered, amended or deleted without the written consent of the Town of Ellington by approval based upon majority vote of the Town Board.

### ARTICLE III

3.01 **Reservations by Developer or Right to Grant Easements:** Developer hereby reserves the right to grant, convey or establish easements to any applicable municipality and/or to any public or private utility company upon, over, through or across those portions of any Lot in the Subdivision within a reasonable distance from any Lot line for purposes of allowing the provision of gas, electric, water, easements for access to outlots and maintenance, sewer, cable television or other service to any Lot(s) or through any portions of the Subdivision or for purposes of facilitating drainage of storm or surface water within or through the Subdivision. Such easements may be granted by the Developer, in its own name and without the consent or approval of any Lot owners, until such time as Developer has conveyed legal title to all Lots platted or to be platted in the Subdivision.

3.02 **Severance:** The invalidity or unenforceability of any terms, conditions or provisions of this Declaration shall in no way affect the validity or enforceability of any other term, condition or provision of this Declaration, all of which shall remain in full force and effect.

3.03 **Covenants Run With Property:** All Covenants, Conditions and Restrictions of this Declaration (and as may be amended) shall constitute covenants running with the Property.

3.04 **Amendments/Variances/Additions:** This Declaration may be amended only by recording in the office of the Register of Deeds for Outagamie County, Wisconsin, a document to that effect signed by the owners of at least 67% of all Lots in the Subdivision and their mortgagees, with all signatures duly notarized. Notwithstanding the foregoing, Developer shall have the absolute and unqualified right, without consent from any party, except for majority vote by the Ellington Town Board, so long as Developer may own any Lot in the Subdivision, at any time and from time to time, to amend this Declaration, grant variances hereto that do not violate the general intent and purposes of this Declaration, and/or to cause additional land which is or may become owned by the Developer, to become subject to this Declaration. Upon recording

any amendment adding land to this Declaration, any residential lots contained therein shall be deemed a part of the Lots within the Subdivision for all purposes contained herein.

3.05 **Term of Declaration:** This Declaration (and any amendments) shall be binding for a period of 20 years (from the date the Declaration is recorded) upon all Lots and present and future owners of Lots. Upon the expiration date of such initial 20 year period, this Declaration shall be automatically renewed for a successive period of 10 years and thereafter for successive periods of 10 years upon the expiration date of the prior renewal period, unless there is recorded an instrument (executed by the owners of at least 75% of all Lots in the Subdivision and their mortgagees) terminating this Declaration, in which event this Declaration shall terminate upon the recording of such instrument of termination. This Declaration shall continue in force for the longer of the initial 20 years term or the date upon which the Declaration is terminated in accordance with the procedures in this paragraph.

3.06 **Disclaimer:** Notwithstanding any other provision(s) of this Declaration, Developer is under no obligation to any Lot owners to develop or plat at any time, any additional land other than that included in the Grandview Terrace plat, and to the extent required under the Developer's Agreement between Developer and the Town of Ellington recorded with the Register of Deeds in Outagamie County.

3.07 **Enforcement:**

A) Upon the violation of any one or more of any provisions of this Declaration, the Developer or the Association shall have the sole and exclusive right to proceed at law or in equity against the person or persons violating or attempting to violate the covenants, conditions and restrictions and shall be entitled to both equitable and legal relief, including reasonable attorney's fees. Any failure of such enforcement shall not be deemed a waiver of the right to do so or the acquiescence of any violation, subsequent or otherwise.

B) The Developer and the Association 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 and the Association in the enforcement of the provisions of the Declaration with respect to such Lot, and the cost of consultants and actual attorney's fees, and whether or not litigation is commenced with respect thereto. Any assessments not paid when due shall bear interest at 12% annum until paid in full, and such unpaid assessment, together with the interest thereon, shall constitute a continuing lien against the real estate for which the assessment was made. Said lien may be foreclosed in the same manner as real estate mortgages under Wisconsin law, provided that such liens shall be subordinate to any purchase money or construction mortgage. The assessment and interest thereon shall further be the personal obligation of the applicable Lot owners.

C) Any violation of Article 2.04 1) of this Declaration, shall in addition to any other remedy allowed herein, entitle the Developer to repurchase the Lot at the price paid to the Developer by the original purchaser who purchased said Lot from the Developer. Upon written notice of intent to purchase, the then owner shall convey title upon tender of the purchase price free and clear of liens and encumbrances to the Developer.

D) Each remedy set forth in this Declaration shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Developer to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances unless a written waiver is obtained from the Developer.

3.08 **No Liability:** All decisions of the Developer or the Association Board or its assigns on any matter shall be enforceable against any Lot owners if made in good faith exercises of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this Declaration. Any Lot owners or other person seeking to avoid, set aside or challenge any such decision of the Developer or the Association Board shall have the burden of proof to establish that such standards were not met at the time the decision was made.

#### ARTICLE IV

4.01 **Waiver of Immunity:** In furtherance and not in limitation of any of the terms of this Declaration, the Developer intends that this Declaration shall be and remain at all times until expiration hereof, fully enforceable against all Lots and any person, entity, trust, organization, government unit or sovereign nation which may become a Lot owner. Accordingly, any such person, entity, trust, organization, government unit or sovereign nation which becomes a Lot owner, whether by virtue of conveyance, operation of the law or otherwise, shall be conclusively deemed to have waived any and all defenses to and immunity from enforcement of this Declaration based upon the legal or ethnic status of such Lot owner, including without limitation sovereign immunity, this Declaration serving as full and adequate public notice of said waiver. Said waiver shall apply to the terms, covenants, conditions, restrictions and encumbrances established in easements or encumbrances expressly permitted hereunder, including without limitation (1) the liens for assessment under Article 3.09(B), (2) the easements under Section 3.03 and (3) the right of repurchase under Article 3.09(C). Notwithstanding the above, if the Town of Ellington purchases any Lots for municipal purposes (e.g. Park, Fire Station or School), then Town Ordinances in conflict with the provisions of this Section shall supercede this Section.

4.02 **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 or approved in writing by the Developer. This Declaration shall be interpreted and construed in accordance with the law of the State of Wisconsin.

## ARTICLE V

### 5.01 Purpose, Powers and Authority of Association and Well(s) Association:

Concurrently with the execution of this Declaration, the Developer has created both the Association and the Wells Association as non-stock Wisconsin corporations. These Associations shall have the following powers in addition to those available under Wisconsin law for non-profit corporations for carrying out the purposes of each of said Corporations in accordance with the following purposes as set forth in the Articles and By-Laws of said Corporations:

A) Association: This Corporation is organized to be operated exclusively for non-profit purposes, including ownership, management, improvement, policing, protecting, paying taxes and special assessments, to aid and cooperate with the members of the Association and Property owners of Lots in the Grandview Terrace plat in the enforcement of recorded Covenants, Conditions, and Restrictions, to do things necessary to promote the general welfare of the Lot owners of the Subdivision, and generally maintaining Outlots, to assess and collect funds from members to pay Association expenses, taxes, special assessments, to impose maintenance liens when necessary pursuant to §779.70 Wisconsin Statutes and to enforce the Articles and By-Laws of the Association, all with regard to Outlots 1 through 13 of Grandview Terrace plat and Detention Ponds located on said Outlots, and also with regard to other matters set forth in the recorded Covenants, Conditions, and Restrictions, for Grandview Terrace plat, Town of Ellington, Outagamie County, Wisconsin. The Association will have the same responsibility for one or more additional plats of adjacent property, created by the Developer, recorded subsequent to the Grandview Terrace plat.

B) Wells Association: This Corporation is organized and shall be operated exclusively as a non-profit corporation for ownership, management, maintenance, and replacement of one or more common wells for provision of fresh water to 50 lots in a future plat, created by Developer, adjacent to Grandview Terrace plat, Town of Ellington, Outagamie County, Wisconsin, and for assessing members, collection of assessments, imposing liens under §779.70 Wis. Stats., and paying all expenses associated with the purpose of this Corporation. No part of the net earnings of this Corporation shall inure to the benefit of any private shareholder, individual or member. No part of the net earnings of this Corporation shall inure to the benefit of any private shareholder, individual or member.

## ARTICLE VI

6.01 Association Lots/Easements: All Lots and their owners, which are subject to and members of the Association are entitled to use the Outlots and one or more Detention Ponds. No buildings structures may be constructed on Outlots excepting only equipment and apparatus reasonable or necessary for maintenance and operation of the Detention Ponds and or the Well(s), which shall be the sole and exclusive right and responsibility of the Association or Wells Association, as applicable All Association Lots are granted easements to drain surface water over, across, or under other lots and/or roads and ditches in Grandview Terrace Plat to the extent the Developer's approved drainage plan has designed surface water flow from any such Lot to one or more Detention Ponds on Outlots in Grandview Terrace plat. Each Lot and its

owners are subject to the purposes of the Association. No Lot or owner is allowed to place, store, or use any form of tangible personal property, vehicles, equipment, structures, or devices on any Outlot. The right and responsibility to use or place any such personal property on Outlots is reserved exclusively to the Association.

6.02 **Well(s) Lots/Easements:** All Lots and their owners which are subject to and members of the Wells Association are entitled to install lines and hook up to one or more mains or laterals as are necessary to provide fresh water from the Well(s) to the affected Lot. All Well(s) Lots are granted easements for underground water lines for purposes of installation, maintenance, and repair for access and use to and usage of the Well(s) to benefit each affected Lot subject to the Wells Association for single-family residential water usages. Each Lot and its owners are subject to the purposes of the Wells Association.

6.03 **Conservation Buffer:** The owners of Lots identified in this paragraph are required to mow and maintain a five-foot Conservation Buffer. The Conservation Buffer shall border and be adjacent to the area of each affected Lot either containing or bounded by wetlands as such have been delineated by public officials under wetlands laws and regulations. The Conservation Buffer constitutes a strip of land five feet in width equidistant from the wetlands delineation line for the entire length of the wetlands on or bordering each affected Lot. Grass, weeds, and vegetation shall be kept mowed to a height at or below six inches from ground level at all times. The purpose of this buffer is to clearly identify the boundary line between delineated wetlands and non-wetlands on a permanent basis so that the wetlands are not encroached upon or damaged in any way that is contrary to State or Local ordinance, and also that the Property owner will not engage in prohibited activities in the delineated wetlands area. The Lots subject to and affected by this paragraph include Lots #2 through #6 and Lot #12.

6.04 **Wetlands Reporting:** Association members shall report infractions of Section 6.03, above, to the Association. The Association shall report infractions to proper authorities if corrective action is not taken.

6.05 **Street Dedication.** The Developer reserves the right to dedicate the portion of Outlot 8 for public right-of-way purposes to create a cul de sac in the event that state or local governmental bodies require closure, or relocation, of the current street access entry to State Highway 76 as shown on the plat. Any compensation received for such dedication shall first be used to pay cost, expenses, and fees associated with the design, closure, and installation of such street modifications and remaining proceeds, if any, shall be turned over to Grandview Terrace Covenants, Outlots, and Detention Pond Association, Inc.

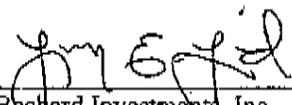
6.06 **Maintenance of Drainage Easements.** Each Lot owner is responsible to mow and maintain the drainage easement area on that owner's respective Lot as shown on the plat. Maintenance requires mowing and keeping the easement area free of all natural and man-made vegetation and/or obstructions that may impede the flow of surface water.

6.07 **Town Approvals.** Any future modification to these Covenants requiring an amendment to the plat, or in conflict with Town Ordinances, or involving further subdivision or reconfiguration of Lots, Outlots, or streets in the plat, shall require approval by majority vote of the Town of Ellington Board of Supervisors.

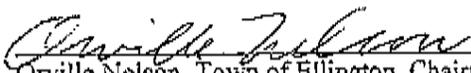
6.08 Town Pond Ordinance. No lot in Grandview Terrace less than 50,000 square feet in size shall have a pond. Any lots greater than 50,000 square feet in size may have a pond so long as the pond is constructed to comply with Town of Ellington Ordinances including the required Town permitting process.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions is executed by the Developer as of the date first written above.

CLAYMANN CREEK, LLC

BY:   
Bechar Investments, Inc., Authorized Member  
Larry E. Lind, Vice President

APPROVED AS TO FORM AND CONTENT:

  
Orville Nelson, Town of Ellington, Chairman

Drafted by: Attorney Chuck Koehler

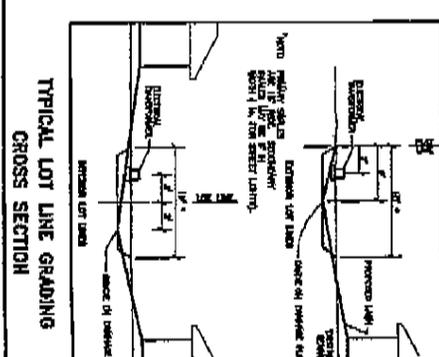
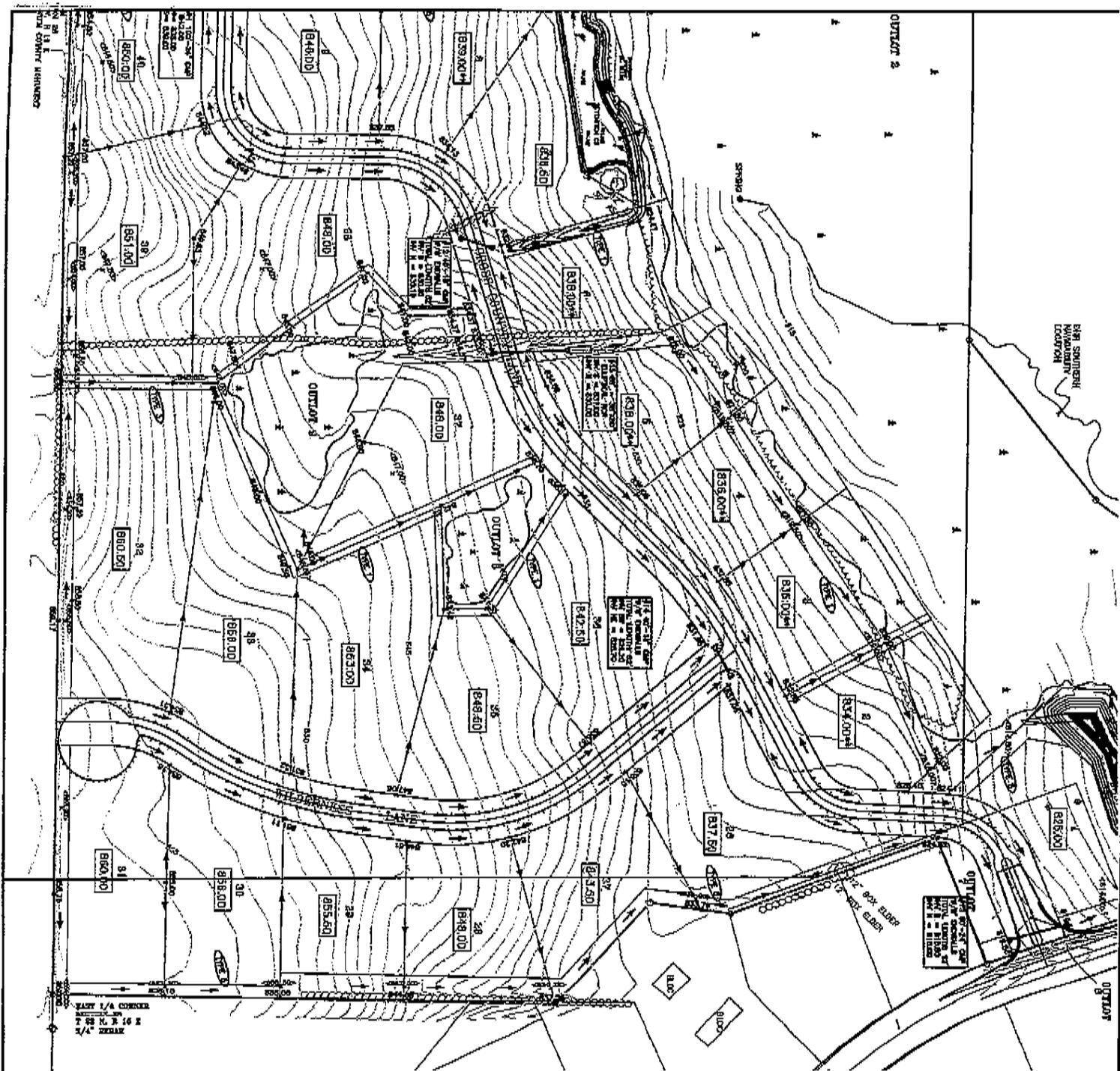
**EXHIBIT A**  
**Description of Real Property**  
**Grandview Terrace**

**LEGAL DESCRIPTION:**

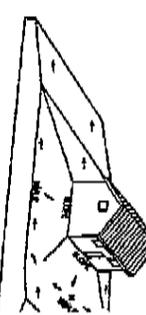
A) All of Lots 1-40 as described in the Grandview Terrace Plat, located in the Town of Ellington, County of Outagamie, State of Wisconsin, as recorded in the Outagamie County Register of Deeds.

B) All of Outlots 1-8 as described in the Grandview Terrace Plat located in the Town of Ellington, County of Outagamie, State of Wisconsin, as recorded in the Outagamie County Register of Deeds.

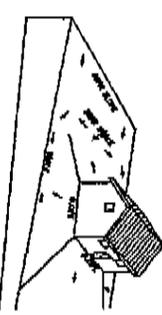




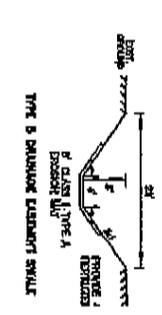
**MANHOLES**  
 ALL MANHOLES TO BE LOCATED 60'-0" EAST OF PROPOSED 20' TYP. DRIVEWAY. SEE PLAN FOR EXACT LOCATION.  
 ALL MANHOLES TO BE 18" DIA. WITH 12" DIA. RINGS.  
 ALL MANHOLES TO BE 10' DEEP WITH 12" DIA. RINGS.



**Detail for Type "A" Drainage**  
 All drainage is directed to the front of the



**Detail for Type "B" Drainage**  
 All drainage is directed to the front of the



**Detail for Type "A" Drainage**  
 All drainage is directed to the front of the



**Detail for Type "B" Drainage**  
 All drainage is directed to the front of the