

**DECLARATION OF RESTRICTIVE
COVENANTS
FOR FOREST VIEW ESTATES**

a Subdivision Located in the Town of Grand Chute, Outagamie County, Wisconsin.

ART Acquisitions, LLC ("ART"), the owner of Lots 1 through 96 and Outlot(s) 5 through 20 in Forest View Estates, a subdivision located in the Town of Grand Chute, Outagamie County, Wisconsin, makes the following declaration as to limitations, restrictions, and uses to which the lots in Forest View Estates (the "Subdivision") may be put. These declarations shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and persons claiming under them, for the benefit of, and limitations on, all future owners and persons claiming under them.

RESTRICTIONS ON USE, STRUCTURES AND SITE DEVELOPMENT FOR LOTS 3 THROUGH 96

- 1) **Purpose.** These covenants are set forth to ensure the use of the property within the Subdivision for residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to assure 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.

- 2) **Land Use and Building Type.** 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 and restricted as follows:
 - a) All dwellings shall not have less than a three-car garage attached unless approved by ART or Assignee.

 - b) All of the dwelling and garage which fronts on any street shall be finished with a minimum of "natural exterior" consisting of, but not limited to, brick, stone, or other masonry. Lots 3 through 68 shall be finished with a minimum of 25% natural exterior and Lots 69 through 96 shall be finished with a minimum of 50% natural exterior except by approved variance by ART or assignee for certain styles of homes, such as "Salt Box", ect .

 - c) All dwellings shall have a roof pitch of not less than 6/12 and be constructed with a 30 year architectural shingle or better quality.

 - d) One single-story storage shed/garage shall be allowed per lot with dwelling. No Lot is allowed to have only a storage shed/garage without an occupied dwelling already constructed. Plans and specifications for such storage shed shall be submitted to ART for written approval prior to commencement of construction. Any shed shall be located to the rear of the dwelling on said lot, shall have a maximum storage area not to exceed 200 square feet, and shall be constructed in a style and of materials that are similar to those used in the construction of the dwelling located on said lot.

e) To promote harmonious curbside décor throughout the subdivision, it is recommended that mailboxes be constructed of similar building materials as the dwelling and/or surrounding mailboxes.

3) **Architectural Control.** As long as ART owns any lot in the Subdivision, no dwelling, structure, or fence may be erected on any lot in this Subdivision until the plans and specifications have been submitted to and approved by ART. All plans and specifications shall be delivered to:

ART Acquisitions, LLC
4891 W. Corsican Pine Dr.
Appleton, WI 54913

If ART fails to approve or disapprove such plans and/or specifications within 30 days after they have been received, said plans and specifications shall be deemed to have been approved.

4) **Setback Lines.** Setback lines shall conform to local zoning regulations and the recorded Plat of the Subdivision.

5) **Minimum Floor Area and Design.** All structures to be erected in the Subdivision shall be of pleasing external design and shall conform with all established setback lines, and any dwelling which fails to conform to the specified minimum areas shall not be permitted on any lot. The square footage of the main structure, exclusive of open porches, breezeways and garages shall be not less than:

LOT # 3-68

One story above grade	1600 sq. ft.
Story and a half above grade	1800 sq. ft.
Two story above grade	2000 sq. ft.
Total finished area for split level	2000 sq. ft.

LOT # 69-96

One story above grade	2200 sq. ft.
Story and a half above grade	2600 sq. ft.
Two story above grade	3000 sq. ft.
Total finished area for split level	3000 sq. ft.

6) **Basement.** All homes shall have either basements or standard four-foot footing walls.

7) **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 plan for the Subdivision prepared by the land surveying firm of Martenson and Eisele, Inc., of Menasha, Wisconsin, the cost of which setting shall be borne by the lot owner.

- 8) **Drainage**. No lot owner shall block, dam or otherwise obstruct the flow of surface water drainage so as to cause such water to backup 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 Subdivision drainage plan.
- 9) **Vacant Lot Maintenance**. The lot owner is required to perform all necessary maintenance/upkeep of the lot and right-of-way areas. No trash, waste, brush, weeds or long grass is permitted.
- 10) **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, to ART's reasonable satisfaction, in a neat and orderly manner. All trash and waste shall be kept in sanitary containers. Outdoor burning of construction debris is prohibited. 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.
- 11) **Fill**. ART reserves the right to direct the disposition of any fill, including excess excavation fill which is to be removed from any lot, at the lot owner's expense. However, such disposition as directed by ART shall be within a one-mile radius of the lot from which it is being removed. If ART does not require specific disposition of any excess fill, the lot owner shall be responsible to locate a site for such disposition and pay all costs associated therewith.
- 12) **Completion of Home**. Construction of all residential buildings shall be completed prior to occupancy and within twelve (12) months of the start of construction. Lawns shall be completed within twelve (12) months of occupancy. No rock, sand, or "desert" landscaping in place of grass is permitted.
- 13) **Driveways**. All dwellings shall, within one (1) year of completion of permanent street paving, install a paved concrete driveway of stable and permanent construction at least sixteen (16) feet in width and extending from the edge of the finished roadway surface to the vehicular entrance of the garage.
- 14) **Utility Services**. All utility services including, but not limited to, electrical, phone, gas, and cable must be underground to and from buildings.
- 15) **Used Buildings**. No used buildings shall be moved onto any lot.
- 16) **Accessory Structures**. No accessory structure, including but not limited to storage sheds, swimming pools, swing sets, dog runs, etc. shall be permitted forward of the rear line of the residential structure. All accessory structures must have prior approval of ART or assignee. Substantial

accessory structures, such as storage sheds, shall match the roof slope and exterior finish of the residential structure.

- 17) **Temporary Structures, Outbuildings or Trailers.** No structures of a temporary nature, such as trailers, mobile homes, campers, tents, shacks, barns or similar structures shall be permitted on any lot either temporarily or permanently. No structure other than a completed residence shall be occupied.
- 18) **Personal Property Storage.** Outside storage of recreational vehicles, snowmobiles, boats, trailers, minibikes, fishing shanties, etc., shall not be allowed.
- 19) **Signs and Antennae.** No sign or antenna including outside earth stations (satellite dishes) shall be displayed or exposed to the public view except as follows: One sign of not more than six (6) square feet in area advertising the property for sale, or by a builder to advertise the property during the construction and sales period, except that ART, as developer, may utilize signs of any size for advertising properties in said Subdivision for sale.
- 20) **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.
- 21) **Commercial Businesses.** Except as may be permitted by local zoning regulations and as authorized in writing by ART, no commercial business shall be allowed to be conducted at any time from any lot or combination of lots within the Subdivision.
- 22) **Trash.** All trash and waste shall be kept in sanitary containers. No sanitary container is to be put in front of any dwelling sooner than the day before regularly scheduled pick-up.
- 23) **Nuisances.** No noxious or offensive activity shall be carried on 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.
- 24) **Zoning, Health, and Other Laws and Regulations.** All zoning, health and other laws, ordinances and regulations promulgated by any governmental unit having jurisdiction over the Subdivision and which pertain to said Subdivision shall be strictly observed and complied with.
- 25) **Pools.** No above ground swimming pool shall be allowed in the Plat.
- 26) **Berm/Fence.** In the event ART constructs a berm and/or fence in the Subdivision along selected lots, neither current nor subsequent owners of these lots shall alter such berm or the plantings on it, or any fence that may be erected upon it, or elsewhere in the Subdivision. No chain link or bare wire

fence will be allowed on any lot. All other fencing requires written approval by developer or assignee and must comply with Town of Grand Chute ordinances.

- 27) **Trees.** No trees planted or transplanted within the Subdivision by ART shall be moved, trimmed, cut down or otherwise disturbed without the prior written consent of ART so long as ART still owns any lot in the Subdivision. It shall be the responsibility of each lot owner to remove and replace any dead or diseased tree on his or her lot within one season after such tree dies or becomes diseased. The lot owner is also responsible for replacement of any trees damaged by owner or owner's contractor during the construction of a home on the owner's lot.
- 28) **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.
- 29) **Storage Tanks.** No above ground or underground storage tanks shall be permitted upon any lot.
- 30) **Hunting/Firearms.** No hunting or discharging of any firearm shall be allowed within the Subdivision.
- 31) **Subdivision of Lots.** No lot may be subdivided into a smaller lot except for Lot(s) 1 and 2. Nothing, however, shall prohibit three lots from being combined into two lots in conformity with any applicable Certified Survey Map requirements. If three lots are combined into two lots by a Certified Survey Map, each such resulting lot shall be considered as one lot for purposes of compliance with these covenants.
- 32) **Outlot Conveyance Restrictions.** All Outlots (except for 1, 2, 3, and 4) are appurtenant to, shall be deeded with, and not sold separately from the corresponding lot number. As such:
 - Outlot 5 must be conveyed with Lot 44 in any future conveyance.
 - Outlot 6 must be conveyed with Lot 45 in any future conveyance.
 - Outlot 7 must be conveyed with Lot 46 in any future conveyance.
 - Outlot 8 must be conveyed with Lot 47 in any future conveyance.
 - Outlot 9 must be conveyed with Lot 48 in any future conveyance.
 - Outlot 10 must be conveyed with Lot 49 in any future conveyance.
 - Outlot 11 must be conveyed with Lot 69 in any future conveyance.
 - Outlot 12 must be conveyed with Lot 70 in any future conveyance.
 - Outlot 13 must be conveyed with Lot 71 in any future conveyance.
 - Outlot 14 must be conveyed with Lot 72 in any future conveyance.
 - Outlot 15 must be conveyed with Lot 73 in any future conveyance.
 - Outlot 16 must be conveyed with Lot 74 in any future conveyance.
 - Outlot 17 must be conveyed with Lot 75 in any future conveyance.
 - Outlot 18 must be conveyed with Lot 76 in any future conveyance.
 - Outlot 19 must be conveyed with Lot 77 in any future conveyance.
 - Outlot 20 must be conveyed with Lot 78 in any future conveyance.

Wetland Protective Area: PURPOSE- It is the purpose of this wetland protective area to preserve, protect, maintain, and enhance the natural habitat, wetland protection, conservation, and open space values for the benefit of future generations and prevent any use of the property that may significantly impair or interfere with these purposes. This wetland protective area confines the use of the property to activities consistent with conservation purposes and in conformance with Town of Grand Chute codes and ordinances. Owners of Outlots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20 accept such conservation and development restrictions to conserve these values for present and future generations.

RESTRICTED AND PROHIBITED USES: The following covenants run with, and bind in perpetuity, all property within the wetland protective area:

- a. The property shall be left in a natural state.
- b. No structures or buildings will be allowed, except for road and utility crossings.
- c. No alteration or change of the topography by means of filling, grading or other activities will be allowed, except for that which is permitted by the Wisconsin Department of Natural Resources in order to enhance wildlife habitat.
- d. The dumping or other disposal of refuse, debris or non-compostable waste within the wetland protective area is strictly prohibited.

COSTS AND LIABILITIES: Owners of Outlots 5 - 20 assume all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of all property within the wetland protective area.

33) **Property Owners Association.** ART or the agreement of at least seventy-five percent (75%) of the lots in the Subdivision can form a Property Owners Association if a need for one is determined. Every lot owner to which these covenants apply shall be a member of Forest View Estates Owners Association, Inc. (the "Association") and shall participate in the operation of the Association in accordance with the Bylaws of the Association. So long as ART owns at least one lot in the subdivision, ART shall have the right to appoint the majority of the members on the Board of Directors of the Association. The Board of Directors of the Association, is empowered under the Bylaws of the Association, to fix and collect assessments to provide for the operation, care, maintenance and upkeep of all areas for which the Association is responsible. In its exercise of authority under said Bylaws, the Board of Directors has the power and duty to collect interest on overdue assessments and to suspend voting rights of an Association member during any period in which such member is in default in the payment of said assessment, in addition, any unpaid assessments may become a lien against the member's property within the subdivision. The Board of Directors may vary the amount of the annual assessment by not more than fifteen percent (15%) from the immediately preceding year without membership approval, and by more than fifteen percent (15%) only when so authorized by a majority vote of the Association.

34) **Storm Water Detention Facilities.** Outlots 1,2,3,and 4 will be owned and maintained by the Forest View Estates Home Owners Association Inc. or the Town of Grand Chute. 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. No fishing is permitted on storm water detention facilities located in 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. Brush piles, fish cribs, stones, rocks, gravel, or trees shall not be deposited into any drainage way or storm water detention facility. No fish or other aquatic animals shall be released into the drainage ways or storm water detention facilities and anyone releasing unauthorized fish or other aquatic animals into the drainage ways or storm water detention facilities shall be charged removal costs. The feeding or releasing of ducks or geese within the Subdivision shall be prohibited. No cars, trucks, snowmobiles or other motorized vehicles, cross country skis, snowshoes, ice skates or other devices are allowed on the drainage ways or storm water detention facilities during the winter or at any other time. ART shall not be liable for costs, expenses, damages or injury incurred by those lot owners or their guests or invitees who violate these restrictions. Lot owners are solely responsible for abiding by all covenants and restrictions and will bear any costs, or damages or restitution necessary because of the actions of their children, guests, or invitees. The Town of Grand Chute shall have the unqualified right to enter upon any drainage easement for inspection, maintenance or repair of drainage ways and storm water facilities. The Town of Grand Chute retains the right to special assess the cost of care and maintenance of all drainage ways and associated storm water facilities within the Plat. The payments of said care and maintenance costs shall be assessed equally to all platted lots within the Forest View Estates Subdivision.

35) **Enforcement.**

- a) Upon the violation of any one or all of the provisions of this Declaration, ART , the Subdivision, 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) ART or the Subdivision, 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 ART or the Subdivision, 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. ART or the Subdivision 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 ART or the Subdivision in the enforcement of this Declaration, provided, that (I) said assessment shall be equally allocated

to all platted lots in the Subdivision, including those owned by ART, 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) Any assessments not paid when due shall bear interest at a rate established 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 is 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 for construction mortgage. The assessment and interest thereon shall further be the personal obligation of the applicable lot owner.

36) **Disturbance of Survey Stakes.** No pole, pedestal, buried cable or other object shall be placed so as to disturb any survey stake or to obstruct any vision along any lot lines or street. Any disturbance of a survey stake is a violation of Section 236.32 of the Wisconsin Statutes.

37) **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force a defect.

38) **Amendment.** This Declaration may be modified, clarified, changed and/or amended at any time and in any manner by written declaration setting forth such modification, change, clarification and/or amendment, which has been executed by the owners of at least seventy-five percent (75%) of the lots in the Subdivision, in such form as to allow it to be recorded in the relevant County Register's Office; provided, however, that such modification, change, clarification and/or amendment shall require the written approval of ART, so long as ART owns any lot(s) in the Subdivision. Further, so long as ART owns any property in the Subdivision, ART, by itself alone, shall be entitled to modify, clarify, change, amend and/or terminate the covenants, conditions and restrictions.

39) **Term.** These conditions, restrictions, and requirements are covenants running with the land.

40) **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.