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COPY

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR PROVIDENCE TRAILS

OUTAGAMIE COUNTY
RECEIVED FOR RECORD

FEB 18 2004

AT 9:30
O'CLOCK A.M. P.M.
JANICE FLENZ
REGISTER OF DEEDS

Affecting All of Lots 180-220, Providence Trails Phase VI

This declaration is made this 13th day of February, 2004, by French Road Properties II, LLC, a Wisconsin limited liability company, hereinafter called the "Developer".

WITNESSETH:

Whereas the Developer is the owner of all of Lots 180 through 220, inclusive, of Providence Trails Phase VI, hereinafter called "Subdivision" and desires to file for record and to subject each Subdivision lot to conditions, covenants and restrictions for the benefit of the Subdivision as a whole and for the benefit of each owner of a Subdivision lot; and

Whereas the Developer has previously recorded a "Declaration of Conditions, Covenants and Restrictions for Providence Trails" relating to all of Lots 1-26; Providence Trails Phase I (recorded October 21, 1998, Document No. 1295436); a "Declaration of Conditions, Covenants and Restrictions" relating to all of Lots 27-65, Providence Trails Phase II (recorded June 3, 1999, Document No. 1328770); a "Declaration of Conditions, Covenants and Restrictions" relating to all of Lots 66-102, Providence Trails Phase III (recorded June 27, 2000, Document No. 1371409); a "Declaration of Conditions, Covenants and Restrictions" relating to all of Lots 103-150, Providence Trails Phase IV (recorded May 15, 2001, Document No. 1407226); and a "Declaration of Conditions, Covenants and Restrictions" relating to all of Lots 151-179, Providence Trails Phase V (recorded May 29, 2003, Document No. 1546868).

Whereas the Developer wishes to include the additional lots of this contiguous Phase VI in the computation of all Ownership percentages required by these covenants;

Now, therefore, the Developer declares that the following conditions, covenants and restrictions are intended to be covenants running with the land, burdening and benefiting the lots and owners and owners' successors and assigns.

- PURPOSE.** The purpose of these covenants is to ensure that the property will become and remain an attractive residential community through proper land planning, maintenance of open space, use of quality materials and prevention of haphazard improvements. This declaration is intended to secure to each site owner the full benefit and enjoyment of their property with no greater restriction on the free and undisturbed use thereof than is necessary to ensure the same advantages to the other site owners.
- LAND USE.** No lot, except with prior written approval of Developer, whether alone or in combination with one or more other lots in this Subdivision, shall be used except for ~~single-family residential purposes. All zoning, health and other laws, ordinances and regulations promulgated by governmental agencies having jurisdiction over the Subdivision shall be strictly observed and complied with.~~ 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.
- BUILDING STANDARDS.** The square footage of the main structure, exclusive of open porches, breezeways and garages shall be not less than:

<u>Dwelling Type</u>	<u>Minimum Size</u>
One story above grade	1,500 square feet
Story and a half above grade	1,700 square feet
Two story above grade	2,000 square feet
Total finished area for split levels	1,800 square feet

Recording Area

Name and Return Address
Atty. Richard J. Knight
14 Tri Park Way, Bldg. 2
Appleton, WI 54914

pd
1700

Part of 31-1-7200

Parcel Identification Number (PIN)

In addition to the square footage requirements, the following standards shall apply:

- a. Garages. All dwellings, except with prior written approval of the Developer, shall have not less than a two-car garage attached thereto and no greater than a four-car garage. There shall be no detached garages. All recreational vehicles, snowmobiles, boats, trailers, mini-bikes, motorcycles, fish shanties, unlicensed vehicles, construction equipment, etc., are to be kept stored inside garages.
- b. Roof Pitch. All dwellings shall have a roof pitch of not less than 7/12 on the main roof line.
- c. Basements. All homes shall have either basements or standard four-foot footing walls and crawl space.
- d. Used Buildings, Temporary Structures, Outbuildings or Trailers. No used buildings shall be moved on to any lot. Except as may be authorized by Developer, no structures of a temporary nature, nor trailers, 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.
- e. Fences. All fences shall be constructed of rough sawn red cedar and shall not exceed eight (8) feet in height. Additionally, all fences shall be a board-on-board design with dog-eared tops and shall remain unpainted, natural red cedar. No chain link fences shall be permitted. Plans for fences must be submitted to the Providence Trails Architectural Review Committee for review and approval. Said plan shall include (i) a dimensioned layout of the proposed fence, (ii) the proposed height of the fence, (iii) the proposed style of fence, (iv) the proposed species and grade of lumber to be used, and (v) the name and phone number of the contractor who will be constructing the fence. The lot owner agrees to maintain the fence both in terms of the fence's functional and aesthetic qualities.
- f. Setbacks. Setback lines shall conform to local zoning regulations except that Developer, in promoting overall harmony, does hereby establish the following requirement in addition to said local regulations: Even-numbered lots shall have a 30 foot front yard setback line and odd-numbered lots shall maintain a 20 foot.
- g. Swimming Pools. There shall be no above-ground swimming pools. All permanent swimming pools shall provide a perimeter fence and meet all applicable public regulations.
- h. Antennas. Satellite dishes less than 20" in diameter, mounted on the principal residence structure and not visible from the street shall be permitted. All other TV antennas must be contained within the home and not mounted on the roof, unless otherwise provided by law.
- i. Driveways. All owners shall, within one year of occupancy, install a paved driveway of stable and permanent construction extending from the garage to the lot line. Until such time that the street is permanently paved, the owner will be required to maintain a temporary asphalt apron.
- j. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet in area advertising the property as being for sale. The Developer may utilize signs of any size and quantity for advertising properties in said Subdivision for sale.
- k. Easements. Easements for the installation and maintenance of utilities, drainage facilities, and signs are reserved within the dedicated roadways and drainage ways and as otherwise shown on the recorded plat.

4. ARCHITECTURAL CONTROL. As long as Developer owns any lot in the Subdivision, no dwelling or other house or structure, fence, or additions may be erected on any lot in this Subdivision until the plans and specifications have been submitted to and approved by Developer. For purposes of these covenants, structure shall be defined as any item for which a building permit is required from the City of Appleton prior to construction or installation. Any subsequent remodeling or renovation shall comply with the design standards set forth herein. Plans shall consist of at least four building elevations and floor plan, to scale, showing dimensions, architectural or design features and materials to be used. In addition, a dimensional plot plan shall be submitted showing the footprint of any improvements and its applicable setbacks. All plans and specifications shall be delivered to the Architectural Control Committee as designated by Developer and shall remain on permanent file by Developer. If the Architectural Control Committee fails to approve or disapprove such plans and/or specifications within 30 days after same have been received by it, said plans and specifications shall be deemed to have been approved.

5. GRADES AND DRAINAGE. No structure, lawn, or culvert shall be constructed or installed until proper grades for each have been set in accordance with the approved drainage plan for Providence Trails by a licensed land surveying firm in the State of Wisconsin, the cost of which shall be borne by the lot owner. 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 is responsible for establishing the final grade, lawn and landscaping within one year of occupancy in strict compliance with the approved Subdivision drainage plan.

6. FILL. The Developer reserves the right to direct the disposition of any fill, including excess excavation material which is to be removed from any lot, at the lot owner's expense. However, such disposition if directed by Developer shall (a) be within a one-mile radius of the lot, (b) be placed in designated areas specified by Developer, and (c) be leveled at lot owner's cost. If Developer does not require specific disposition of any excess fill, the lot owner shall be responsible to locate a site outside the Providence Trails project for such disposition and pay all costs associated therewith.

7. MAINTENANCE OF SITE PRIOR TO AND DURING CONSTRUCTION. The lot owner is required to perform all necessary maintenance and upkeep of the lot prior to construction, including keeping the lot free of trash, waste, brush, weeds, and long grass. At all times during construction, the site shall be maintained to Developer's reasonable satisfaction in a neat and orderly manner. Construction debris shall be contained at all times in some manner as will prevent such material from blowing onto neighboring properties and/or streets.

8. TRASH. Trash and waste shall be kept in sanitary containers. No sanitary container shall be placed in the front of any dwelling prior to the day before regularly scheduled collection, except as may be authorized by city ordinance.

9. ANIMALS. No animals, except customary household pets, shall be kept, bred, or raised on any lot in this Subdivision. Pets shall not be allowed to roam either freely or on a leash upon other owners' properties. Pet noises shall be curtailed to avoid unreasonable annoyance to neighboring property owners. Each owner shall be responsible for the timely disposition of all animal waste on the property, including other lots as well as the public trail.

10. BERM/FENCE/SIGNAGE. In the event Developer constructs a berm, fence, and/or Subdivision identification signage along or upon selected lots in the Subdivision, neither current nor subsequent owners of these lots shall alter such berm, the plantings on it, or any fence or signage that may be erected upon it, or elsewhere in the Subdivision. All owners of these lots shall maintain the landscaping, portion of the fence and/or signage on their lot to the reasonable satisfaction of Developer, so long as Developer shall own any lot in this Subdivision.

11. TREES. Within one year of occupancy, each lot owner is required to plant two trees no smaller than two inches in diameter in the front yard. No trees planted or transplanted within the Subdivision by Developer shall be moved, cut down or otherwise disturbed without written consent of Developer. 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. All replacement trees shall be of like kind, size and quality as the replaced tree.

To facilitate compliance with this paragraph without placing an undue burden for enforcement upon the Homeowner's Association, other owners or the Developer, each party who acquires title to a lot from the Developer shall pay \$500 to the Developer at closing as a tree planting deposit. The Developer shall hold these deposits in a tree planting escrow account. When the lot owner (or his/her successor in title) has planted two trees in accord with the above paragraph, the lot owner may request return of the \$500 deposit and, upon verification of compliance, the Developer will promptly return said deposit. If a lot owner fails to comply with the tree planting requirement within fifteen (15) months after issuance of a building permit for construction of a dwelling on the lot, the Developer may purchase and plant two trees no smaller than two inches in diameter in the front yard of the lot and shall refund to the lot owner any portion of the \$500 deposit which remains after deducting the cost of the trees and installation. If the cost exceeds \$500, then the Homeowner's Association shall pay the excess cost to the Developer and assess the lot owner for that amount.

The \$500 deposit shall be paid only one time, at the time of initial transfer of the lot from the Developer. The Developer shall hold the deposit, subject to the terms of the preceding paragraph, regardless of further conveyances of the lot at issue. The party entitled to a refund or assessed the additional cost, as the case may be, shall be the owner of the lot at the time of compliance or non-compliance, regardless of whether said owner was the original purchaser.

The Developer may delegate its obligations hereunder and/or transfer the deposits it holds to the Homeowner's Association.

12. HOMEOWNER'S ASSOCIATION AND ASSESSMENTS. The Developer shall create a "Providence Trails Homeowner's Association", as an unincorporated association, a non profit, non stock corporation, or other appropriate legal entity. Every person or entity who is a record owner of a fee or undivided fee interest in any lot of Providence Trails, including Phases not yet developed, shall be a member of the Association. The Association shall be governed by a Board of Directors as set forth in the by-laws of the Association, provided, however, that until such time that three-fourths of the lots in all of Providence Trails have been sold to third parties, the Developer shall control the Association. All lots shall be subject to an annual assessment to provide for the operation, care and maintenance of areas and improvements for which the Association is responsible and to perform those duties for which the Association is responsible. At such time that Developer owns no lots in Providence Trails, including Phases not yet developed, or at

