

**DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, ASSESSMENTS AND ASSESSMENT
LIENS FOR
POND VIEW ESTATES, IN THE CITY OF APPLETON,
OUTAGAMIE COUNTY, WISCONSIN**

In Re: Lots 1 through 13 inclusive and Outlot 1, Plat of Pond View Estates as recorded in Cabinet M of Plats, at pages 37-38, as Document No. 2069051, in the City of Appleton, Outagamie County, Wisconsin.

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SARAH R VAN CAMP
REGISTER OF DEEDS**

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42

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31-1-6501-54	31-1-6501-55	31-1-6501-56
31-1-6501-57	31-1-6501-58	31-1-6501-59
31-1-6501-60	31-1-6501-61	31-1-6501-62
31-1-6501-63	31-1-6501-64	

DECLARATION

POND VIEW ESTATES

Table of Contents

1.	DEFINITIONS.....	2
2.	GOALS.....	5
3.	THE PROPERTY.....	6
3.1.	PROPERTY SUBJECT.....	6
3.2.	ADDITIONAL PROPERTY.....	6
4.	THE ASSOCIATION.....	6
4.1.	PURPOSES.....	6
4.2.	MEMBERSHIP.....	7
4.3.	POWERS; AUTHORITY; DUTIES.....	8
4.4.	OTHER AGREEMENTS.....	8
4.5.	RULES AND REGULATIONS.....	8
4.6.	IMPLIED RIGHTS.....	9
4.7.	MANAGING AGENT.....	9
4.8.	INSURANCE.....	9
4.9.	CONDEMNATION.....	11
4.10.	BOOKS; RECORDS.....	11
5.	THE COMMON ELEMENTS.....	12
5.1.	COMMON ELEMENTS; DEFINITION.....	12
5.2.	VESTING OF INTERESTS.....	12
5.3.	DISPOSITION OF MORTGAGING OF COMMON ELEMENTS OWNED BY THE ASSOCIATION.....	12
5.4.	DESIGN REVIEW.....	13
6.	ASSESSMENTS.....	13
6.1.	TYPES OF ASSESSMENTS.....	13
6.2.	OPERATING ASSESSMENTS.....	13
6.3.	SPECIAL ASSESSMENTS.....	15
6.4.	INDIVIDUAL LOT ASSESSMENTS.....	15
6.5.	REMEDIES.....	16
7.	USE OF FUNDS.....	18
7.1.	APPLICATION OF ASSESSMENTS.....	18
7.2.	AUTHORITY TO BORROW FUNDS.....	18
7.3.	AUTHORITY TO MAINTAIN A SURPLUS.....	18
7.4.	AUTHORITY TO ENTER INTO CONTRACTS.....	19
8.	MAINTENANCE.....	19
8.1.	MAINTENANCE BY ASSOCIATION.....	19
8.2.	MAINTENANCE BY OWNER.....	20
8.3.	RIGHT OF ASSOCIATION TO REPAIR LOT AND HOME STRUCTURE.....	21
8.4.	DAMAGE TO COMMON ELEMENTS BY OWNER OR OCCUPANT.....	21
9.	ARCHITECTURAL STANDARDS.....	21
9.1.	DESIGN REVIEW COMMITTEE.....	21
9.2.	MODIFICATIONS.....	22
9.3.	VARIANCES.....	22
9.4.	IMPROVEMENTS BY OR THROUGH DECLARANT.....	22
9.5.	LIABILITY RELATING TO APPROVALS.....	23
10.	USE RESTRICTIONS.....	23
10.1.	USE OF LOTS.....	23
10.2.	MINIMUM SQUARE FOOTAGES.....	24
10.3.	USE OF COMMON ELEMENTS.....	24
10.4.	HAZARDOUS ACTIONS OR MATERIALS.....	24
10.5.	SIGNS.....	24
10.6.	ANIMALS.....	25
10.7.	NUISANCES.....	25

10.8.	BUSINESSES.	25
10.9.	STORAGE.	26
10.10.	HOTEL/TRANSIENT USES AND RENTAL/LEASING REQUIREMENTS AND LIMITATIONS.	26
10.11.	VEHICLES.	27
10.12.	TRASH.	28
10.13.	ANTENNAE, SATELLITE DISHES AND SURVEILLANCE EQUIPMENT.	28
10.14.	UTILITY LINES.	28
10.15.	TANKS.	28
10.16.	MAILBOX.	29
10.17.	FENCING.	29
10.18.	SWIMMING POOLS/LOCATION OF HOT TUBS OR SPAS.	29
10.19.	COMPLIANCE WITH ZONING.	29
11.	ADDITIONAL PROHIBITED IMPROVEMENTS.	29
12.	EASEMENTS AND LICENSES.	30
12.1.	RIGHT OF ENTRY FOR REPAIR.	30
12.2.	EASEMENT FOR UTILITIES AND OTHER PURPOSES.	30
12.3.	EASEMENT FOR SERVICES.	30
12.4.	GENERAL.	31
13.	UTILITY SERVICES.	31
14.	MISCELLANEOUS.	31
14.1.	TERM.	31
14.2.	ENFORCEMENT.	31
14.3.	AMENDMENTS.	32
14.4.	DECLARANT’S RIGHTS TO COMPLETE DEVELOPMENT.	33
14.5.	MORTGAGE RIGHTS.	33
14.6.	INDEMNIFICATION.	34
14.7.	MUTUALITY.	34
14.8.	SEVERABILITY.	34
14.9.	ENFORCEMENT; WAIVER.	35
14.10.	NOTICES.	35
14.11.	EXHIBITS.	35
14.12.	CONSTRUCTION.	35
14.13.	CAPTIONS.	35

**DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS,
ASSESSMENTS AND ASSESSMENT LIENS FOR
POND VIEW ESTATES, IN THE CITY OF APPLETON,
OUTAGAMIE COUNTY, WISCONSIN**

This Declaration of Covenants, Restrictions, Easements, Assessments and Assessment Liens (hereinafter “**Declaration**”) is made as of this 10th day of January, 2017, by Apple Tree – Appleton Three, LLC, a Wisconsin limited liability company, (“**Declarant**”) for the sole purpose of submitting and subjecting its property, as hereinafter described, to the provisions of this Declaration.

Background

1. Declarant is the owner in fee simple of the following real estate:

Lots 1 through 13 inclusive (hereinafter “**Lot**” or “**Lots**”), and Outlot 1 (hereinafter “**Outlot**”), Plat of Pond View Estates as recorded in Cabinet M of Plats, at pages 37-38, as Document No. 2069051, in the City of Appleton, Outagamie County, Wisconsin.

2. The property described in Paragraph 1 of this Background Section is collectively referred to herein as the “**Subject Property.**”

3. The Subject Property is being developed and built as a residential subdivision of single-family homes, Outlot for wetland open space and easement areas for community identification signage, landscaping buffer and storm water drainage facilities, as hereinafter set forth, all to be known as Pond View Estates (hereinafter “**Community**”).

4. Declarant desires hereby to restrict the use and occupancy of the Subject Property and provide for the preservation of the values of and amenities in the Community for the benefit of the present and future Lot owners and the Improvements constructed on them.

5. Declarant hereby declares that all of the Subject Property shall be encumbered with the following covenants, restrictions, easements and conditions which shall run with the land and be binding on all parties having any right, title or interest in the Subject Property, or any part thereof, their respective heirs, successors and assigns, including the Declarant and its successors and assigns, the future owners of individual Lots (hereinafter “**Lot Owner**” or “**Lot Owners**) and the Pond View Estates Homeowners Association, Inc. as the owner of the Outlot and the Association as hereinafter set forth.

6. Declarant deems it desirable for the accomplishment of these objectives to create an association of Lot Owners to which is delegated and assigned the exclusive right and obligation to administer and enforce the provisions hereof (except as specifically reserved to the Declarant or as permitted to a Lot Owner or Lot Owners), to own and/or maintain certain property, to have easement rights with respect to certain property, to administer such property, and to collect and disburse funds necessary to accomplish these objectives. Accordingly, Declarant has caused to be incorporated a homeowners’ association

(hereinafter the “**Association**”) as a nonprofit corporation under and pursuant to the laws of the State of Wisconsin, whose members are and will be all of the Lot Owners in the Community (hereinafter “Member” or “Members”).

**COVENANTS, EASEMENTS, RESTRICTIONS,
ASSESSMENTS AND ASSESSMENT LIENS**

NOW THEREFORE, Declarant, with respect to the property described in Paragraph 1 of the Background Section of this Declaration, hereby declares that all of the Subject Property shall be held, sold, conveyed, and occupied subject to the following covenants, restrictions and easements, which are for the purpose of protecting the values and desirability of, and which shall run with the title to, each part of the Subject Property and Community, and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, each Lot Owner, the Association, and their respective personal representatives, heirs, successors and assigns as specifically provided for herein.

1. DEFINITIONS.

The following terms used in this Declaration shall have these meanings, unless context requires otherwise:

- a. “**Additional Property**” – Property that, either in full or in part, may in the future be added to and subjected to the plan for the Community as provided in this Declaration, to wit: the following described property in the City of Appleton, Outagamie County, Wisconsin: Lots 3 and 4, Plat of Apple Creek Center.
- b. “**Articles**” and “**Articles of Incorporation**” – The Articles, as filed with the Department of Financial Institutions in the State of Wisconsin, incorporating Homeowners Association, Inc. (the “**Association**”) as a non-stock corporation under the provisions of Chapter 181 of the Wisconsin Statutes of the Revised Code of Wisconsin
- c. “**Assessments**” – The charges levied by the Association on individual Lot and their Lot Owner or Lot Owners, consisting of Operating Assessments, Special Assessments, and Individual Lot Assessments.
- d. “**Association**” – The association of all of the Lot Owners in the Community, at any time, except owners of Exempt Property with respect to that property. The Association is incorporated as a Wisconsin non-stock corporation named “Pond View Estates Homeowners Association, Inc.”
- e) “**Board**” – those persons, who as a group, serve as the Board of Directors of the Association.

- f) **“Bylaws”** – The Bylaws of the Association created under and pursuant to the provisions of Chapter 181, Wisconsin Statutes, providing certain operating rules and procedures for the Association.
- g) **“Common Elements”** – All real and personal property now or hereafter acquired by the Association, or benefited by easement to the Association, pursuant to the provisions hereof, or otherwise, for the common use and the enjoyment of the Lot Owners, or for the operation of the Association. The Common Elements include Outlot 1, the Storm Water Easement and facilities located on and under the Lots as depicted on Exhibit I, and the Sign Easement area located on Lot 1 and Landscaping Easement area located on Lot 13 as depicted on Exhibit II. The Common Elements shall include personal property used for the maintenance of the Common Elements and the operation of the Association.
- h) **“Common Expense”** – Costs and expenses incurred by the Association in fulfilling its functions pursuant to the provisions of the Association’s Governing Documents.
- i) **“Community”** or **“Pond View Estates”** – All property that at any time has been subjected to the provisions of this Declaration (which includes all of the Subject Property), including the Common Elements, and any subsequent additions thereto.
- j) **“Declarant”** – Apple Tree – Appleton Three, LLC and any successor or assignee to which it specifically assigns any of its rights and which assumes its obligations hereunder by a written instrument recorded in the office of the Outagamie County Register of Deeds.
- k) **“Declaration”** – This instrument, by which the Subject Property is hereby submitted to the provisions hereof and any amendments thereto as recorded in the office of the Outagamie County Register of Deeds.
- l) **“Design Review Committee”** – The person(s) having the power and authority to establish and enforce architectural standards governing the construction of Improvements in the Community.
- m) **“Exempt Property”** – The portion of the real property comprising the Community now or hereafter owned by the Association.
- n) **“Governing Documents”** – This Declaration, the Association’s Articles of Incorporation, Bylaws, and Rules and all amendments thereto, architectural standards as may be adopted from time to time by the Design Review Committee, and all amendments thereto, applicable building and zoning laws and ordinances, and any recorded plats.
- o) **“Home”** – That portion of improvements on a Lot used primarily as a dwelling unit, including attached garage.

- p) **“Improvements”** – All single-family homes, buildings, outbuildings, sheds, garages and other structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; hot tubs and spas; changing of colors or materials; exterior ornamentations; exterior lighting; slope and drainage alterations; roads, driveways, uncovered parking areas and other such areas; fences, mailboxes, trellises, walls, retaining walls, exterior stairs, decks, patios and porches and walkways; planted trees, hedges, shrubs and other forms of landscaping; and all other structures or improvements of every type.
- q) **“Individual Lot Assessment”** – An Assessment that the Board may levy upon a Lot and its Owners to reimburse the Association for costs incurred solely on behalf of that Lot, or the Owners thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner of that Lot; interest on delinquent Assessments, and costs of collection of delinquent obligations to the Association, including attorneys’ fees and court costs, and all other charges reasonably determined to be chargeable solely to a Lot and its Owners.
- r) **“Lot”** – A separate parcel of real property now or hereafter identified as a Lot in the Plat of “Pond View Estates, or any portion thereof, or recorded re-subdivision or consolidation thereof, and any other separate parcel of real property designated as a Lot by Declarant.
- s) **“Managing Agent”** – The person or entity retained by the Board to assist in the management of the Association.
- t) **“Member”** – Any person or entity meeting the requirement for membership in the Association.
- u) **“Occupant”** – A person residing in a Home on a Lot, regardless of whether that person is an Owner.
- v) **“Operating Assessment”** – An Assessment that the Board may levy from time to time upon all Lots, other than Exempt Property, and their Owners, pursuant to the terms of this Declaration, to provide funds to pay Common Expenses, that is, funds needed to meet cash requirements of the Association for its operations and reasonable reserves.
- w) **“Owner”** and **“Lot Owner”** – The record Owner, whether one or more Persons, of fee simple title to a Lot, excluding sellers under recorded land installment contracts, but including the purchasers thereof, and excluding all others having an interest merely as security for performance of an obligation.

- x) **“Outlot”** – A separate parcel of real property now or hereafter identified as an Outlot in the Plat of Pond View Estates, or any portion thereof.
- y) **“Person”** – A natural individual, trustee, corporation, partnership, limited liability Company, or other legal entity capable of holding title to real property.
- z) **“Rules”** – The rules and regulations governing use of property in the Community as may be established by the Board from time to time; and the architectural standards as may be adopted by the Design Review Committee from time to time.
- aa) **“Special Assessment”** – An Assessment that the Board may levy upon all Lots, except Exempt Property, to pay for unanticipated operating deficiencies, or to pay for capital expenditures not regularly budgeted and not to be paid out of monetary reserves, such as costs for major capital improvement replacements and for major new capital improvements, or any other similar purpose determined appropriate by the Board in furtherance of its functions hereunder.
- bb) **“Subject Property”** – All property that at any time has been subjected to the provisions of this Declaration, and initially includes all of the property described in Paragraphs 1 of the Background Section of this Declaration.
- cc) **“Turnover Date”** – The date on which Declarant relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date when the Community has been fully developed, and all Lots (including any additional Lots from any Additional Property added to the Community) have been deeded to bona fide purchasers, provided Declarant reserves the right, in its sole and unfettered discretion, to turn over control of the Association, or selected functions thereof, at such earlier time as it determines in its sole and unfettered discretion.

2. GOALS.

The covenants, easements, conditions and restrictions contained in this Declaration are declared to be in furtherance of the following purposes:

- a) Promotion of the health, safety and welfare of all Owners and Occupants of property in the Community;
- b) Ownership, administration, preservation, beautification and maintenance of the Community’s Common Elements and all Improvements thereon;
- c) Enforcement of architectural controls and restrictions applicable to the Community;
- d) Compliance with all zoning and similar government regulations applicable to the Community; and

- e) Provide for mandatory membership of Lot Owners in the Community, as it may be constituted, from time to time, in the Association, and the assessment and collection of funds to fulfill its objectives; and

3. THE PROPERTY.

3.1. Property Subject.

The property that shall be held, transferred, sold, conveyed and occupied subject to the terms of this Declaration shall initially consist of the Community, including all of the Lots and Outlots described in Paragraph 1 of the Background Section thereof, and any and all rights appurtenant thereto.

3.2. Additional Property.

The right is reserved to Declarant, its successors and assigns, to cause the Additional Property, or any portion thereof, to become subject to the provisions of this Declaration, and the Owners of a Lot or Lots therein subject to the rights and obligations of Members as set forth herein and in the Association's Articles, Bylaws, Rules and Regulations, and in the other Governing Documents. The execution by the fee simple owners of such additional property or portion thereof, with the consent of the Declarant herein, its successors and assigns, with the same formalities as this Declaration of a supplemental declaration or declarations, and the recording thereof in the office of the Outagamie County Register of Deeds, shall subject that property to the provisions of this Declaration; provided that any such supplemental declaration may contain such supplementary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of the property added, provided that are not inconsistent with the overall scheme of this Declaration. An amendment of this Declaration as heretofore provided to subject Additional Property to the provisions of this Declaration shall not require the joinder or signature of the Association, the Board, other Lot Owners, mortgagees, or any other Person. Upon the addition of property subject to this Declaration, the property therein and the Owners of that property shall be subject to and benefited by the provisions of this Declaration, as amended, applicable to Lots and the Owners thereof. If the Additional Property or any portion thereof is added to this Declaration, the added Additional Property shall be developed similar to Pond View Estates.

4. THE ASSOCIATION.

4.1. Purposes.

The Association shall apply all funds received by it pursuant to the provisions hereof, and all other funds and property received by it from any source, to the fulfillment

of the purposes of the Association. Among other things, the purposes of the Association are to:

- a) Own, improve, repair, maintain and regulate the use of the Common Elements as more specifically set forth herein.
- b) Perform lawn and front landscaping bed maintenance and snow and ice removal on the driveways (and walkways if so elected pursuant to Section 8.1 (b) (ii) (b)) of the Lots as more specifically set forth herein.
- c) Regulate architectural control through the Design Review Committee as more specifically set forth herein.
- d) Administer and enforce the provisions of the Governing Documents; and
- e) Assess, collect and disburse funds necessary to fulfill these purposes.

4.2. Membership.

- a) Mandatory Membership. Every Lot Owner shall be a Member of the Association. If the Lot is subject to recorded land contract, each purchaser under the land contract (and not the seller or sellers) shall be a Member of the Association. There shall only be one membership/membership vote per Lot. In the event the fee simple interest in a Lot, or ownership of the purchaser interest in a Lot if applicable, is held by more than one Person, the co-interest holders of such interests shall have only one membership/membership vote in the Association as tenants-in-common, with respect to that Lot. Such membership is appurtenant to and inseparable from such interests. Status as a Member shall automatically transfer to the transferee of that interest at the time the fee simple interest/land contract purchaser interest is transferred and recorded with the Outagamie County Register of Deeds. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation and the giving of a security interest or mortgage shall not terminate or transfer the membership of any Owner or land contract purchaser, provided further, there shall not be a membership appurtenant to a Lot for which title is held by the Association.
- b) Voting. Voting shall be a right separate and distinct from all other rights of membership in the Association. All voting rights of all Members of the Association shall inure to and be solely exercisable by the Declarant, through the Turnover Date, and no meetings of the Association's membership shall be required to be held prior to the Turnover Date. The Declarant may, in the exercise of its sole discretion and without altering or waiving the foregoing provisions, cause or allow one or more meetings to occur prior to the Turnover Date, for purposes stated by the Declarant, at which the Declarant may consent to the exercise of voting rights by Members. On and after the Turnover Date, voting

rights shall be exercisable by Members in accordance with the terms of the Governing Documents.

4.3. Powers; Authority; Duties.

The Association shall have all the rights, powers, and duties established, invested, or imposed in it pursuant to the Governing Documents, and the laws of the State of Wisconsin applicable with respect to Wisconsin non-stock Chapter 181, Wis. Stats., corporations. Among other things and without limitation, the Association, through its Board, shall have the power to acquire, own and convey real estate, hold easements with respect to, maintain the Common Elements, enforce and administer the Declaration, Rules, restrictions and covenants applicable to the Community, sue and be sued, levy and collect Assessments, collect and maintain reserves for replacements or anticipated expenditures, enter into contracts, mortgage and/or to assign and pledge all revenues received or to be received by it under any provisions of these covenants, including, but not limited to, the proceeds of the Assessments payable hereunder, and take such other actions as it deems appropriate to its purposes. The Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Assessment in any year, but may carry forward from year to year and time to time such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

4.4. Other Agreements.

The Association shall have the power and authority to contract with any person, corporation, firm or other entity, for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association hereunder, and to delegate such powers and authority to any agent or employee of the Association, and the exercise of those powers and authority by such person, corporation, firm, entity, agent or employee shall be deemed the exercise or those powers and authority by the Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Association. There shall be no requirement of any bond or surety for the Association, its agents, employees, or others assuring the exercise of the powers and authority granted hereunder, except as the Board shall in its sole discretion deem necessary or desirable for the safeguarding of any funds received by the Association.

4.5. Rules and Regulations.

The Association may make and enforce reasonable Rules governing the use, operation and/or maintenance of all property which is a part of the Community, which shall be consistent with the other provisions of the Governing Documents. The Association shall have the power to impose sanctions on Members and Owners for any

infraction of the Governing Documents, including the provisions hereof and the Rules, which such sanctions may include without limitation: (i) reasonable monetary administrative charges which shall be considered Individual Lot Assessments; (ii) suspension of the right to vote as a Member of the Association; and (iii) suspension of the right of the Owner and that Owner's Occupants, licensees, and invitees, to use the Common Elements or any part thereof, for any infraction of the Governing Documents, including but not limited to the provisions hereof and the Rules. In addition, the Board shall have the power to seek relief, including but not limited to, injunctive relief, in any court for violations or to abate violations of the provisions of the Governing Documents. If the Board expends funds for attorneys' fees or litigation expenses in connection with the enforcement of any provision of the Governing Documents, the amount so expended shall be due and payable by the Owner of the Lot whose Owner, Occupant, licensee or invitee violated the Provisions of the Governing Documents, and the same shall be an Individual Lot Assessment against such Owner's Lot.

4.6. Implied Rights.

The Association may exercise any other right or privilege given to it expressly by the laws of the State of Wisconsin or any provision of the Governing Documents, and every other right or privilege reasonably implied from the existence of any right or privilege granted thereby, or reasonably necessary to effect any such right or privilege.

4.7. Managing Agent.

The Board may retain and employ on behalf of the Association a Managing Agent, which may be Declarant, and may delegate to the Managing Agent such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Managing Agent shall be a Common Expense.

4.8. Insurance.

- a) Fire and Extended (Special Form) Coverage. The Association shall, with respect to insurable property or interests owned by it, obtain and maintain insurance for all buildings, structures, fixtures and equipment and common personal property, now or at any time hereafter constituting a part of the Common Elements owned by the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits, deductibles, and coverage as is deemed appropriate by the Board. This insurance:
 - i. shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on any Lot, or other property, and its appurtenant interest, superior to the lien of a first mortgage;

- ii. shall be obtained from an insurance company authorized to write such insurance in the State of Wisconsin which has a current reading of Class A-/VIII, or better as determined by the then latest edition of Best's Insurance Reports or its successor guide;
 - iii. shall be written in the name of the Association;
 - iv. shall provide that the insurance carrier shall notify the Association at least thirty (30) days in advance of the effective date of any reduction in or cancellation of the policy; and
 - v. unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and directors, and all Owners.
- b. Liability Coverage. The Association shall obtain and maintain a Commercial General Liability policy of insurance covering all of the Common Elements owned by the Association, and the functions of the Association insuring the Association, the officers and directors, its Members and the Owners, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) \$1,000,000, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of any Member or Owner because of negligent acts of the Association, the Board, or other Members or Owners, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and other legal liability, including liability under contractual indemnity clauses and liability arising out of lawsuits related to any employment contracts of the Association. Each such policy must provide that it may not be cancelled or substantially modified, without at least thirty (30) days prior written notice to the Association.
- c. Directors' and Officers' Liability Insurance. The Board shall obtain, or cause to be obtained, directors' and officers' liability insurance.
- d. Other. The Association may, in the Board's discretion, obtain and maintain the following insurance: (a) fidelity bond coverage for all officers, directors, Board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) workers' compensation insurance, (c) additional insurance against such other hazards, casualties or liabilities as required by law, and (d) any other insurance the Board deems necessary.

- e. Use of Proceeds. In the event of damage or destruction of any portion of the Common Elements owned by the Association, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Member hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Board may levy a Special Assessment pursuant to the provisions hereof to cover the additional costs.

- f. Declarant Coverage. The foregoing provisions of this Section 4.8 notwithstanding, prior to the Turnover Date the Declarant may (but shall not be obligated to) elect to cause or allow the Association and its insurable interests in the Association's property, rights and obligations, to be covered by Declarant's existing insurance plan(s), which may or may not meet the monetary limitations described herein, and which may or may not include 'self-insurance' by the Declarant, all as deemed appropriate by the Declarant in the exercise of its sole discretion.

- g. Owner Insurance. The Owner or Owners of each Lot shall obtain and maintain an insurance policy for the Home and all other Improvements located on that Owner's or Owners' Lot which provides insurance against loss or damage by fire, lightning and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to homes similar in construction, including all perils normally covered by the standard "all risk" endorsement, or, if the policy does not contain an "all risk" endorsement, a policy that includes the "broad form" covered causes of loss, in an amount not less than one-hundred percent (100%) of the current insurable replacement cost of the Home and Improvements. The Association may require annual proof of such insurance and if the Owner or Owners fail to obtain and maintain such insurance, the Association may purchase such insurance on behalf of the Owner and assess the cost of such insurance as an Individual Lot Assessment.

4.9. Condemnation.

The Association shall represent the Members in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements owned by the Association, or any portion thereof. Each Member hereby irrevocably appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held and used for the benefit of the Members, as determined by the Board.

4.10. Books; Records.

Upon reasonable request of any Member, the Association shall be required to make reasonably available for inspection by any Member all books, records and financial

statements of the Association, except for those items deemed privileged, protected, or confidential in accordance by applicable law, rules or regulations, including but not limited to: (i) information that pertains to personnel matters; (ii) communications with legal counsel or attorney work product pertaining to proposed or pending litigation; (iii) information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements; (iv) information that relates to the enforcement of the Governing Documents against Owners; and (v) information the disclosure of which is prohibited by federal, state or local law. The Association may charge a reasonable fee to cover the administrative costs of handling, copying, delivering, etc., the requested documents.

5. THE COMMON ELEMENTS.

5.1. Common Elements; Definition.

The Common Elements shall consist of all real and personal property now or hereafter acquired by the Association, or benefited by easement to the Association, pursuant to the provisions hereof, or otherwise, for the common use and the enjoyment of the Lot Owners, or for the operation of the Association. The Common Elements include Outlot 1, the Storm Water Easement and facilities located on and under the Lots as depicted on Exhibit I, and the Sign Easement area located on Lot 1 (including all improvements and landscaping that may be constructed or installed therein) and the Landscaping Easement area located on Lot 13 (including all improvements and landscaping therein) as depicted on Exhibit II. The Common Elements shall include personal property used for the maintenance of the Common Elements or the operation of the Association.

5.2. Vesting of Interests.

(a) Fee simple title to in Outlot 1 and the benefitting estate interest in the easement areas as depicted on Exhibits I and II shall be vested in the Association free and clear of all encumbrances except real estate taxes and assessments, if any, not presently due and payable, zoning and building laws, ordinances and regulations, legal highways, and restrictions, conditions and easements of record, including, but not limited to, those contained herein and/or in the Governing Documents.

(b) The Association may also acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to the property conveyed to it by Declarant.

5.3. Disposition of Mortgaging of Common Elements Owned by the Association.

No Common Elements owned by the Association shall be disposed of except as otherwise provided or permitted in the Governing Documents; provided that, in any

event, no Common Elements owned by the Association may be mortgaged or conveyed without the consent of Members exercising not less than ninety percent (90%) of the voting power of Members.

5.4. Design Review.

Subject to the other provisions of the Governing Documents requiring Members' approvals, the construction (including staking, clearing, excavating, grading, and other site work), replacement, or modification of Improvements within the Community shall be determined by Declarant until the Turnover Date, or such earlier times as the Declarant in its sole discretion determines, and thereafter by the Board subject to design approval by the Design Review Committee as appointed pursuant to the Governing Documents. The Design Review Committee shall act by majority vote in determining the architectural standards which shall govern the construction, replacement and modification of Improvements within the Community.

6. ASSESSMENTS.

6.1. Types of Assessments.

Subject to the provisions of this Article 6, each Lot Owner shall be subject to the following Assessments, which by acceptance of a deed to a Lot (whether or not it shall be so expressed in such deed) each such Lot Owner covenants and agrees to pay to the Association: (a) Operating Assessments, (b) Special Assessments, and (c) Individual Lot Assessments, all of which are to be established and collected as hereinafter provided. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Elements or by abandoning that Owner's Lot, nor shall any such liability be subject to any set-off or reduction for any reason.

6.2. Operating Assessments.

(a) The Board shall establish, levy and collect Operating Assessments for the purposes of providing funds to pay:

- i. the cost of the maintenance, repair, replacement, and other services to be provided by the Association;
- ii. the costs for insurance and bond premiums to be provided and paid for by the Association;
- iii. the cost for utility services, if any, charged to or otherwise properly payable by the Association;
- iv. the costs for construction of capital improvements on Common Elements;

v. the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;

vi. an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements, and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and

vii. the costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, landscaping, mowing, planting, lighting, operation and maintenance, snow and ice removal and mitigation for the Common Elements and Improvements thereon, Lot maintenance pursuant to Section 8.1 (b), real estate taxes and assessments for the Common Elements, if any, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs of operations of the Association not otherwise specifically excluded.

(b) The Board shall establish, levy and collect annual Operating Assessments against each Lot and its Owners in accordance with the following:

i. Proration over the Community. Operating Assessments shall be assessed as follows:

(a) The Operating Assessments exclusive of Lot maintenance shall be prorated equally over all Lots.

(b) The cost of Lot maintenance shall be paid pursuant to Section 8.1 (b) depending upon whether such Lot is owned by the Declarant or by a Lot Owner other than the Declarant.

ii. Partial Month Period. Commencing on the date that title to a Lot is transferred to a new Lot Owner, whether or not a Home is built upon said Lot, to the last day of that month, such Lot Owner shall be subject to and pay to the Association the Operating Assessment as determined pursuant to i. above pro-rated for the number of days the new Lot Owner has title over the total number of days of that month. If the prior Lot Owner has pre-paid that monthly Operating Assessment, the prior Lot Owner shall be entitled to reimbursement of the amount paid by the new Lot Owner.

iii. Full Month Period. Commencing on the first day of each month after title is taken to a Lot by the Lot Owner and on the first of each month thereafter, the Lot Owner shall pay one twelfth (1/12) of the annual Operating Assessment. For each calendar year, the Board shall establish an equal annual Assessment amount, to be charged to each such Lot for such year.

6.3. Special Assessments.

The Board may levy against all Lots subject to Operating Assessments, and their Owners, Special Assessments to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of reserves, unanticipated operating deficiencies or any other purpose determined appropriate by the Board in furtherance of its functions hereunder. Those Special Assessments shall be allocated among Lots on the same basis as Operating Assessments are to be allocated and shall be due and payable on such basis and at such times as the Board directs, provided that no such Special Assessment shall be due and payable on fewer than thirty (30) days written notice.

6.4. Individual Lot Assessments.

The Board may levy an Individual Lot Assessment against any Lot Owner to reimburse the Association for costs incurred on behalf of that Lot, or as a consequence of any act or omission by any Owner, Occupant, or invitee thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs incurred by the Association as a result of the failure of an Owner to maintain insurance in accordance with the provisions hereof; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other administrative and enforcement charges, including but not limited to, attorneys' fees, incurred by the Association reasonably determined to be an Individual Lot Assessment by the Board. By way of illustration, and not of limitation, the Board may levy an Individual Lot Assessment in the nature of an administrative charge reasonably determined by the Board against any Lot Owner who violates any provision of the Governing Documents, or who suffers or permits the Members, guests, invitees, or tenants of that Owner's Lot to violate the same or any provision of the Governing Documents, including the restrictions contained herein and in the Rules.

Except in the case of Individual Lot Assessments for utility charges, interest, late charges, returned check charges, court costs, arbitration costs, and/or attorney fees, prior to levying an Individual Lot Assessment, the Board shall give the Owner or Owners written notice of the proposed Individual Lot Assessment that includes:

- (a) a description of the property, damaged, or the violation, of the restriction, rule or regulation allegedly violated;
- (b) the amount of the proposed Individual Lot Assessment;
- (c) a statement that the Owner has a right to a hearing before the Board to contest the proposed Individual Lot Assessment by delivering to the Board a written notice requesting a hearing within ten days after the Owner receives written notice of the proposed Individual Lot Assessment; and

- (d) in the case of a charge for violation of a restriction, rule or regulation, a reasonable date by which the Owner must cure the alleged violation to avoid the proposed Individual Lot Assessment.

The notice by the Board given pursuant to the foregoing may be delivered personally to the Owner to whom an Individual Lot Assessment is proposed to be charged, personally to an Occupant of the Home on that Owner's Lot, by certified mail, return receipt requested, or by regular mail. In the event after such hearing the Board determines to levy the Individual Lot Assessment proposed, the Board shall deliver to the Owner written notice thereof within thirty (30) days of the date of that hearing.

6.5. Remedies.

- (a) Acceleration. If any installment of an Assessment, or portion thereof, is not paid within thirty (30) days after the same has become due, the Board, at its option, without demand or notice, may call the entire balance of the Assessment due.
- (b) Late Charge. If any portion of any Assessment remains unpaid for thirty (30) days after all or any part thereof shall become due and payable, the Board may charge interest on the entire unpaid balance from and after that date at the lesser of (i) ten percent (10%), or (ii) the highest rate permitted by law. A reasonable administrative collection charge may also be assessed for any payment remaining unpaid for thirty (30) days after it is due, which charge may be payable to the Association, or its Managing Agent, as determined by the Board.
- (c) Application of Payments. Payments made by an Owner for Assessments shall be applied in the following priority: (i) to interest accrued on the delinquent Assessment(s), or installments or portions of installments thereof; (ii) to administrative late fees charged with respect to the delinquency; (iii) to reimburse the Association for enforcement charges and collection costs, including, but not limited to, attorney fees and paralegal fees incurred by the Association in connection with the delinquency; and (iv) to the delinquent Assessment, or installment or portion thereof, applying to the oldest principal amounts first.
- (d) Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest and late fees thereon, and any and all costs of collection, including reasonable attorneys' fees, shall become the joint and several personal obligations of the Owners of the Lot charged the same, beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute and prosecute to completion an action at law on behalf of the Association against the Owner or Owners personally obligated to pay any delinquent Assessment, and/or an action to foreclose the Association's lien or liens against a Lot or Lots for unpaid Assessments owed by that Lot and the Owner or Owners thereof. In any such action, interests and costs of such action, including reasonable attorneys' fees, shall be added to the amounts

owed by the Owner or Owners and the Lot to the extent permitted by Wisconsin law. An Owner's personal obligation for a Lot's delinquent Assessments (including accrued interest, late fees and costs of collection, including attorneys' fees) shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable, and both such Owner and his/her successor in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

- (e) Liens. All unpaid Assessments, or portions thereof, together with any interest and charges thereon or costs of collection, including but not limited to attorneys' fees, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment, or portion thereof, remains unpaid for sixty (60) days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees, with the Clerk of Circuit Court for Outagamie County. The certificate shall contain a description of the resolution and date of resolution authorizing the levy, Lot which the lien encumbers, the name of the Owner or Owners of that Lot, and the amount of the unpaid portion of the Assessment. The certificate may be signed by the president of the Association or its designated representative. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State of Wisconsin for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction.
- (f) Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association is perfected by the recording of a certificate of lien, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Lot which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner.
- (g) Contested Lien. Any Owner or Owners who believe that an Assessment chargeable to that Owner or Owner's Lot, and for which a certificate of lien has been filed by the Association has been improperly charged against that Lot or Unit, may bring an action in the Circuit Court for Outagamie County for the discharge of that lien and/or for declaratory judgment that such Assessment was

unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Lot, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien and a refund of an Assessment or portion thereof determined to be unlawful.

- (h) Estoppel Certificate. The Board shall, within a reasonable time following receipt of a written demand and for a reasonable charge, furnish a certificate signed by the President or other designated representative of the Association, setting forth whether the Assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.
- (i) Suspension of Vote and Use of Common Elements. If any Assessment remains unpaid for sixty (60) days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Elements, shall be suspended until such Assessment is paid.

7. USE OF FUNDS.

7.1. Application of Assessments.

The Association shall apply all funds received by it pursuant hereto, and all other funds and property received by it from any source, to the fulfillment of the purposes of the Association provided for herein.

7.2. Authority to Borrow Funds.

In order to secure the repayment of any and all sums borrowed by it, loaned to it, or owed by it, from time to time, the Association is hereby granted the right and power to mortgage and pledge all revenue received and to be received and/or to assign and pledge all revenues received or to be received by it under any provisions of these covenants, including, but not limited to, the proceeds of the Assessments payable hereunder. The amounts, terms and rates of all borrowing and the provisions of all agreements with holders or Owners of any such debt obligation shall be subject solely to the decision of the Board acting in its absolute discretion.

7.3. Authority to Maintain a Surplus.

The Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Assessment in any year, but may carry forward from year to year and time to time such surplus as the

Board in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

7.4. Authority to Enter into Contracts.

The Association shall have the right to enter into such contracts with third parties as the Board deems advisable, including but not limited to (i) a contract with a third-party management company to oversee and administer the day-to-day affairs of the Association; (ii) contracts for the performance of maintenance services in the Common Elements for which the Association is obligated; (iii) contracts with providers of utilities and other services deemed necessary or desirable by the Board for the performance of the Association's obligations in the Common Elements, or to the Community. The Board may authorize said Managing Agent to contract with third party maintenance and service providers on behalf of the Association.

8. MAINTENANCE.

8.1. Maintenance by Association.

- (a) Common Element Maintenance. Except as otherwise specifically provided herein, and then subject only to budgetary limitations and the right of the Board to exercise reasonable business judgment, the Association shall maintain, repair and replace all Improvements constituting a part of the Common Elements owned by the Association in good, clean, attractive, and sanitary condition, order and repair. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Improvements to be maintained by the Association as determined in the sole judgment of the Board.

In the event of damage or destruction of any portion of the Common Elements owned by the Association, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Member hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Board may levy a Special Assessment pursuant to the provisions of this Declaration to cover the additional costs.

- (b) Lot Maintenance.

Except as otherwise specifically provided herein, and subject only to budgetary limitations and the right of the Board to exercise reasonable business judgment:

- (i) Lots owned by the Declarant shall be maintained by Association in compliance with City of Appleton ordinances pertaining to minimum ground cover requirements, height of ground cover, preventing noxious weeds and

keeping the Lot free of debris and similar requirements. The Declarant shall be responsible for all such costs.

(ii) Lots owned by Owners other than the Declarant shall be maintained as follows: The Association shall be responsible to maintain the following portions of Lots upon which Homes have been constructed and for which occupancy permits have been issued: (a) mowing, fertilizing, and maintaining the turf grass on each Lot, including autumn leaf removal, and any landscaping beds immediately adjacent to the front of the Home and any trees in the front yard and (b) snow and ice removal from any driveway in the front of the home. The total cost of such Lot maintenance by the Association shall be paid equally by all Lots receiving such maintenance. The Association may elect to clear snow and ice from any front sidewalk or landing on a Community wide basis (in which case the total cost shall be allocated equally to all Lots receiving such service) or on an Individual Lot Assessment basis or to require the Home Owner to clear any front sidewalk or landing. To facilitate the mowing, fertilizing, and maintaining the turf grass on each Lot by the Association, no Lot Owner shall lay-out any areas for flower or shrub beds or plant any trees in the turf grass area of any Lot without the approval of the Design Review Committee. Except for the landscaping beds immediately adjacent to the front of the Home and any trees in the front yard, and approval of layout and placement of any other flower or shrub beds or tree placement by the Association, the planting and maintenance of all other flowers, shrubs, and trees shall be the responsibility of the Home Owner. **The Declarant reserves the right to use water from the exterior faucet of each Home, without charge by the Home Owner, to provide water for the installation of any lawn, whether seeded or sod, or landscaping by the Declarant at that Home, together with the initial maintenance thereof. Once Declarant completes the installation and initial maintenance of such lawn or landscaping, the Homeowner shall be responsible for all necessary watering.**

(iii) Mailbox: The Association shall maintain individual mail boxes. Mail boxes damaged or destroyed by the Homeowner or the Homeowner's family, guests, and invitees, shall be repaired or replaced by the Association as an Individual Lot Assessment.

8.2. Maintenance by Owner.

Subject to Article 9 of this Declaration, each Owner shall repair, replace, and maintain in good order and condition, at that Owner's expense, all portions of the Lot, including Home, not specifically maintained by the Association. The Owner's maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at that Owner's expense all maintenance, repairs and replacements of the Home on the Owner's Lot, driveway, except for snow and ice removal, and any flower or shrub beds or trees, other than those immediately adjacent to the front of the Home and any trees in the front yard, as well as

any fences as permitted under this Declaration. Each Owner shall maintain that Owner's Lot in accordance with the requirements set forth herein or in the Association Rules.

8.3. Right of Association to Repair Lot and Home Structure.

If any Owner fails to maintain that Owner's Lot and the Improvements located thereon, including the Home, that are the responsibility of the Lot Owner, and if the Board determines that any maintenance of that Lot or Improvements thereon, is necessary to maintain the general Community standard or ensure public safety, or to comply with the Rules or the terms of this Declaration and if the same remains in disrepair for a period of thirty (30) days after written notification by the Association to said Owner, then the Board may authorize its employees or agents to enter the Lot and Home at any reasonable time to complete the necessary maintenance and the Board may levy an Individual Lot Assessment for all reasonable expenses incurred.

8.4. Damage to Common Elements by Owner or Occupant.

If a Common Element is damaged by any Owner or Occupant, that Person's licensees, or invitees, then the Board may levy an Individual Lot Assessment against such Owner for the cost of repairing or replacing the damaged property.

9. ARCHITECTURAL STANDARDS.

All property at any time subject to the provisions hereof shall be governed and controlled by the following:

9.1. Design Review Committee.

The Design Review Committee shall be a committee consisting of three (3) persons, except that prior to the Turnover Date, Declarant shall have the sole and exclusive right to (i) appoint and remove all three (3) members of the Design Review Committee, at will; (ii) serve itself, as the Design Review Committee; or (iii) delegate to the Association's Managing Agent the responsibility to act as the Design Review Committee. After the Turnover Date, the Board shall have the right to appoint all three (3) members to the Design Review Committee, or to delegate to the Association's Managing Agent (if applicable) the responsibility to act as the Design Review Committee. The Design Review Committee shall have the exclusive authority to determine the architectural standards which shall govern the construction of Improvements on a Lot, including the Home. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause that Owner's Lot and any Occupant thereof to comply with the standards adopted by the Design Review Committee. No Improvement, including a Home, shall be placed, erected or installed on a Lot, and no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) shall be commenced or continued until and unless the Owner first obtains the written approval thereof by the Design Review

Committee and otherwise complies with any zoning regulations and all provisions hereof. The Design Review Committee shall govern by majority vote.

9.2. Modifications.

Except as otherwise provided herein, the Design Review Committee shall have jurisdiction over all construction, modifications, additions or alterations of Improvements, including a Home, on or to a Lot. No person without first obtaining the written consent of the Design Review Committee shall construct any Improvements on a Lot, including but not limited to, any Home, alter any surfaces of existing improvements, change paint colors or roofing materials, construct or modify fencing, change the grade or contour of any Lot, change the material of any driveway, modify the exterior lighting, change the mailbox or address marker, construct any porch, deck, patio, gazebo, modify or install any landscaping, or install any sign(s) not otherwise prohibited herein or by applicable law. Owners shall submit to the Design Review Committee for its approval, written plans and specifications showing the nature, kind, shape, color, size, materials and location of proposed Improvements and alterations, together with any other reasonable information the Design Review Committee may request to assist it in reviewing such applications. The Design Review Committee (or a Managing Agent acting as the Design Review Committee by designation, if applicable) may charge a reasonable fee in connection with the review of plans for a proposed Improvement. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate interior Improvements without such approval.

9.3. Variances.

To avoid unnecessary hardship and/or to overcome practical difficulties in the application of these provisions, the Design Review Committee shall have the authority to grant reasonable variances from the provisions hereof, provided that the activity or condition is not prohibited by applicable law; and provided further that, in the judgment of the Design Review Committee, the variance is in the best interests of the Community and is within the spirit of the standards of the Design Review Committee. No variance granted pursuant hereto shall constitute a waiver of any provision hereof as applied to any other person or any other part of the Community.

9.4. Improvements by or through Declarant.

All Improvements, including any landscaping and fences, constructed by the Declarant or the Declarant's agents, or designated assignees, shall be deemed to comply in all respects with the provisions of this Declaration, the Design Guidelines, and the requirements of the Design Review Committee, and shall not require approval of the Association, the Board, the Owners or the Design Review Committee; provided that such Improvements otherwise comply with the provisions of this Declaration and the required architectural standards for the Community as may be adopted and amended by the Design Review Committee from time to time.

9.5. Liability Relating to Approvals.

Neither Declarant, the Association, the Board, the Design Review Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors and assigns, shall be liable to the Lot Owner or anyone submitting plans and specifications for approval by reason of mistakes of judgment, negligence, or nonfeasance arising out of, or in connection with the approval or disapproval or failure to approve the same. Every Person and Lot Owner who submits plans and/or specifications or otherwise requests approval from the Design Review Committee agrees, by submission thereof, that they will not bring any action or suit, seek damages, or otherwise attempt to compel the approval of the same. Each Lot Owner shall be responsible for ensuring that any Improvements constructed on his or her Lot comply with all zoning ordinances, building codes and any easements, covenants and conditions of record.

10. USE RESTRICTIONS.

The following restrictions and covenants concerning the use of each Lot and occupancy of Home located thereon shall run with the land and be binding upon the Declarant and every Lot Owner or Occupant, their respective heirs, successors and assigns, as well as their family members, guests, licensees and invitees:

10.1. Use of Lots.

Subject to the provisions of this Declaration:

(i) Each of the Lots in the Community is designed and planned to have constructed on it one single-family residence. No Home on a Lot, and not any portion of any Lot, shall be used for any purpose other than that of a residence for single family residential purposes and uses customarily incidental thereto as permitted under the zoning code of the City of Appleton. Specifically, no Home may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility.

(ii) In addition, no Home shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family residence not to exceed two stories in height, and each such Home shall have an attached garage for at least two cars. No bi-level homes shall be permitted. As used herein, "bi-level home" shall mean a home having two levels with an integral garage on the lower level. No home shall be constructed on any Lot having a garage with a lower elevation than the street elevation such that the garage and/or driveway are depressed below the finished grade of the Lot.

(iii) No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be placed on any Lot at any time as a residence either temporarily or permanently; provided, however, that nothing herein shall prevent the use of trailers or temporary buildings by Declarant, by

builders approved by Declarant for sales and construction management and related uses during the construction and sale of homes in the Community. All homes shall comply with material standards as approved by the City of Appleton and by the Design Review Committee.

(iv) No portion of a Lot designated as wetland may be disturbed except as permitted under the laws of the State of Wisconsin, Outagamie County, or the City of Appleton.

10.2. Minimum Square Footages.

No Home shall be permitted on any Lot on which the floor area of the main structure is less than what is required by the applicable zoning and subdivision control requirements governing Lots located in the Community.

10.3. Use of Common Elements.

The Common Elements may be used only in accordance with the purposes for which intended and for any reasonable purposes incidental to the residential use of Lots. All uses of the Common Elements shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and/or enjoyment of the Owners and/or Occupants, and shall comply with the provisions of this Declaration and all other Governing Documents, and the laws of the State. No portion of Outlot 1 designated as wetland may be disturbed except as permitted under the laws of the State of Wisconsin, Outagamie County, or the City of Appleton.

10.4. Hazardous Actions or Materials.

Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Elements that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Elements, or that might or that does unreasonably disturb the quiet occupancy of any Person residing on any other Lot. These provisions shall not be construed so as to prohibit Declarant or any other builder, approved by the Declarant or the Association after the Turnover Date, in the Community from construction activities consistent with reasonable or customary residential construction practices.

10.5. Signs.

No signs of any character shall be erected, posted or displayed upon property in the Community, except: (i) marketing signs installed by Declarant while marketing Lots and Homes for sale or rent; (ii) marketing signs installed by builders approved by Declarant while marketing Lots and Homes for sale or rent; (iii) street and Community identification signs installed by the Association, Declarant, or any governmental agency; (iv) on the Common Elements, signs regarding and regulating the use of the Common Elements; provided they are approved by the Board; (v) on any Lot, one temporary real

estate sign not to exceed six (6) square feet in area advertising that such Lot is for sale or rent; and (vi) except to the extent preempted by federal, state or local law, one (1) temporary political signs not more than six (6) square feet each, expressing support for or opposition to an individual candidate or issue which is the subject of a current election, provided the same comply with any local ordinances and any Rules established by the Board. Political signs containing information or expressing opinions other than simple support for or opposition against a specific candidate or issue may be removed by the Association, and not more than one sign for or against any specific candidate or issue may be posted or displayed on any one Lot. All political signs must be removed within three (3) days after the election relative to which such sign(s) was/were erected and may not be placed prior to 21 days before the election. No signs shall be placed in the Common Elements.

10.6. Animals.

Except as hereinafter provided, no animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, or in or upon any part of the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Home on a Lot, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy administrative and enforcement charges against persons who do not clean up after their Pets; and (ii) the rights of an Owner or Occupant to maintain an animal in a Home on a Lot shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance, creates a detrimental effect on the Community or other Lots or Occupants, or possession of which violates any law, rule or ordinance promulgated by a governmental or quasi-governmental entity. Any animal defined as “vicious” or “dangerous” or similar designation pursuant to the provisions of state or local law is specifically prohibited. Outdoor doghouses, animal cages or runs are prohibited.

10.7. Nuisances.

No noxious or offensive trade, activity or noise shall be permitted on any property in the Community or within any Home located on any Lot. No soil, except during initial construction of a Home, shall be removed for any commercial purpose.

10.8. Businesses.

No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on any Lot, without the prior written approval of the Board. Notwithstanding the foregoing, (i) a “home office” use is permitted, provided such use complies with the requirements of Home Occupation under the ordinances of the City of Appleton and does not entail any non-resident employees, generate any traffic or additional parking, require any signage, and is operated in compliance with all laws

including any Rules established by the Board; (ii) an Owner or Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business, making professional telephone calls or corresponding in or from a residence is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; and (iii) during the Home construction and initial sales period, Lots generally, including Homes and other Improvements constructed thereon may be used for construction and sales purposes, including the construction and operation of sales models and/or trailers by Declarant and by builders as approved by Declarant, in its sole discretion.

10.9. Storage.

No accessory buildings, storage buildings, barns or sheds of any kind are permitted on any Lot. Notwithstanding the foregoing, the Design Review Committee may approve a detached garage to be built on Lot One (1). This Section shall not apply to any storage as may be necessary during the construction of a Home on the Lots.

10.10. Hotel/Transient Uses and Rental/Leasing Requirements and Limitations.

(a) No Home, Lot or other Improvement thereon may be used for hotel or transient uses, including without limitation, uses in which an Occupant is provided customary hotel services such as room service for food and beverage, maid service, bus boy service, furnishing laundry and linen, or similar services. In addition, except for personal care assistants to an occupant of a Home to provide personal care assistance to such occupant arising out of a handicap or due to age and infirmity, there shall be no rental to roomers or boarders, which is rental to one or more persons of a portion of a Home.

(b) Renting and Leasing.

i. Except for personal care assistance as set forth above, no Home, Lot or other Improvement thereon shall be rented or leased for less than an entire Unit. All rental and lease agreements shall be in writing, hereinafter "lease", and not for a term less than six (6) months, and shall provide that the lease is subject in all respects to this Declaration, the Bylaws and the Rules, and shall provide that the failure by the tenant to comply with the terms of this Declaration and the Bylaws and the Rules shall be a default under the lease.

ii. Prior to the commencement of the term of the lease, the Owner shall notify the Board, in writing, of the name or names of the tenant or tenants, anyone co-occupying the Home (e.g. children of the tenant), his, her or their contact information, including telephone numbers and email address if any, and the lease term, together with providing the Association a copy of the lease and any amendments or future extensions thereof. The

Owner shall be responsible to the Association for any violation of this Declaration, the Bylaws and the Rules.

iii. In addition, in order to maintain the character of the Community as primarily a housing community for owner-occupants, the Association or its Board, from time to time, may adopt rules limiting or restricting the number of Homes that may be leased, provided that no such rule shall limit or restrict the right of (i) an institutional first mortgagee, insurer or guarantor, or entity established by such institutional first mortgagee, insurer, guarantor to hold title, which takes title to a Home as the purchaser at foreclosure sale, by deed in lieu of foreclosure or by assignment or (ii) Declarant, or Declarant's assignee who becomes a successor developer of the Condominium, to rent a Home or Homes owned by Declarant or such successor.

iv. Except as may be further restricted by the Association or its Board as set forth above, no more than ten percent (10%), rounded up to the next whole number, of the Homes may be leased at any time on a first come first serve basis by the Declarant or Home Owners. Such Homes may continue to be leased for as long as they have not been un-leased for a consecutive twelve (12) month period. Thereafter such previously leased Home shall be replaced by the next eligible Home that has been requested permission to be leased by its Owner or the Declarant. The Association shall maintain a list of Homes exceeding the 10% leasing limit, rounded up to the next whole number, (or lower limit if such lower limit is established by the Association or its Board) whose Owner or the Declarant has requested in writing that the Home be placed on the list to be leased. This list shall be used in order of receipt of the request to lease to determine priority if a lease opportunity becomes available pursuant to the leasing provisions of this Declaration, Bylaws or Rules and Regulations.

10.11. Vehicles.

The Board is granted the power and the authority to create and enforce reasonable Rules concerning placement and the parking of any vehicle permitted on or in the Community. In addition to its authority to levy Individual Lot Assessments as administrative charges for the violation of the Rules, the Board shall be authorized to cause the removal of any vehicle violating this Declaration or such Rules. Without limitation to other Rules which may be adopted by the Board, no commercial vehicle, recreational vehicle, or motorcycle and no boat, trailer, hitch or other similar personal property shall at any time be parked or stored on any part of the Community other than in a garage. Pursuant to rules and regulations adopted by the Board, driveways may be used to park operable automobiles and trucks up to twenty-two feet (22') in length. The parking of commercial vehicles, recreational vehicles, motorcycles, boats, trailers, or other similar personal property on a driveway, shall be limited to periods necessary for loading and unloading.

Furthermore, no automobile, truck or other motor-driven vehicle, or trailer, in a condition where it is unlicensed, unregistered, apparently inoperable, extensively damaged, disabled, dismantled, or otherwise not in a condition to be lawfully operated upon the public highway, or any vehicle component or part, shall be placed, parked or stored on any Lot for a period of time longer than ten (10) days. After such time the vehicle, trailer or part shall be deemed to be a nuisance, and may be removed by the Association, at the Lot Owner's expense.

10.12. Trash.

Except for the reasonably necessary activities of Declarant and by builders and developers approved by Declarant during the active development of during the original development of the Community, no burning or storage of trash of any kind shall be permitted in the Community. All trash shall be deposited in covered, sanitary containers, and these containers shall at all times be garage kept, or otherwise screened from view from any other Lot or street, except when temporarily placed outside for trash collection. No emptied trash containers shall be allowed to remain visible for more than twelve (12) hours following the trash pick-up.

10.13. Antennae, Satellite Dishes and Surveillance Equipment.

Except as otherwise required by federal, state or local law, no outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be installed or maintained in the Community except for satellite receiving dishes thirty (30) inches in diameter or smaller, positioned so as to minimize visibility from any street. Except as reasonably necessary to monitor an entrance to a Home, no surveillance, video or other monitoring equipment shall be installed on any Lot or on the exterior of a Home.

10.14 Utility Lines.

All utility lines in the Community shall be underground, subject only to exceptions for governmental authorities having jurisdiction, utility companies, Declarant and the Board.

10.15. Tanks.

No tanks for the storage of propane gas, fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except that up to two (2) propane tanks, of the size customarily used in residential propane gas grills are permitted for use with the propane gas grill. This Section shall not apply during the construction of any homes on the Lots or to any Lot containing Declarant's sales trailer.

10.16. Mailbox.

Declarant shall designate and install a curbside mailbox for each Home, with a design and composition that will provide uniformity to the Community. Each mailbox shall have the street numbers for the Lot served. If the mailbox is damaged, destroyed or deteriorates, then the Association, as a Common Expense, shall repair or replace such mailbox with an identical mailbox, or if unavailable, with another of a like kind, design, pattern and color as initial mailbox. If the Owner of Lot or the Owner's family, guests or invitees is responsible for damage to a mailbox, the Owner's Lot shall be subject to an Individual Lot Assessment.

10.17. Fencing.

Except as otherwise provided herein, no fence may be constructed on any Lot except those installed by Declarant or the Association or a fence replacing a fence that was installed by Declarant or the Association.

10.18. Swimming Pools/Location of Hot Tubs or Spas.

No above-ground or in-ground swimming pool shall be permitted upon any Lot except that this restriction shall not prohibit the installation of a hot tub or sauna, so long as such hot tub or sauna is designed for no more than eight (8) adults and is located within the rear yard in area formed by extending the sides of the Home.

10.19. Compliance with Zoning.

Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, and/or City in which the Subject Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding and as such requirements may be amended or modified, is required by this Declaration.

11. ADDITIONAL PROHIBITED IMPROVEMENTS.

The following Improvements shall not be permitted on any Lot in the Community:

- (a) Outdoor clotheslines;
- (b) Window air conditioning units on any window facing a street;
- (c) Swimming pools,

(d) Sport and recreational courts, fixtures and facilities, including hoops and goal posts; children's recreational equipment or structures, including playground equipment, swing-sets, playhouses, tree houses and forts; and

(e) Exterior pet houses, runs, cages and enclosures.

12. EASEMENTS AND LICENSES.

12.1. Right of Entry for Repair.

The Association through its duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the Lots and Homes for the purpose of exercising the Association's obligations, rights and performing the Association's duties pursuant hereto with regard to enforcement of the covenants, restrictions and other provisions of this Declaration, and the maintenance, repair, restoration and/or servicing of any items, things or areas for which it has responsibility or the right to perform. Except as otherwise provided for herein, the Association may enter any Lot at any time during reasonable hours (except as may be required by an emergency) to perform its obligations hereunder. The Association may enter a Home to remove or correct any violation of any provision of this Declaration, or any Rules, but only during reasonable hours and after providing reasonable advance notice to the Owner, except in cases of emergency.

12.2. Easement for Utilities and Other Purposes.

The Board or Declarant may convey easements over the Common Elements to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Community and to any entity for such other purposes as the Board or Declarant deems appropriate. The Board or Declarant may grant such easements over all portions of the Community for the benefit of adjacent properties as the Board or Declarant deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon any property in the Community, and further provided that the Board or Declarant may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably withheld, delayed or conditioned).

12.3. Easement for Services.

A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mail carriers, delivery persons, cable and television repair personnel, garbage removal personnel, and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Common Elements and the Lots to perform their duties.

12.4. General.

Unless specifically limited herein otherwise, the easements described herein shall run with the land and pass with the title to the benefited and burdened properties, shall be appurtenant to the properties benefited and burdened thereby, shall be enforceable by the owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easement and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot.

13. UTILITY SERVICES.

Each Lot Owner by acceptance of a deed to a Lot agrees to pay for utility services separately metered or separately charged by the utility company for service to that Lot. The Association shall arrange for the provision of utility services, if any, to the Common Elements and shall pay the costs of such services.

14. MISCELLANEOUS.

14.1. Term.

The provisions hereof shall bind and run with the land for a term of thirty (30) years from and after the date that this Declaration is filed for recording with the Register of Deeds of Outagamie County, Wisconsin and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated with the consent of Members exercising not less than one hundred percent (100%) of the voting power of all Members and the consent of all holder of first mortgage liens on Lots.

14.2. Enforcement.

The provisions hereof may be enforced by any proceeding at law or in equity by Declarant, any Owner, the Association, the Board, the Design Review Committee, and each of their respective heirs, successors and assigns, against any Person(s) violating, or attempting to violate, any covenant, restriction, or Rule to restrain and/or to enjoin any violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees) in connection with any violation. The failure or forbearance to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of these rights.

14.3. Amendments.

Until the Turnover Date, Declarant may unilaterally amend the provisions hereof at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of any property in the Community. After the Turnover Date, Declarant may unilaterally amend the provisions hereof, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) necessary to conform to the requirements of the United States Federal Housing Administration or the Veterans Administration or similar government of quasi-governmental loan or loan guarantee agency, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner or Owners have thereof consented to such amendment in writing.

Before or after the Turnover Date, Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and unfettered discretion, to subject all or any part of the Additional Property to the provisions of this Declaration at any time and from time to time by executing and recording with the Register of Deeds office of Outagamie County, Wisconsin, an amendment to this Declaration specifying that such Additional Property is part of the Community. Such an amendment shall not require the joinder or signature of the Association, other Owners, mortgagees, or any other Person. In addition, such amendments to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such Additional Property.

After the Turnover Date, this Declaration may be amended or modified with the approval of Owners holding not less than seventy-five percent (75%) of the voting power of all Owners in the Association; provided, however, that the consent of Declarant shall be required for any amendment or modification which affects Declarant's rights hereunder, and further provided that the consent of all Owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expense among Owners, or the fundamental purpose for which the Association is organized, or to terminate the provisions of this Declaration. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by the president and the secretary of the Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this Paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Outagamie County Register of Deeds. The Declaration may not be amended so as to

eliminate the Association's responsibility to repair and maintain Common Elements in the Community or to change or eliminate the requirement and obligation of the Lot Owners to be Members of and pay Assessments to the Association.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or assignee of such right or privilege.

14.4. Declarant's Rights to Complete Development.

Declarant and builders approved by Declarant shall have the unrestricted right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter Improvements on any property owned by Declarant or builders approved by the Declarant; (c) construct, maintain and operate model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Declarant, builders approved by the Declarant or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Community. Further, Declarant, and its assignees shall have the right of ingress and egress through the streets, paths and walkways located in the Community for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained herein shall limit the rights of Declarant or require Declarant to obtain approval to: (i) excavate, cut, fill or grade any property owned by Declarant; (ii) construct, alter, remodel, demolish, replace, or use any Improvements on any Common Elements or any property or Lot owned by Declarant as a construction office, model home or real estate sales or leasing office in connection with the sale of any property or Lot; or (iii) require Declarant to seek or obtain the approval of the Association or the Design Review Committee for any activity or Improvement on any Common Elements or any property or Lot owned by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

14.5. Mortgage Rights.

A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

- (a) any proposed amendment of this Declaration;
- (b) any proposed termination of the Association; and
- (c) any default under the provisions hereof which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days following the date a notice describing a default is sent to an Owner.

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon written request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours. The holder and insurer of a first mortgage on a Lot is not required by the Declaration to collect Assessments. Furthermore, unless an insured mortgage provides otherwise, the failure to pay Assessments does not constitute a default under an insured mortgage.

14.6. Indemnification.

The Association shall indemnify, defend and hold every officer, director, and agent of the Association harmless against any and all claims, liabilities, and expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer, director, or agent in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an officer, director, or agent. The officers, directors, and agents of the Association shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The officers, directors, and agents of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer, director, and agent free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any officer, director, or agent, or former officer, director, or agent may be entitled by law or the provisions of any other Governing Document.

14.7. Mutuality.

All restrictions, conditions and covenants contained herein are made for the direct, mutual, and reciprocal benefit of Declarant, the Association, and the present and future Owners of Lots in the Community, and each part thereof, and their respective personal representatives, heirs, successors, and assigns; the provisions hereof shall create mutual equitable servitudes upon the property submitted to these restrictions and each part thereof in favor of each other part thereof; and any property referred to herein as benefited hereby; the provisions hereof shall create reciprocal rights and obligations between the respective Owners of all such property and privity of contract and estate between all Owners thereof; and the provisions hereof shall, as to the Owner of any such property and those Owners respective heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such property and the Owners thereof.

14.8. Severability.

If any Article, Section, Paragraph, sentence, clause or word herein is held by a court of competent jurisdiction to be in conflict with any law, or unenforceable, then the requirements of such law shall prevail and the conflicting provision or language shall be

deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

14.9. Enforcement; Waiver.

Failure of Declarant, the Association of any Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of the provisions hereof or the Rules.

14.10. Notices.

Notices, demands or other communications to an Owner shall be given in writing by personal delivery, or posting at the Lot if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner. Any demand, notice or other communication or action given or taken hereunder or by one of the joint Owners of a Lot shall be deemed to be given, taken, or received by all such joint Owners.

14.11. Exhibits.

The Exhibits hereto are a part of this Declaration as if set forth in full herein.

14.12. Construction.

In interpreting words and phrases herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. Any rule of construction to the effect that any ambiguities are to be resolved against the party who drafted the document shall not be utilized in interpreting this Declaration and the Exhibits hereto.

14.13. Captions.

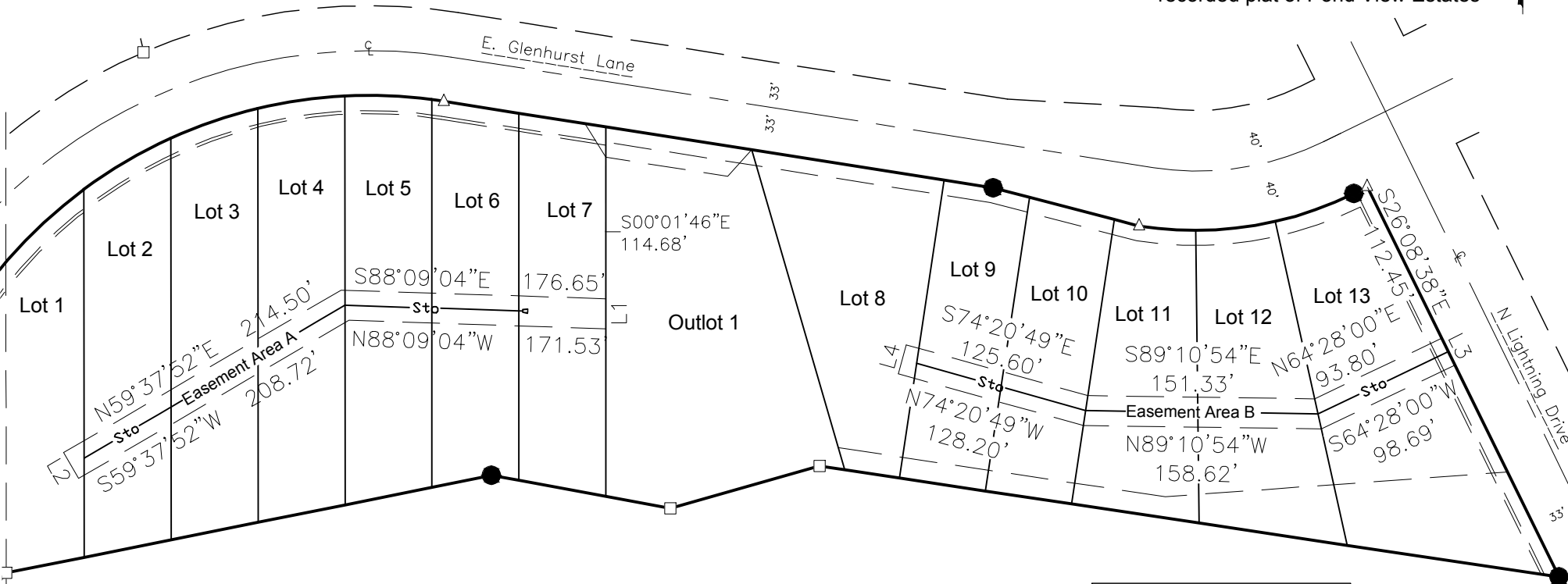
The caption of each Article, Section and Paragraph of this Declaration is inserted only for convenience and does not define, limit or describe the scope or intent of its provisions.

Exhibit I Storm Sewer Easement

Part of Lots 1-13, Pond View Estates, being part of the Northeast 1/4 of the Southwest 1/4 and part of the Northwest 1/4 of the Southwest 1/4 Section 07, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin.



Bearings are referenced to the recorded plat of Pond View Estates



Note:
The storm line on Lots 1- 7 drains towards Lot 7 and the outfall of said storm line is near the West line of Lot 7. The water discharges from the outfall and flows East across said Lot 7 and flows to the wetland on located Outlot 1.

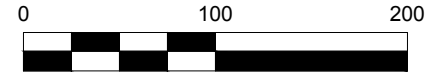
LINE TABLE		
Line	Bearing	Length
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L2	N 30°22'08" W	20.00'
L3	S 26°08'38" E	20.00'
L4	N 15°39'11" E	20.00'

Davel Engineering & Environmental, Inc.
Civil Engineers and Land Surveyors
1811 Racine Street
Menasha, Wisconsin
Ph. 920-991-1866, Fax 920-830-9595

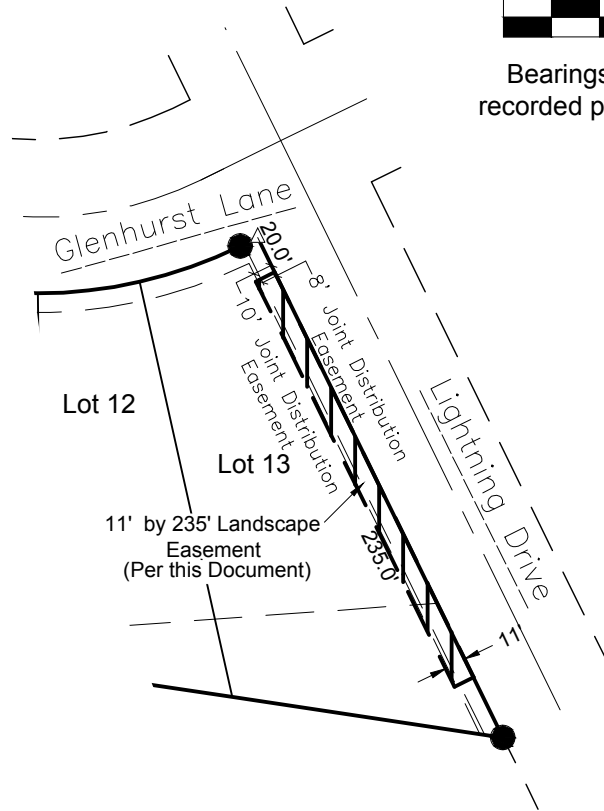
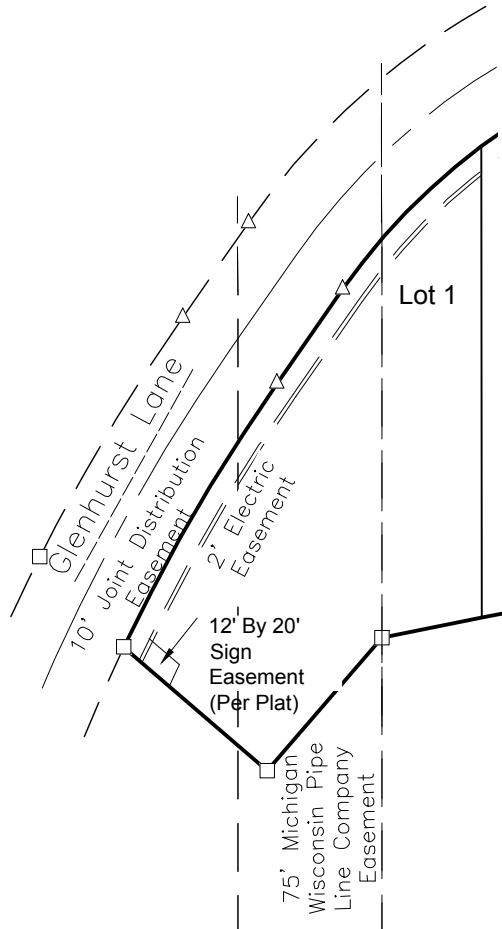
File: 4553Ease.dwg
Date: 05/05/2016
Drafted By: Jim
Sheet: Exhibit

Exhibit II Sign & Landscape Easement

Part of Lots 1 & 13, Pond View Estates, being part of the Northeast 1/4 of the Southwest 1/4 and part of the Northwest 1/4 of the Southwest 1/4 Section 07, Township 21 North, Range 18 East, City of Appleton, Outagamie County, Wisconsin.



Bearings are referenced to the recorded plat of Pond View Estates



Davel Engineering & Environmental, Inc.
Civil Engineers and Land Surveyors
1811 Racine Street
Menasha, Wisconsin
Ph. 920-991-1866, Fax 920-830-9595

File: 4553Ease2.dwg
Date: 05/05/2016
Drafted By: Jim
Sheet: Exhibit