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Van's Realty & Construction of  
Appleton, Inc.  
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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR FIRST PHASE OF WILDWIND SUBDIVISION**

THIS DECLARATION of Conditions, Covenants, and Restrictions for First Phase of Wildwind Subdivision, Village of Hortonville, Outagamie County, Wisconsin is made this 20<sup>th</sup> day of July, 2017, by Van's Realty & Construction of Appleton, Inc. (the "Developer"). Developer is the owner of the following described real estate in the Village of Hortonville, Outagamie County, Wisconsin, being the real estate known as:

**[SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A]**

The foregoing real estate may herein after collectively be referred to as the "subdivision" or the "lots" and each respective lot or parcel may be hereinafter referred to as a "lot." Developer hereby makes the following declaration of covenants, conditions and restrictions that run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and shall be for the benefit of, and limitations on, all future owners in such subdivision.

1. Purpose. The purpose of these covenants, conditions and restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisance, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the subdivision, and thereby to secure to each lot owner the full benefit and enjoyment of their property, with no greater restriction on the free and undisturbed use of their property than is necessary to insure the same advantages to all other lot owners.

2. Architectural control. No dwelling, house or other structure shall be erected or constructed on any lot in this subdivision unless and until the plans and specifications, including color schemes, have been submitted to, and approved by an Architectural Review Committee which shall initially consist of: i) a person or entity appointed by James Land Company, LLC who shall serve until removed by James Land Company, LLC; and ii) as long as Developer owns a lot, a person or entity appointed by Developer who shall serve until Developer no longer owns a lot. If such appointee declines to act, resigns, or is unable to act, James Land Company, LLC shall appoint a successor. If James Land Company, LLC fails to appoint a successor within fifteen (15) days after the previous appointee's service ends, a successor may be appointed by vote of the owners of not less than sixty percent (60%) of the lots in the subdivision. If the Architectural Review Committee fails to approve or disapprove any plans and specifications within fifteen (15) days after the same have been submitted in writing to the Architectural Review Committee (with receipt having been confirmed by the Committee), said plans

and specifications shall be deemed to have been approved. The Architectural Building Committee shall have full discretion in these matters, and its decisions shall be final and binding.

3. Minimum Floor Plan Space: The following shall be the minimum floor areas for homes to be constructed on a lot, exclusive of basement area, garage area and open porch areas:

- (a) Single story dwellings shall contain a minimum of 1550 square feet of floor space on the ground floor excluding breezeway or attached garage. All single story dwellings shall have an attached garage of not less than 484 square feet and not more than three (3) car stalls with a total square footage not to exceed 1250.
- (b) One and one-half story dwellings shall contain a total of at least 2000 square feet of finished living area on the first and second floors combined. Two story dwellings shall contain a total of at least 2200 square feet of finished living area on the first and second floors combined. All one and one-half story or two story dwellings shall have an attached garage of not less than 484 square feet and not more than three (3) car stalls with a total square footage not to exceed 1250.
- (c) All split-level homes shall have not less than 1800 square feet of living space excluding breezeway or attached garage. All split-level homes shall have an attached garage of not less than 484 square feet and not more than three (3) car stalls with a total square footage not to exceed 1250.
- (d) All bi-level homes shall have no level having less than 1200 square feet of living space excluding breezeway or attached garage. All bi-level homes shall have an attached garage of not less than 484 square feet and not more than three (3) car stalls with a total square footage not to exceed 1250.
- (e) No portion of any level which has its floor below grade will be considered living space except as may be permitted by the Architectural Review Committee. All homes other than bi-level must have a basement or crawl space.

4. Grading. It is the responsibility of lot owners to strictly adhere to and finish grade their lot in accordance with the Master Lot Grading Plan and any amendment thereto as approved by the Village Engineer on file in the office of the Village Clerk. If it is believed that any lot owner has violated the Master Lot Grading Plan, then the Architectural Review Committee and/or Village shall notify said lot owner of the alleged violation in writing. Said lot owner shall then have thirty (30) days to provide evidence, satisfactory to the Architectural Review Committee and/or Village that their lot is in compliance with the Master Lot Grading Plan. If the lot owners do not comply with the above requirement, then the Architectural Review Committee and/or Village and/or their agents, employees, or independent contractors shall have the right to enter upon said lot, at any time, for the purpose of inspection, maintenance or correction of any drainage condition, and the lot owner shall be responsible for the costs of the same, which may be specially charged or assessed against the owner's property.

5. Land use and building type. All use of the lots shall be restricted to single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any of the above lots other than as set forth herein. Only single-family residences of conventional construction shall be permitted. No more than

one residence per lot is allowed. No commercial activities of any kind are allowed. No used buildings or residences shall be moved onto any lot.

6. Basement/Footings. No slab house shall be allowed. All residential buildings, including garages, must have poured foundation and footings of at least four (4) feet in depth below grade. The maximum height of the house foundation may not be more than sixteen (16) inches above grade level.

7. Garages. See Paragraph 3.

8. Roof pitch. The roof pitch on all residences must be a minimum of 6/12 pitch, and the exterior design must be harmonious with the neighborhood. The pitch of any gables coming off the main roof may be less than 6/12 pitch.

9. Exterior. The exterior of residential structures must be completed before occupancy. At least thirty-three percent (33%) of the square footage of the front of any building shall be made of stone or brick material. Exterior structure colors shall be earth-tone or as otherwise approved by the Architectural Review Committee. *Bright, garish or gaudy exterior colors shall not be allowed.*

10. Operation and Parking of Vehicles. Snowmobiles, boats, trailers, semi tractors and trailers, mini-bikes, motorcycles, recreational vehicles, motor homes, campers, fish shanties or unlicensed, un-operable or junk vehicles shall not be operated on the lots or stored on the property other than inside the garage. This restriction is not applicable during the period of construction on the lot.

11. Construction time. All homes shall be completed within twelve (12) months after commencement of building and shall not be occupied prior to being completed. All lawns must be completed within one (1) year after occupancy. Lot owners must plant two (2) hardwood trees, with a trunk diameter of not less than two (2) inches, in the front yard, within twelve (12) months of purchase. Lot owners must plant an additional two (2) trees with a trunk diameter of not less than two (2) inches, between the sidewalk and curb within twelve (12) months of curb installation.

12. Storage or Utility Buildings/Outbuildings. As allowed by Village code, ordinance, and rules, one storage building or outbuilding shall be permitted per lot in the back yard, but such building must be the same architectural design as the residence, and must have the same roof design, roof material and siding material as the residence. No storage building or outbuilding may be greater than 400 square feet in size. Such storage building or outbuilding must be approved by the Architectural Review Committee.

13. Compliance with state and municipal codes; front set-back. Setback lines, side yard lines and building codes for any residence shall be in compliance with the recorded plat for the subdivision and all ordinances and regulations of Outagamie County, the Village of Harrison, and the State of Wisconsin. The front yard set-back shall be at least thirty-five (35) feet from the street. No person may alter any berm, tree, or perimeter fencing installed by the Developer.

14. Driveways. All driveways are to be hard surfaced, with concrete, within one (1) year of home occupancy.

15. Trash/Burning/Litter. All trash and waste shall be kept out of public view and in sanitary containers that shall not be aesthetically offensive or unsightly. There shall be no burning of any kind, including, but not limited to, leaves, upon any lot. No lot shall be used as a dumping ground for litter, unwanted stones, grass clippings, branches, garbage or other rubbish.

16. Antennas/Satellite Dishes. Radio and TV antennas are not allowed on the exterior of a building or on poles. Satellite dishes are allowed; however, they are not allowed in the front or on the roof of a building. Satellite dishes are to be kept to the side or rear of the home and hidden from view as much as possible. No antennas or dishes of any kind with a diameter of greater than three (3) feet are allowed.

17. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No wood burning stoves allowed as home heat source.

18. Animals. No animals, livestock, reptiles, birds, or poultry of any kind shall be raised, bred, or kept on any lot, except that two dogs and two cats per household may be kept inside the residence, provided they are not kept, bred or maintained for any commercial purpose. Nothing contained herein, however, shall be construed to permit the keeping of any dog or cat which, in any way, constitutes a nuisance or unreasonable inconvenience to neighbors. Pets must be on a leash or otherwise constrained when outside a residence. No pet cemeteries allowed.

19. Subdividing. None of the lots may be subdivided or partitioned.

20. Lighting. All outdoor lighting shall be ornamental. Any pole lighting shall be erected on ornamental poles. Flood lighting may be used provided it is not offensive to the neighboring properties or roadway.

21. Temporary Structures. No structure of a temporary nature, shanty or similar structure shall be permitted on any lot either temporarily or permanently. No structure other than a fully completed residence shall be occupied.

22. Lot maintenance. Lot owners are responsible for the maintenance of their lots before, during, and after construction. No trash or waste, weeds, woodpiles, or long grass is permitted. No building material shall be placed on any lot more than thirty (30) days prior to commencement of construction.

23. Growth and Debris. The owners of each improved lot shall keep said lot, together with all lands lying in road right-of-way between the lot and the traveled portion of all roads that abut the lot, mowed and attractive. No refuse pile, rubbish or unsightly objects shall be allowed to be placed or allowed to remain anywhere thereon; and in the event the owners shall refuse, upon written notification to keep the property free of weeds, underbrush, refuse piles or other unsightly growth or objects, then an appointee or agent of the Architectural Review Committee may enter upon said land and remove same at the expense of the owner, and such entry shall not be deemed as trespass. Lot owners must fully comply with Section 10.05 of the Village of Hortonville Code of Ordinances as it relates to the control of weeds and noxious weeds.

24. Mailboxes. Mailboxes shall be US Postal Service approved and be either beige or green.

25. Walls and Fences. Walls and Fences are generally not permitted but shall be permitted at the sole discretion of the Architectural Review Committee provided that they are no taller than six (6) feet and have been approved by the Village, as necessary. Lot owners must provide plans and specs to Architectural Review Committee for approval.

26. Pools. Above-ground pools are not allowed.

27. Encroachment. For purposes of these covenants, conditions and restrictions, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this paragraph shall not be construed to permit any portion of a building to encroach upon another lot.

28. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional real estate sign (or for sale by owner) and one professional builder sign no larger than five square feet advertising the property during the construction and/or sales period.

29. Survey. Prior to the issuance of a building permit for a specific lot, the Architectural Review Committee, lot owner, builder or contractor shall furnish to the Building Inspector of the Village a copy of the stake out survey showing the street grade in front of the lot, the finished yard grade, the grade of all four (4) corners of the lot, and the lot corner grades of the buildings on adjoining lots where applicable, as existing and as proposed. This obligation shall extend to the lot owner and builder.

30. Storage Tanks. No above ground or underground storage tanks shall be permitted.

31. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved and restricted as shown on the recorded plat. The easement area of each lot and all improvements on the lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The following uses, structures, and activities are prohibited in any easement: filling, grading and excavating; construction or placement of any building or structure; the cultivation of crops, fruits or vegetables; the planting of trees or shrubs; the dumping or disposing of ashes, waste, compost, fill or materials of any kind or nature; and the storage of vehicles, equipment, materials or personal property of any kind or nature.

32. Removal of Dirt. So long as Developer owns any lot in this subdivision, Developer reserves the right to direct the disposition of any dirt which is to be removed from any lot. At Developer's discretion, any excess excavated material may be the property of the Developer with no compensation to lot owners.

33. Clotheslines. No clothesline or laundry line of any kind whatsoever shall be located in any outdoor area on any lot unless it is of a temporary (or completely retractable) nature.

34. Severability. Invalidation of any of the conditions, covenants or restrictions, by judgment or court order, shall in no way affect any of the remaining conditions, covenants or restrictions, which shall remain in full force and effect.

35. Amendment. This Declaration may be modified, clarified, changed and/or amended at any time and in any manner by written declaration setting forth such modification, change, clarification and/or amendment, which has been executed by the owners of at least sixty percent (60%) of the lots in the subdivision, in such form as to allow it to be recorded in the Outagamie County Register's Office; provided, however, that such modification, change, clarification and/or amendment shall require the written approval, in recordable form, of Developer and/or James Land Company, LLC, so long as Developer and/or James Land Company, LLC (respectively) own any lot(s) in the subdivision; by way of clarification, approval shall not be required of Developer or James Land Company, LLC if the respective entity does not own any lot(s) in the subdivision. Further, so long as Developer or James Land Company, LLC own any property in the subdivision, Developer and/or James Land Company, LLC, acting together if both own any lot(s) in the subdivision or individually if only one owns a lot(s) in

the subdivision, shall be entitled to modify, clarify, change and/or amend the covenants, conditions and restrictions.

36. Enforcement. Enforcement shall be by proceedings at law or equity, against any person or persons violating or attempting to violate any condition, covenant or restriction, either to restrain such violation or to recover damages. Any lot owner or the Architectural Review Committee may enforce the provisions of this Declaration by proceedings in law or equity against any person, violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages or both, including attorney fees and court costs.

37. Relation to Public Regulations. Where the provisions of this Declaration impose greater restrictions than any statute, ordinance or rule, the provisions of this Declaration shall prevail. Where the provisions of any statute, ordinance or rule impose greater restrictions than this Declaration, the provisions of the statute, ordinance or rule shall prevail.

38. Terms. These conditions, restrictions any requirements are covenants running with the land, and shall become binding upon the grantors and grantees of the property herein, their respective heirs, executors, administrators and assigns, for the period of twenty (20) years from and after the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years, unless any instrument terminating or reducing the term is executed in accordance with this Declaration.

39. Miscellaneous Requirements.


- (a) Lot owners are required to pay impact fees, park fees, and obtain permits and approvals required for development of lots consistent with the Village's Ordinances and/or Resolutions; the Architectural Review Committee and Developer are not responsible for the same.
- (b) Lot owners are required to make every reasonable effort to minimize noise, dust and similar disturbances, recognizing that the lots are located near existing residences. Construction of improvements shall not begin before 7:00 a.m. during the weekdays and Saturdays, and 9:00 a.m. on Sundays.

IN WITNESS WHEREOF, Developer has executed this instrument as of the 20<sup>th</sup> day of July, 2017.

Van's Realty & Construction of Appleton, Inc.

  
by Jason C. Haen, its President

Subscribed and sworn to before me  
this 20 day of July, 20 17.

  
Notary Public, State of Wisconsin  
My commission expires: 5-14-2021

This document drafted by:  
Thomas S. Wroblewski, S.C.  
by Thomas J. Wroblewski  
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