

Document No.

**DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS FOR LAKEVISTA
NORTH ESTATES**

Return to and drafted by:
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Parcel Number

THIS DECLARATION ("Declaration") is hereby made this _____ day of _____, 2019 by Lakeview Estates, LLC, a Wisconsin limited liability company (hereinafter called the "Declarant") and the Lakevista North Estates Homeowners Association, Inc., a Wisconsin non-stock corporation.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Paragraph 1 of this Declaration, and desires to subject said real property to the covenants, conditions, easements and restrictions hereinafter set forth, all of which are binding upon the real property described and each owner thereof and every other party having any interest therein, and such covenants, conditions, easements and restrictions shall inure to the benefit of and pass with said real property.

NOW THEREFORE, Declarant hereby declares that the real property described in and referred to in Paragraph 1 hereof is held, transferred, sold, conveyed, used and occupied subject to this Declaration.

1. **Property.** That portion of the real property described on the Plat of Lakevista Estates, consisting of Lots 23 through 50 (referred to herein individually as "Lot" or together as "Lots") (collectively, the "Property"). A copy of the Plat of Lakevista Estates is more particularly set forth on Exhibit A attached hereto and incorporated herein. The Property shall be held, transferred, sold, conveyed, used and occupied subject to this Declaration (hereinafter, "Lakevista North Estates"). Lakevista North Estates is legally described as set forth on Exhibit B attached hereto and incorporated herein. Prior to the first conveyance by the Declarant of any Lot of Lakevista Estates, Declarant shall convey equally to the Association (defined herein), along with the Lakevista Single Family Estates Homeowners Association, Inc. ("Lakevista Single Family Estates Association") and the Lakevista Twindominium Estates Homeowners Association, Inc. ("Lakevista Twindominium Association"), Outlot 1 and Outlot 2, along with any other common areas of Lakevista Estates (collectively, the "Common Areas"), free and clear of all mortgages and encumbrances, excepting those easements and restrictions of record, and those easements and restrictions provided for herein, and such other matters affecting title as may presently exist other than liens or mortgages. Declarant shall have the right of use the Common Areas during the construction and sales period, whether before or after conveyance thereof to the Association, as may be reasonably necessary to erect buildings upon the Lots and to effect the sale of the same.
2. **General Purpose.** The Declarant desires to develop Lakevista North Estates as single-family residential subdivision. As provided herein, the Declarant desires and intends to establish a general plan to ensure adequate and reasonable development of Lakevista North Estates for the use and enjoyment of property owners; to encourage the construction of attractive improvements in appropriate locations; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to manage, repair and replace the entry treatment, utilities, drainage and storm water ponds; and in general to provide adequately for a type and quality of improvements in Lakevista North Estates which will mutually benefit all present and future Lot owners in Lakevista North Estates.
3. **Residential Use.** Each Lot shall be used for the construction of a single-family residence and related improvements authorized by this Declaration. No portion of a Lot may be used for any business or commercial purpose with the exception of a home office; provided such home office does not create business traffic within Lakevista Estates, and that there is no signage other than the signage authorized hereunder and the office is not used for meetings with clients, customers or other persons for business purposes. This Paragraph shall not apply to any Outlot or Lot used for storm water detention or retention purposes.
4. **Dwelling Size.** The floor area of the living space of the residence totally above the exterior finish grade, exclusive of open porches and garages, shall be not less than a ranch style residence, 1,350 square feet. A ranch style residence with a walk-out basement is permitted, but the floor area of the lower level shall not be counted for the purpose of this restriction.

5. **Garages.** The construction of each residence shall include not less than a standard two (2) car attached garage. No garage may be more than thirty-six (36) feet in width and must be constructed at the same time as the residence.
6. **Storage Buildings.** No temporary or permanent buildings shall be located on a Lot, except a single-family residence with an attached garage.
7. **Exterior of Buildings.** Any natural wood on the exterior of a residence (with the exception of cedar shake shingles) shall be stained with a non-transparent stain or painted within one (1) year of the commencement of the construction of the residence. No natural weathering exterior material, log or log siding shall be installed on any residence. No texture 1-11 hardboard or similar siding is permitted on any residence. The roof pitch of each residence shall be 5-12 or greater and all chimneys and exterior flues shall be enclosed. Any roof color other than an earth tone and any roof material other than asphalt or fiberglass shingles shall require the approval of the Architectural Control Committee. A minimum of twenty percent (20%) of the front of each residence, excluding doors and windows shall consist of brick, stone, no-maintenance shake or another similar material approved by the Architectural Control Committee.
8. **Fences.** No fence shall be constructed on any Lot.
9. **Location of Residence and Improvements.** The location of the residence and any other authorized improvements on the Lot shall comply with all setback requirements shown on the plat and imposed by applicable ordinances and regulations, unless a variance is received from the Architectural Control Committee and each municipality having zoning jurisdiction over the Lot.
10. **Pet Shelters.** Any dog, cat or similar pet shelters shall be located within the garage attached to the residence.
11. **Driveways and Approaches.** All driveways shall be surfaced with concrete or asphalt within one (1) year from the commencement of construction of the residence. An asphalt approach connecting the driveway to the finished street shall be installed within six (6) months after the installation of the finished street. A driveway culvert shall be installed under each driveway. The driveway culvert shall be sized in accordance with the approved drainage plan for the subdivision and shall have apron end section on each end.
12. **Antennas, Satellite Dishes and Other Equipment.** No ham radio antennas, radio towers or similar equipment shall be permitted on any Lot. No satellite television dish shall be located on any Lot, except one (1) satellite dish not exceeding twenty (20) inches in diameter installed as part of the residence. Said dish may not be in the front yard.
13. **Alternative Energy Devices.** No alternative energy devices, such as solar panels or sun collection devices, windmills or vertical wind turbans shall be allowed on any Lot.

14. **Above-Ground Pools/Spas.** No above-ground pools shall be permitted without the prior written approval of the Architectural Control Committee. An outside whirlpool tub or spa on a deck or patio adjacent to the residence is permitted.
15. **Completion of the Residence.** The residence shall be completed in accordance with the plans and specifications approved by the Architectural Control Committee within one (1) year from the commencement of construction. The residence shall be deemed to be completed when a final permit has been issued by the municipality having jurisdiction over the construction of the residence. A copy of the final permit shall be filed with the Architectural Control Committee to evidence compliance with this requirement. Lot owners are responsible for any damage to the streets, curbs, gutters and/or street trees caused by the Lot owner's contractor and for ensuring that the contractor consistently maintains the Lot and street areas free of waste and debris during construction.
16. **Excess Excavation Dirt.** The Architectural Control Committee shall have the right to elect to have any excess dirt from any excavation deposited on any Lot or proposed Lot with the subdivision designated by the Architectural Control Committee at no expense to the Architectural Control Committee or the Declarant. Small berms may be constructed on the Lot; provided that they do not interfere with drainage.
17. **Weed Control.** Prior to the installation of the lawn on the Lot, the Lot shall be mowed at least two (2) times per year. One of the mandatory mowings shall be between June 1st and June 15th and the second mandatory mowing shall be between August 1st and August 15th. Additionally, the Lot shall be maintained in compliance with Town of Algoma ordinances.
18. **Landscaping.** All Lots shall be graded immediately upon completion of construction of a residence and the grade shall thereafter be maintained to comply with the comprehensive grading plan for Lakevista Estates. The landscaping of each Lot shall be complete no more than twelve (12) months after the residence on the Lot is complete. All greenspace on the Lot must be landscaped using standard residential landscaping material and a conventional grass lawn. No natural areas shall be permitted, except existing wooded areas and other natural areas approved by the Architectural Control Committee. At least four (4) shade trees with a minimum diameter of at least two (2) inches shall be retained on the Lot or planted within the time period specified above. At least two (2) of the trees must be located between the residence and the street.
19. **Exterior Maintenance.** The owner of the Lot shall maintain the exterior of the residence and all driveways and sidewalks in a good state of repair and shall properly maintain all trees, shrubs and other landscaping. All grass clippings, fallen branches, brush and other yard waste shall be promptly removed from the Lot. No yard waste shall be placed on any Lot, Outlot or Common Areas. The owner of the Lot shall take reasonable precautions to avoid the transmission by surface water run-off of nutrients and pollutants such as pet waste, commercial fertilizers, herbicides, soil sediment and lawn clippings into any wetland or navigable waterway.

The Association shall enter into contracts for snow removal and lawncare for all Lots in the Association subject to reimbursement through assessments as provided for herein.

20. **Architectural Review.** In order to maintain the integrity and aesthetics of Lakevista North Estates, all building plans for any residence or other permitted improvement including, but not limited to, the exterior design and color of each building to be constructed, and all yard grades and stakeout surveys showing erosion control measures shall be submitted to the Architectural Control Committee and the Architectural Control Committee shall have approved the same in writing prior to Lot owner (or its agents or contractors) submitting an application for a building permit. In addition, landscape plans and basic site features such as fences, decks, additions and other temporary or permanent structures or elements contributing significantly to the total environmental and aesthetic effect of Lakevista North Estates are subject to the prior written approval of the Architectural Control Committee. The Architectural Control Committee's approval of building design, square footage, building location, and any other restriction influencing the integrity and aesthetics of Lakevista North Estates shall be based upon the building and use restrictions contained in this Declaration and such guidelines as may be adopted from time-to-time by the Declarant at Declarant's reasonable discretion. The Architectural Control Committee shall have the right to withhold exterior design, material and minimum square footage approval if the design is too similar in appearance or does not aesthetically conform with the other buildings in close proximity, it being the intent of the Architectural Control Committee to maintain diversity in appearance and design in Lakevista North Estates. Prior to application for a building permit, each Lot owner shall submit the following documents to the Lake View North Estates Architectural Control Committee c/o Randall Schmiedel and Eric Hoffmann, 230 Ohio Street, Suite 200, Oshkosh, WI 54902:

- a. Three (3) sets of drawings of the proposed residence showing, at a minimum: floor plans, elevations of all sides of the residence, exterior finishes, exterior colors (with color samples), roofing type (with color samples), landscaping, driveway location and size, exact location of the residence on the Lot;
- b. Three (3) sets of the proposed grading and landscaping plans for the Lot;
- c. A plat of survey showing the location of the home, driveways, and any other improvements to be made on the Lot to scale with dimensions and setback distances shown;
- d. Three (3) sets of architectural specifications for the above; and
- e. The address for mailing the written determination of the Architectural Control Committee.

All submissions shall contain sufficient detail as may be required by the Architectural Control Committee. The Architectural Control Committee shall review the plans submitted within thirty (30) days and render its written approval or rejection.

21. Easements and Storm Water Detention Facilities.

- a. Declarant reserves all easements for installation and maintenance of utilities and drainage facilities as shown on the recorded plat for Lakevista Estates or created by recorded easement agreements. In addition, easements for installation of cable TV, telephone, easements required by the governing municipality and other necessary utilities are reserved as shown on the recorded plat. No permanent structure shall be placed within the easement areas. The easement area of each Lot shall be maintained continuously by the Lot owner. Declarant and/or Association or its authorized agents or subcontractors are granted a perpetual right to construct, maintain, and replace within the Lakevista Estates the entry treatment at their respective locations, and is granted reasonable access for the purpose of maintenance of the same.
- b. The storm water detention facilities and drainage ways located within Lakevista North Estates (and adjoining property by easement rights) are owned by the Association (in conjunction with the Lakevista North Association and the Lakevista Twindominium Association and are part of the approved storm water drainage plan (the "Storm Water Detention Facilities"). The Association (in conjunction with the Lakevista Single Family Estates Association and the Lakevista Twindominium Association) shall be responsible for the maintenance of the Storm Water Detention Facilities to insure the facilities are able to operate in accordance with the approved drainage plan. In addition, the Association shall be responsible for compliance with the following, to which each Lot in Lakevista Estates is subject to: (1) the Town of Algoma ordinances, and (2) all recorded storm water and drainage easements.
- c. Upon failure of the Association(s) to perform the maintenance, repair or replacement of the Storm Water Detention Facilities, the Town of Algoma shall have the unqualified right to enter upon the Storm Water Detention Facilities, including Outlot 1 and Outlot 2, for inspection, maintenance or repair of the same, but has no duty or obligation to perform any of these actions. If the Town of Algoma exercises this right and performs necessary maintenance, repair or replacement of the Storm Water Detention Facilities, the cost of such activities shall be charged to the Association(s) and if not timely paid, may be assessed to the Lot owners or unit owners as a special charge against real estate pursuant to Wis. Stat. §66.0627(2).
- d. There shall be no swimming or wading within, depositing of organic materials, animals or other materials that could inhibit the facilities into, or use of any motorized floating or navigation upon any of the Storm Water Detention Facilities. Neither the Developer nor the Association shall be liable for costs, expenses, damages or injury incurred by anyone who violates these restrictions. Lot owners are solely responsible for abiding by all covenants and restrictions and will bear any costs, or damages or restitution necessary because of the actions of their guests or invitees.

22. **Underground Utilities.** All gas, electrical, telephone, television and other utilities lines or cables serving the Lots and the improvements located therein shall be laid underground.
23. **Signs.** No signs of any kind shall be displayed to the public view, except (a) signs used by the Declarant or its realtor to advertise the sale of Lots; (b) signs used by a builder to advertise newly constructed residences for sale; (c) one sign of not more than eight (8) square feet used by the owner of a Lot or a realtor to advertise the Lot and improvements for rent or sale; or (d) signs created and installed by the Declarant at the entryway to Lakevista Estates and Lakevista North Estates.
24. **Nuisances.** No noxious or offensive activity shall be carried on upon any of the Lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
25. **Burning Restriction.** No burning garbage or other refuse shall be permitted on any Lot, Outlot or Common Areas. The owner of a Lot may have a recreational fire on the Lot in a properly designed fire pit or fire container. The owner of a Lot may not have a fire on any Outlot, Common Areas or Lot not owned by that owner. All authorized burning on a Lot shall comply with any regulations or requirements established by the Architectural Control Committee and the municipality having jurisdiction over the Lot. The owner of a Lot shall be responsible for any damage caused by a fire originating on the Lot.
26. **Vehicle Restrictions.** No inoperable, partially dismantled, wrecked, junked, discarded or unlicensed motor vehicle shall be allowed to remain on any of the Lots outside of a building. No commercial vehicles other than a pickup truck or standard sized van may be parked on a Lot or the adjacent street on a regular basis. The intent of the restriction contained in the previous sentence is to prohibit the presence of cargo vans, box trucks, semi-tractors, dump trucks and other large commercial vehicles whose presence detracts from the residential nature of the subdivision.
27. **Outside Storage of Certain Items Prohibited.** No construction or similar equipment; mobile home; motor home or recreational vehicle; camper; removable camper top; trailer; fishing shanty; boat on a trailer; personal water craft on a trailer; snowmobile on a trailer; movable boat lift or other item of similar nature shall be permitted on any Lot, except in the garage of the residence.
28. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a maximum of two (2) domestic animals (dogs, cats or other normal household pets) may be kept on any Lot, provided they are not kept, bred or maintained for any commercial purpose. All dogs shall be kept in the residence (including a pet shelter within the garage of the residence) or within the fenced animal yard authorized by this Declaration when not on a leash or otherwise under the direct control of the owner. The person responsible for the pet shall collect and properly dispose of all animal waste deposited by the pet, including animal waste deposited on any Lot, Outlot or Common Areas.

29. **Garbage/Recyclables.** Garbage that is not recyclable shall be kept in properly covered containers or inside sealed plastic bags. Newspapers, cardboard and other recyclables shall be sorted, stored and disposed of in the manner required by applicable recycling rules and regulations. Garbage and recyclables shall not be placed on the curb more than twenty-four (24) hours prior to the designated pickup time and shall remain out of view from the street. All empty garbage cans and recycling containers shall be removed from the curb within twenty-four (24) hours of being emptied.
30. **Additional Lots.** Any additional Lots created by the conversion of any outlot to a residential Lot or Lots shall also be subject to this Declaration, including without limitation, the provisions related to the Association and the power of the Association to levy assessments.
31. **Construction Deposit.** At the time of closing on a Lot, a construction deposit in the amount of One Thousand and 00/100 Dollars (\$1,000.00) ("Construction Deposit") shall be collected from the Lot owner and held in an escrow account by Declarant. This Construction Deposit is required to assure compliance with the terms and conditions of this Declaration which deal with contractor cleanup, damage to street, curbs, or gutters, installation of the required items to the Lot and security that the owner and its contractors will take adequate measures to protect the Common Areas during the construction and landscape process. In the event the Lot owner is unable to obtain compliance of its contractors, fails to install the requisite Lot improvements, or damage occurs to the Common Areas, rendering cleanup, installation, repair or replacement necessary by the Declarant, such costs will be deducted from the Construction Deposit. In the event that no deductions are made or there is a balance remaining after any deduction, the balance of the Construction Deposit shall be returned to the Lot owner upon completion and first occupancy of the residence, within thirty (30) days of Lot owner's written request.
32. **Architectural Control Committee.**
- a. **Creation.** The Architectural Control Committee shall initially consist of two (2) persons: Randall Schmiedel and Eric Hoffmann. In the event of the death or resignation of any member of the Architectural Control Committee, Declarant shall have the right to designate a successor so long as Declarant shall own real estate within Lakevista North Estates. It is the express intent of Declarant that it shall appoint all of the members of the Architectural Control Committee until its ownership of real estate in Lakevista North Estates is fully relinquished. After Declarants' ownership has been relinquished, all members of the Architectural Control Committee shall immediately resign, and an election shall be had by the Lot owners to nominate and elect three (3) new members of the Architectural Control Committee. Each Lot in Lakevista North Estates shall have one (1) vote, regardless of the number of Lot owners. A simple majority of votes cast shall elect each member of the Architectural Control Committee. Declarant shall have the further right to increase the membership of and to fix rules of procedure for the Architectural Control Committee.

- b. **Procedure.** Each Lot owner shall file all plans, specifications, and other materials for the approval of any improvements of any Lot with the office of the Declarant, for referral to the Architectural Control Committee. A response in writing setting forth the decision of the Architectural Control Committee and reasons thereof shall thereafter be transmitted to the applicant by the Architectural Control Committee within thirty (30) days after the date of filing the plans, specifications, and other materials by the Lot owner. Builders and/or Lot owners are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications for approval. In the event the Architectural Control Committee fails to approve or disapprove in writing the proposed improvements within sixty (60) days after submission of the final plans, specifications and other material, as required in this Declaration, approval shall be deemed granted.

33. **Property Owners Association.**

- a. **Creation and Purposes.** The Lakevista North Estates Homeowners Association, Inc. (hereinafter referred to as the "Association") is hereby created and shall be an incorporated association of the Lot owners in Lakevista North Estates for the purpose of:
- i. Maintaining and promoting the desired character of Lakevista Estates.
 - ii. Managing, maintaining and controlling Common Areas for the purpose of preserving wetlands, open space and trees, the managing and maintaining drainage and storm water pursuant to recorded storm water and drainage easements, and for the managing, maintaining and controlling of storm water detention areas as provided herein.
 - iii. Managing, maintaining and controlling the entry treatment on Leonard Point Road or future entry treatments placed at any other future entry locations within Lakevista Estates.
 - iv. Managing, maintaining and controlling contracts for lawncare and snow removal for all Lots in Lakevista North Estates.
- b. **Initial Board/Term.** The Association shall be governed initially by a two (2) member Board of Directors, hereinafter referred to as the "Board", which shall be solely responsible for the activities of the Association. The initial members of the Board have been appointed by the Declarant and shall be Randall Schmiedel and Eric Hoffmann. Within three months of the date ninety-five percent (95%) of the existing Lots in Lakevista North Estates have been sold, the Declarant appointed members of the Board shall be replaced with three (3) Lot owners elected by a vote of the Lot owners, increasing the size of the Board to three (3) members. Declarant may relinquish or reassert all or any part of the rights provided to the Board or the Association at any time prior to the time Declarant owns less than ninety-five (95%) of the Lots in Lakevista North Estates. After the

initial term, the term of office of each Board member shall be two (2) years from the date of election. If any Board member shall die, resign, be unable to act or cease to be qualified, the unexpired term of such Board member shall be filled by special election of the Association.

- c. **Membership and Voting.** Declarant and every Lot owner in Lakevista North Estates shall be a member of the Association. Each Lot shall represent only one (1) vote, whether the Lot is owned singularly or jointly. There shall be no fractional votes.
- d. **Meetings.** All Board meetings shall be open to all Lot owners and shall be held upon not less than three (3) days prior written notice to all of the Lot owners. A majority of the Board members shall constitute a quorum. Actions of the Board shall be taken by majority vote. The Board shall call a meeting for all the Lot owners of the Association no less than once per calendar year.
- e. **Board Duties.** The Board shall have the following duties:
 - i. To provide for the maintenance of the entry treatment(s);
 - ii. To provide for lawncare and snow removal;
 - iii. To establish dates and procedures for the election of Board members;
 - iv. To promulgate operational procedures for the conduct of Association and Board business;
 - v. To enforce the terms, conditions and restrictions contained in this Declaration and recorded documents affecting Lakevista North Estates; and
 - vi. To establish and maintain an Architectural Control Committee subsequent to the initial Architectural Control Committee established and controlled by the Declarant. Such Architectural Control Committee shall consist of two (2) persons appointed by the Board. No Lot owner of a vacant Lot (except for the Declarant) shall have the right to serve on the Architectural Control Committee. Upon the delegation of the Declarant's authority under this Declaration, the Architectural Control Committee shall have all the rights and obligations of the Declarant.
- f. **Board Powers.** The Board shall have the following powers:
 - i. To take such action as may be necessary to cause the entry treatments and Common Areas to be maintained, repaired, landscaped (where appropriate) and kept in good, clean and attractive condition;

- ii. To enter into contracts and to employ agents, attorneys or others for purposes of discharging its duties and responsibilities hereunder;
 - iii. To levy and collect assessments in accordance with the provisions of this Declaration; and
 - iv. To take any other action which is incidental to or necessary for the Board to perform its duties and discharge its obligations under this Declaration.
- g. **Assessments.** The Board shall levy and collect assessments in accordance with the following:
- i. Each Lot shall be subject to a general annual charge or assessment ("General Assessment") equal to the pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations hereunder. The pro rata share of a Lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be all of the Lots in Lakevista North Estates. Said costs shall include, but not be limited to: taxes, insurance, repairs, plantings, replacements and additions to the improvements made to the Common Areas; equipment, materials, labor, management and supervision thereof; and all costs for the Association reasonably incurred in conducting its business and enforcing the terms, conditions and restrictions contained in this Declaration. The Board shall also have the power to levy a special assessment ("Special Assessment") against any individual Lot owner for the failure of such Lot owner to: maintain its Lot in accordance with the reasonable standard of Lakevista North Estates; and/or, to comply with the terms, conditions and restrictions contained in this Declaration. General Assessments and Special Assessments are sometimes collectively referred to as "Assessments."
 - ii. Assessments related to the Storm Water Detention Facilities and entry treatments jointly owned with the Lakevista Single Family Estates Association and the Lakevista Twindominium Association shall be collected and delivered to the Lakevista North Association by the Board and the Lakevista North Association shall arrange for payment of the assessment. The pro rata share of the costs related to the Storm Water Detention Facilities and entry treatments of a Lot in the Lakevista North Association shall be a fraction, the numerator of which shall be the number of dwelling units on a Lot and the denominator of which shall be the total number of dwelling units in Lakevista Estates.
 - iii. Assessments shall be approved at a duly convened meeting of the Board.
 - iv. Written notice of an Assessment shall be personally delivered to each Lot owner or delivered by regular mail addressed to the last known address of such Lot owner.

- v. Assessments shall be due and payable on or before thirty (30) days after the mailing or personal delivery of the notice.
- vi. Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, and such unpaid Assessments and the interest thereon shall constitute a continuing lien on the real estate against which it was assessed until the Assessments have been paid in full. The Assessments and interest thereon shall also be the personal obligation of any current or subsequent Lot owner against which the Assessment was made.
- vii. The Board may record a document with the Register of Deeds in Winnebago County, Wisconsin, giving notice of a lien for any such unpaid Assessment and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney's fees relating to any such document or the collection of an Assessment shall be borne by the respective Lot owner.
- viii. Upon application by a Lot owner, any Board member may, without calling a Board meeting, provide to such Lot owner a statement in recordable form certifying (1) that the signer is duly elected or appointed Board member, and (2) as to the existence of any unpaid assessments or other amounts due the Association. Such statement shall be binding upon the Association and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding Assessments or other amounts due to the Association.
- ix. Any lien for Assessments may be foreclosed by a suit brought by the Board, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property. The delinquent Lot owner shall be responsible for all of the Association's costs in collecting the Assessments, including, but not limited to, attorney's fees.
- h. **Limitations.** During the initial term of the Board, the Board shall not have the power to make improvements to the Common Areas in addition to those in existence ("Additional Improvements") without the written approval of Declarant. After the initial term, the Board shall not have the power to make Additional Improvements costing in excess of Five Thousand and 00/100 Dollars (\$5,000.00) without the consent of seventy percent (70%) of the then-current Lot owners.
- i. **Board Liability.** Members of the Board shall not be liable for any action taken by them in the good faith discharge of their duties, even if such action involves a mistake of judgment or negligence. The Association shall indemnify and hold the members of the Board harmless from and against any and all costs or expenses,

including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

- j. **No Waiver.** Failure of the Association or the Board to enforce any term, covenant, condition or restriction contained in this Declaration, shall not be deemed to be a waiver of the right to do so or an acquiescence to that violation or any subsequent violation.

34. **General Provisions.**

- a. **Duration of Declaration.** This Declaration and any amendments shall be in force for a term of twenty (20) years from the date the Declaration is recorded. Upon the expiration date of such initial twenty (20) year term or any extended term as provided herein, this Declaration shall be automatically extended for a successive term of ten (10) years, unless prior to the end of the then current or extended term a Notice of Termination is executed by the Lot owners and mortgagees of at least seventy percent (70%) of all Lots in Lakevista North Estates, is consented to by the Town of Algoma and is thereafter recorded in the Office of the Register of Deeds of Winnebago County. In the event the Town does not consent to the termination, it will provide its reasons for doing so and allow the Lot owners and mortgagees the ability to address the Town's concerns.
- b. **Storm Water Detention Facilities Obligations are Perpetual.** The obligations of the Association(s) to maintain, repair or replace the Storm Water Detention Facilities are perpetual and shall not be altered by the termination or amendment of this Declaration, unless the Town of Algoma agrees to the same in a recorded writing. In the event the Association dissolves or ceases to act, and the Town of Algoma performs necessary maintenance, repair or replacement of the Storm Water Detention Facilities, the cost of such activities may be assessed to the Lot owners or unit owners as a special charge against real estate pursuant to Wis. Stat. §66.0627(2).
- c. **Binding Effect and Enforcement.** This Declaration shall run with the land and bind Declarant, its successors, agents or assigns, Association, and any and all Lot owners. The Declarant, Association, or any Lot owner(s) shall have the right to enforce all of the terms, conditions and restrictions contained herein. Any Lot owner violating the terms, conditions or restrictions contained in this Declaration shall be personally liable for and shall reimburse all costs and expenses, including attorneys' fees, incurred by the Declarant, Association, or any other Lot Owner(s) in enforcing the terms, conditions and restrictions contained in this Declaration. Any Lot owner who causes or allows any improvement or improvements to be constructed, installed, placed or altered on its Lot without first obtaining the prior written approval of the Architectural Control Committee shall, at the Architectural Control Committee's discretion, be required to remove such improvement or improvements in their entirety at the Lot owner's expense. The foregoing shall be in addition to any other rights or remedies which may be available to the Declarant or Association.

- d. **Amendment.** Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by Lot owners having at least seventy percent (70%) of the votes in the Association; however, that any such action must also be approved in writing by the Declarant so long as it shall be a Lot owner. In the event a proposed amendment to the Declaration alters the Storm Water Facilities in any way, consent of the Town of Algoma shall be required. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded and shall be effective upon recording in the office of the Register of Deeds for Winnebago County, Wisconsin.
- e. **Effect on Mortgages.** All covenants, liens and other provisions set forth in this Declaration shall be subject to and subordinate to all mortgages, land contracts or deeds of trust in the nature of a mortgage, encumbering any of the Lots in Lakevista North Estates. The terms of this Declaration shall not supersede or in any way reduce the security or affect the validity of any such mortgage, land contract or deed of trust in the nature of a mortgage.
- f. **Declarant's Assignment of Rights and Duties to Association.** In its sole discretion, Declarant reserves the right to assign any or all of the rights, privileges, easements, powers, and duties herein to the Association. Such assignment shall be in writing and shall relieve and discharge Declarant from every duty assigned to the Association.
- g. **Address Notification.** Each Lot owner shall file their correct mailing address with the Declarant and/or the Association and shall notify the Declarant and/or Association promptly in writing of any subsequent change of address. A written or printed notice, deposited in a United States Post Office, postage prepaid, and addressed to any Lot owner at the last address filed shall be sufficient and proper notice to the Lot owner whenever notices are required. Unless otherwise specified herein, all communications to Declarant shall be in writing and shall be forwarded to the attention of Randall Schmiedel or Eric Hoffmann at 230 Ohio Street, Suite 200, Oshkosh, WI 54902.
- h. **Conflicts.** In the event any covenant or provision of this Declaration is in conflict with any law, regulation or ordinance of the Town of Algoma or any other governmental authority, such law, regulation or ordinance shall control and supersede said covenant or provision of this Declaration. All remaining covenants and provisions of this Declaration shall remain valid and in effect.

{signature page follows}

IN WITNESS WHEREOF: the undersigned has caused this Declaration to be executed on this _____ day of _____ 2019.

LAKEVIEW ESTATES, LLC

LAKEVISTA NORTH ESTATES
HOMEOWNERS ASSOCIATION, INC.

By: _____
Eric W. Hoffmann – Member

By: _____
Eric W. Hoffmann – Board Member

By: _____
Randall Schmiedel – Member

By: _____
Randall Schmiedel – Board Member

**EXHIBIT A
PLAT OF LAKEVISTA ESTATES**

**EXHIBIT B
LEGAL DESCRIPTION**