

1485360

RESTRICTIVE COVENANTS

DOCUMENT NUMBER

Forest Ridge Subdivision

**OUTAGAMIE COUNTY
RECEIVED FOR RECORD**

SEP 11 2002

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

Record & return to:
Carow Land Surveying Co., Inc.
1837 W. Wisconsin Avenue
Appleton, WI 54914 C986.33-02

*pd
2900*

PARCEL IDENTIFICATION NUMBER

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF FOREST RIDGE SUBDIVISION**

THIS DECLARATION is made on August 16, 2002, by Jon C. Hohman,
hereinafter called the Developer.

WITNESSETH:

WHEREAS, the Developer is the owner of the real estate located in the Plat attached hereto as Exhibit A, hereinafter referred to as Forest Ridge Subdivision, which has been subdivided into lots and desires to file for record and to subject each lot of the subdivision to conditions, covenants and restrictions for the benefit of the subdivision as a whole and for the benefit of each owner of a lot in the subdivision;

NOW, THEREFORE, the Developer declares that the following conditions, covenants and restrictions are intended to be running covenants, burdening and benefiting the Lots and owners and owners, successors and assigns.

1. PURPOSE. The purpose of these covenants is to ensure the use of property for attractive residential purposes only, to prevent nuisances, to prevent impairment of the attractiveness of the property, to regulate the use and appearance of the community, and thereby to secure to each site owner the full benefit and enjoyment of their home, with no greater restriction on the free and undisturbed use thereof than is necessary to ensure the same advantages to the other site owners.
2. LAND USE AND BUILDING TYPE. No lot in the subdivision shall be used for any purpose other than single-family residential purposes.
 - (a) All dwellings shall have no less than a 3-car garage attached to the main dwelling. They shall further have a detached garage with a building style similar to the primary building preferably with a side entrance.
 - (b) All dwellings shall have a roof pitch of not less than 7/12 on the main roof lines.
 - (c) The developer will provide each lot owner with a mailbox when a building permit is issued. Any replacement mailboxes must be similar to the original mailbox in size, color and design and will be placed at the expense of the lot owner.
3. ARCHITECTURAL CONTROL. No dwelling or other structure, swimming pool, fence or additions to the foregoing which may have previously been approved may be erected on a lot in this subdivision until the plans and specifications have been submitted to and approved in writing by the architectural control committee. For purposes of these restrictions, a structure shall be defined as any items for which a building permit is required from the Town of Dale prior

to construction or installation. Any subsequent remodeling or renovation shall comply with the design standard set forth herein. There shall be no above ground swimming pools. All plans and specifications shall be delivered to the architectural control committee for approval. A preliminary plan with an outside sketch shall be first submitted to the architectural control committee for preliminary approval. The committee will have 21 days from receipt of the preliminary plan to respond to it or the general style of architecture shall be deemed to have been approved. Final plans and specifications shall also be submitted to the architectural control committee. The final plans shall be submitted before any work is commenced on the building and shall be acted upon by the architectural control committee within two weeks of receipt unless the committee elects to extend the time period by 10 days. Failure to act within the deadline shall constitute approval of the plans. When submitting plans for final approval, the owners shall provide the architectural control committee with a full set of blueprints showing exterior elevations, interior floor plans, including square footage and site plans. All changes to any such plans shall also be submitted for approval.

The architectural control committee shall also have the right to approve all landscape plans and plans for any accessory buildings. The same deadlines shall apply to these approvals as apply to the construction of the principal home.

4. SETBACK LINES. Setback lines shall conform to local zoning regulations except that the architectural control committee may, in promoting overall harmony, establish other requirements in addition to such regulations.
5. MINIMUM FLOOR AREA AND DESIGN. All structures to be erected in the subdivision shall be of pleasing and harmonious exterior design. Any dwelling which fails to conform to the following specified minimum areas shall not be permitted on any lot. The square footage of the main structure, exclusive of open porches, breezeways and garages shall not be less than:

Dwelling Type

One story above grade 2100 square feet, minimum with 10 foot high entrance visible from the street.

Story and a half above grade 2500 square feet, minimum with no less than 1500 square feet on the first floor.

Two story above grade 3000 square feet, minimum with no less than 1500 square feet on the first floor.

No split, bi-level or tri-level dwellings shall be constructed.

100% masonry on front of all one-story, story and a half, and two story homes which shall include stone, brick or a stucco style

6. BASEMENT. All homes shall have either basements or standard four-foot footing walls.
7. GRADE. No structure, lawn or culvert shall be constructed or installed until proper grades for each have been set in accordance with the approved drainage plan for Forest Ridge by Carow Land Surveying, a licensed firm in the State of Wisconsin, the cost of which shall be borne by the Lot owner.
8. DRAINAGE. No lot owner shall block, dam, or otherwise obstruct the flow of surface water drainage so as to cause such water to backup onto the Lot of another property owner or so as to restrict the use or enjoyment of any other Lot by any other Lot owner. Each Lot owner, as a part of the post home construction finish grading/landscaping is responsible for bringing their Lot into specific compliance with the approved subdivision drainage plan. Culverts by Lot purchaser.
9. PRE-CONSTRUCTION MAINTENANCE. The owner of any lot is required to perform all necessary maintenance and upkeep of the Lot. No trash, waste, brush, weeds or long grass shall be permitted.
10. CONSTRUCTION SITE MAINTENANCE. At the conclusion of each day, the site shall be maintained to the Architectural Control Committee's reasonable satisfaction in a neat and orderly manner. Construction debris shall be contained at all times in some manner as well to prevent such material from blowing onto neighboring properties and/or roads.
11. FILL. Developer reserves the right to direct the disposition of any fill, including excess excavation material which is to be removed from any lot, at the lot owner's expense. However, such disposition if directed by Developer shall be within a one-mile radius of the lot from which it is being removed. If Developer does not require specific disposition of any excess fill the Lot owner shall be responsible to locate a site for such disposition and pay all costs associated therewith.
12. COMPLETION OF HOME. All finish grade and seed must be completed within 12 months after occupancy.
13. DRIVEWAYS. All owners of dwellings shall, within one (1) year of completion, install a hard surface driveway of stable and permanent construction extending from the garage to the lot line. Until such time that the street is permanently paved the owner will be required to maintain a temporary asphalt apron.
14. REMOVAL OF TREES. The owner shall cut the absolute minimum number of trees necessary to accommodate the proposed construction.

15. TYPES OF STRUCTURES. No used buildings shall be moved onto any lot.
16. ACCESSORY STRUCTURES. No exterior accessory structure, including but not limited to swing sets, hot tubs, kennels, and similar structures, except basketball hoops and poles, shall be permitted forward of the rear line of the residence.
17. TEMPORARY STRUCTURES, OUTBUILDING OR TRAILERS. Except as may be authorized by Developer, no structures of a temporary nature, nor trailers, tents, shacks, barns or similar structures shall be permitted on any lot either temporarily or permanently. No structure other than a completed residence shall be occupied. Recreational vehicles, snowmobiles, boats, trailers, minibikes/four wheelers, fishing shanties, etc. must be stored inside buildings.
18. SIGNS. No sign of any kind shall be displayed to the public view on any Lot except one name, profession, or address sign of not more than one square foot and one sign of not more than six square feet advertising the property during the construction and sales period, except that Developer may utilize signs of any size and quantity for advertising properties in said subdivision for sale.
19. ANTENNAS. Satellite dishes not visible from the street shall be permitted on each lot in the subdivision. All other antennas must be contained within the home and not mounted on the roof.
20. DIVISION OF LOTS. No originally platted lot shall be subdivided. Not more than one residence shall be placed, erected or constructed upon any lot. It shall be permitted, however, to combine three lots and subdivide them into two lots, both of which are larger than any of the original three lots.
21. UNLICENSED VEHICLES AND SALVAGED MATERIALS. No unlicensed vehicles, junk yards or storage areas for automobiles or other salvage material of any nature shall be permitted on any Lot or combination of lots within the subdivision.
22. COMMERCIAL BUSINESSES. Except as may be permitted by local zoning regulations and as authorized by the Architectural Control Committee, no commercial business shall be allowed or conducted at any time from any lot or combination of lots within the subdivision
23. TRASH. All trash and waste shall be kept in sanitary containers. No sanitary container is to be put outside of any dwelling sooner than the day before regularly scheduled pick-up.
24. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an unreasonable

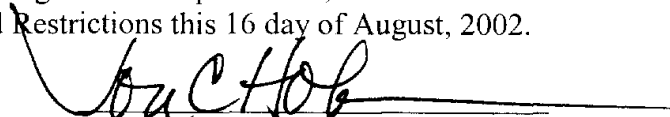
annoyance or nuisance to other lot owners or occupants of dwellings in the Subdivision.

25. ZONING, HEALTH AND OTHER LAWS AND REGULATIONS. All zoning, health and other laws, ordinances and regulations promulgated by governmental agencies having jurisdiction over the subdivision shall be strictly observed and complied with.
26. BERMS, FENCES, SIGNAGE. In the event Developer constructs a berm, fence, and/or subdivision identification signage along/upon selected lots in the subdivision, neither current nor subsequent owners of these lots shall alter such berms, the plantings on them, or any fence or signage that may be erected upon it, or elsewhere in the Subdivision. All owners of these Lots shall maintain the portion of the fence and/or signage on their Lot to the reasonable satisfaction of Developer, so long as Developer shall own any lot in this subdivision and thereafter to the satisfaction of the architectural control committee.
27. ANIMALS. No animals, except customary household pets, shall be kept, bred or raised on any lot in this subdivision. Pets shall not be allowed to roam either freely or on a leash upon other owners' properties. Pet noises shall be curtailed to avoid unreasonable annoyance to neighboring property owners.
28. VARIANCE. Variations in any of these covenants may be permitted by the architectural control committee where it is reasonably satisfied that such variations will be pleasing and generally in keeping with adjacent properties and not be a detriment to the subdivision as a whole.
29. ENFORCEMENT. The developer, architectural control committee and/or the owners benefited by this Declaration may enforce these conditions, covenants and restrictions using any available legal or equitable remedies including, by way of example only, affirmative or restrictive injunctions. In the event of litigation to enforce these conditions, covenants and restrictions, the non-performing party or the party violating any of the conditions, covenants and restrictions shall reimburse the developer, architectural control committee and/or owners for all out-of-pocket expenses (including actual attorney fees and court costs) incurred in successfully enforcing these conditions, covenants and restrictions.
30. TERM. Except as provided in the amendment paragraph, the conditions, covenants and restrictions herein contained shall be in effect for a term of twenty (20) years from the date this Declaration is signed, after which time they shall automatically be extended for successive periods of ten years unless an instrument executed by the Board of Directors terminating or reducing this term has been approved by 75 % of the members of the Association.

31. AMENDMENT. These covenants may be amended, waived by the execution and recordation in the office of the Register of Deeds, Outagamie County, Wisconsin, of any instrument executed by not less than two-thirds (2/3) of the lot owners, provided that so long as the developer is the owner of any lot or property affected by these covenants, or amendment thereto, no such amendment, waiver or removal will be effective without developer's prior written consent, in recordable form. Further, so long as Developer owns at least 20 lots in the subdivision, developer shall by itself alone, be entitled to amend, waive or remove any or more of said conditions, covenants and restrictions.

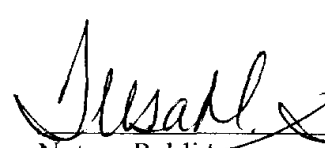
32. INVALIDITY OF ANY COVENANTS. Should any one of these conditions, covenants and restrictions for any reason be declared invalid, such declaration shall not effect the validity of the remaining covenants, which remaining covenants shall remain in full force and effect as if these covenants had been executed with the invalid portion thereof eliminated.

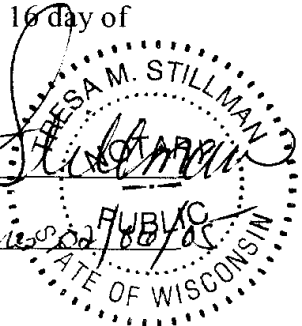
IN WITNESS WHEREOF, the undersigned, being the Developer herein, has executed This Declaration of Covenants, Conditions and Restrictions this 16 day of August, 2002.


Jon C. Hohman

STATE OF WISCONSIN
OUTAGAMIE COUNTY

The foregoing instrument was acknowledged before me this 16 day of August, 2002, by Jon c. Hohman.


Notary Public
My commission expires 02/08/05

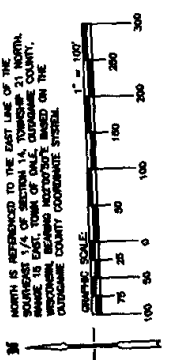
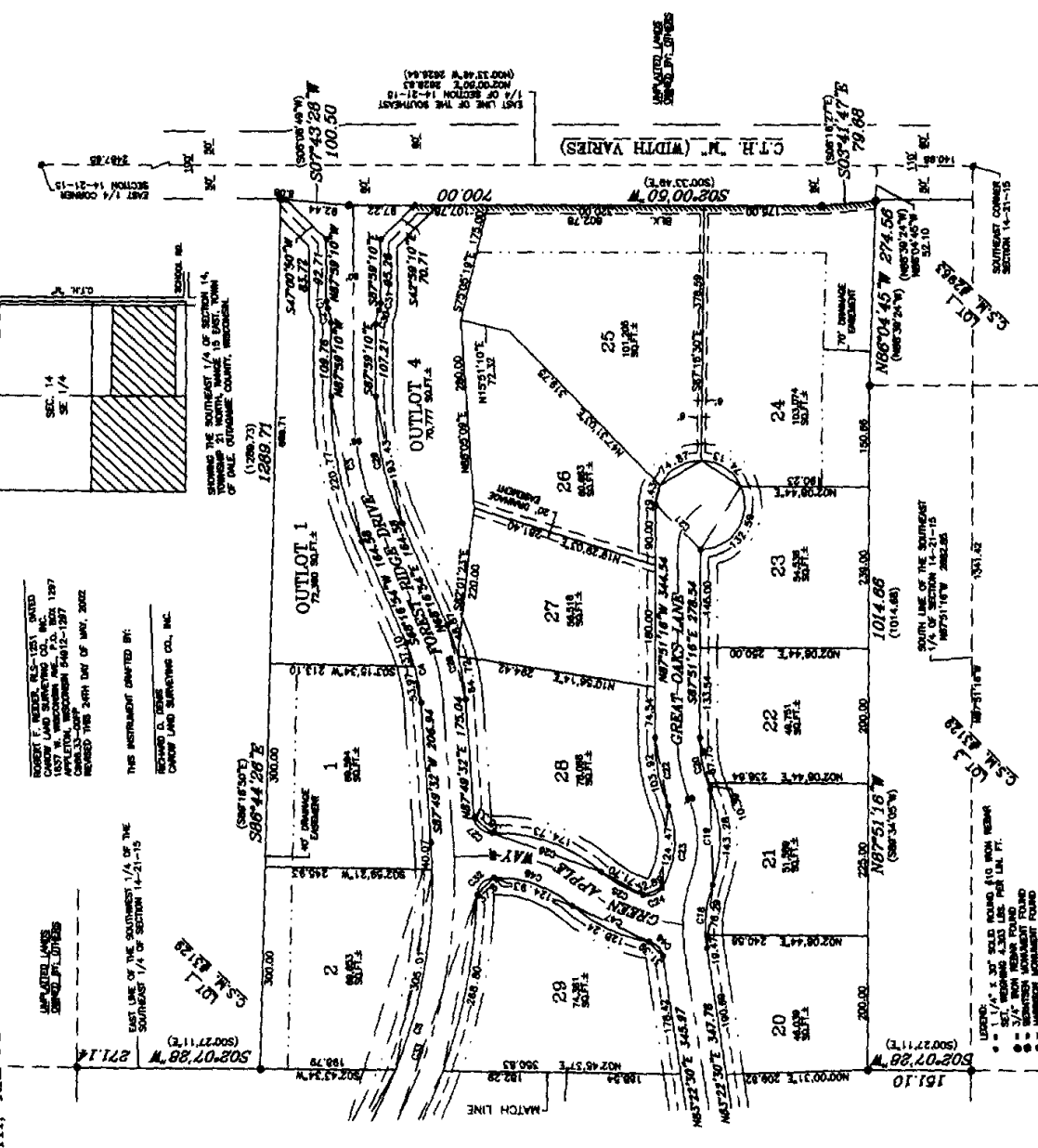


This instrument drafted by Bruce Chudacoff, Attorney.

EXHIBIT "A"

FOREST RIDGE
 BEING ALL OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 3129 AS RECORDED IN VOLUME 16 OF CERTIFIED SURVEY MAPS ON PAGE 3129 AND ALL OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 15 EAST, TOWN OF DALE, OUTAGAMIE COUNTY, WISCONSIN.

CHAINED LINE	BEARING	LENGTH	BEARING	LENGTH	BEARING	LENGTH	BEARING	LENGTH
C1	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C2	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C3	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C4	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C5	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C6	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C7	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C8	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C9	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C10	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C11	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C12	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C13	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C14	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C15	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C16	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C17	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C18	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C19	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C20	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C21	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C22	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C23	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C24	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C25	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C26	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C27	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C28	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C29	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C30	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C31	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C32	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C33	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C34	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C35	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C36	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C37	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C38	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C39	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C40	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C41	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C42	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C43	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C44	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C45	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C46	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C47	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00
C48	S00°00'00"E	150.00	N89°59'59"W	100.00	S00°00'00"E	150.00	N89°59'59"W	100.00



- 3/4\" x 3/4\" SIZED RODS 1/16\" DIA. NESH
- 5/16\" SIZED RODS PER DAT. PT.
- S.S. MARKERS
- BOUNDARY MARKERS FOUND
- BOUNDARY MARKERS FOUND
- NO ACCESS ALLOWED
- 1\" = 100'
- 3/4\" x 2\" SIZED RODS 1/16\" DIA. NESH SET BY...
- ALL OTHERS FOUND AND REFERRED TO THE...
- NEAREST 0.01 FOOT
- ALL BEARINGS COMPUTED AND MEASURED TO THE...
- NEAREST SECOND
- DENOTES 25' BUILDING SETBACK LINE
- DENOTES 15' UNLIT EASEMENT UNLESS NOTED OTHERWISE

**OUTAGAMIE COUNTY
RECEIVED FOR RECORD**

JUN 11 2003

AT 1:10 O'CLOCK A.M. P.M.
JANICE FLENZ
REGISTER OF DEEDS

Atty. Bruce Chudacoff

*pd
1300*

AMENDMENT TO DECLARATION OF COVENANTS

The Declaration of Covenants, Conditions and Restrictions of Forest Ridge Subdivision is amended in paragraph 2(a) to read as follows:

“All dwellings shall have no less than a 3-car garage attached to the main dwelling. The garage must be a side-facing garage unless a variance is approved by the Architectural Control Committee. Dwellings may also have a detached garage with a building style similar to the primary dwelling. The garage must be a side-facing garage unless a variance is approved by the Architectural Control Committee.”


This Declaration affects title to the premises described in Exhibit A attached hereto, known as Forest Ridge Subdivision.

Dated this 4 day of June, 2003.


Jon Hohman, Developer

AUTHENTICATION

Signature: Jon Hohman
authenticated this 4 day of June, 2003.


Bruce Chudacoff

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

This instrument drafted by Bruce Chudacoff, Attorney



1837 West Wisconsin Ave
P.O. Box 1297
Appleton, Wisconsin 54912-1297
Phone (920) 731-4168
Fax (920) 731-5673

LEGAL DESCRIPTION:

BEING ALL OF LOT 2 OF CERTIFIED SURVEY MAP NUMBER 3129 AS RECORDED IN VOLUME 16 OF CERTIFIED SURVEY MAPS ON PAGE 3129 AND ALL OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ AND PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼, ALL BEING LOCATED IN SECTION 14, TOWNSHIP 21 NORTH, RANGE 15 EAST, TOWN OF DALE, OUTAGAMIE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 14; THENCE N02°00'50"E (RECORDED AS N00°33'49"W), 140.98 FEET ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SECTION 14 TO A POINT ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 2 OF CERTIFIED SURVEY MAP NUMBER 3129. THENCE N86°04'45"W (RECORDED AS N88°39'24"W), 52.10 FEET ALONG SAID EASTERLY EXTENSION TO A POINT ON THE WEST RIGHT OF WAY LINE OF C.T.H. "M" AND THE POINT OF BEGINNING; THENCE CONTINUING N86°04'45"W (RECORDED AS N88°39'24"W), 274.56 FEET ALONG A SOUTH LINE OF SAID LOT 2; THENCE N87°51'16"W (RECORDED AS S89°34'05"W), 1014.66 FEET (RECORDED AS 1014.88 FEET) ALONG A SOUTH LINE OF SAID LOT 2 TO A POINT ON THE EAST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 14; THENCE S02°07'28"W (RECORDED AS S00°27'11"E), 151.10 FEET ALONG SAID EAST LINE TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST ¼ OF SECTION 14; THENCE N87°51'16"W, 1341.43 FEET ALONG SAID SOUTH LINE TO THE SOUTH ¼ CORNER OF SECTION 14; THENCE N02°14'04"E, 1321.88 FEET ALONG THE WEST LINE OF THE SOUTHEAST ¼ OF SECTION 14 TO A POINT ON THE NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 14; THENCE S87°41'33"E, 1338.88 FEET ALONG SAID NORTH LINE TO A POINT ON THE EAST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 14; THENCE S02°07'28"W (RECORDED AS S00°27'11"E), 271.14 FEET ALONG SAID EAST LINE TO A POINT ON THE SOUTH LINE OF LOT 1 OF SAID CERTIFIED SURVEY MAP NUMBER 3129; THENCE S86°44'26"E (RECORDED AS S89°18'50"E), 1289.71 FEET (RECORDED AS 1289.73 FEET) ALONG SAID SOUTH LINE TO A POINT ON THE WEST RIGHT OF WAY LINE OF C.T.H. "M"; THENCE S07°43'28"W (RECORDED AS S05°08'49"W), 100.50 FEET ALONG SAID WEST RIGHT OF WAY LINE; THENCE S02°00'50"W (RECORDED AS S00°33'49"E), 700.00 FEET ALONG SAID WEST RIGHT OF WAY LINE; THENCE S03°41'47"E (RECORDED AS S06°16'27"E), 79.88 FEET ALONG SAID WEST RIGHT OF WAY LINE TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2,901,929 SQUARE FEET (66.6191 ACRES) OF LAND MORE OR LESS.

1724749

Recorded
SEP. 12, 2006 AT 10:05AM
OUTAGAMIE COUNTY
JANICE FLENZ
REGISTER OF DEEDS
Fee Amount: \$11.00



Atty. Bruce Chudacoff

11.00
①

AMENDMENT TO THE DECLARATION OF COVENANTS

The Declaration of Covenants, Conditions and Restrictions of Forest Ridge Subdivision is amended in paragraph 6 to read as follows:

“Minimum Floor Area and Design: The square footage of the main structure, exclusive of open porches, breezeways and garages shall be not less than

<u>Dwelling Type</u>	<u>Minimum Square Footage</u>
1-Story	2500 sq. ft. above grade
Story and a half	2800 sq. ft. above grade
2-Story	3000 sq. ft. above grade
Split levels	3000 sq. ft. above grade”

These restrictions affect the following lots: 3, 4, 5, 9, 11, 12, 24, 25, 26, 27, 29 and 30, Forest Ridge Subdivision, Town of Dale, Outagamie County, Wisconsin.

Dated this 1 day of September, 2006.

This amendment affects covenants that were recorded in Document No. 1485360.

DEVELOPER:

Jon C. Hohman

Barbara J. Hohman

AUTHENTICATION:

Signatures: Jon C. Hohman and Barbara J. Hohman

Authenticated on 9-1, 2006

*TITLE: Member State Bar of Wisconsin

BRUCE CHUDACOFF

This instrument drafted by:
Bruce Chudacoff, Attorney

2022846

Recorded

August 20, 2014 11:28 AM

OUTAGAMIE COUNTY
SARAH R VAN CAMP
REGISTER OF DEEDS

Fee Amount: \$30.00
Total Pages: 24

Amended and Restated Covenants
Conditions and Restrictions

Document Number

Document Title

Forest Ridge Subdivision
Town of Dale
Outagamie County, Wisconsin

This Amendment and Restatement affects covenants that were recorded in Document No. 1485360 and previously amended in Document No. 1550190 and Document No. 1724749.

This instrument was drafted by:

Richard D. Orr
Attorney at Law

Recording Area

Name and Return Address

Richard D. Orr
Attorney at Law
213 East Lincoln Street
Appleton, WI 54915-1725

24

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document

WRDA Rev. 12/22/2010

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF FOREST RIDGE SUBDIVISION
TOWN OF DALE, OUTAGAMIE COUNTY, WISCONSIN**

THIS DECLARATION is made by the undersigned owners of 28 of 39 lots in Forest Ridge Subdivision.

WHEREAS, the owners of the real estate located in the Plat of Forest Ridge Subdivision, which has been subdivided into lots, desire to file for record and to subject each lot of the subdivision to conditions, covenants and restrictions for the benefit of the subdivision as a whole and for the benefit of each owner of a lot in the subdivision;

NOW, THEREFORE, the owners declare that the following conditions, covenants and restrictions are intended to be running covenants, burdening and benefiting the Lots and owners and the owners' successors and assigns.

- 1. PURPOSE.** The purpose of these covenants is to ensure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent impairment of the attractiveness of the property, to regulate the use and appearance of the community, and thereby to secure to each site owner the full benefit and enjoyment of their home, with no greater restriction on the free and undisturbed use thereof than is necessary to ensure the same advantages to the other site owners.
- 2. LAND USE AND BUILDING TYPE.** No lot in the subdivision shall be used for any purpose other than single-family residential purposes.
 - a. All dwellings shall have no less than a 3-car garage attached to the main dwelling. The garage must be a side-facing garage unless a variance is approved by the Architectural Control Committee. Dwellings may also have a detached garage with a building style similar to the primary dwelling. The garage must be a side-facing garage unless a variance is approved by the Architectural Control Committee.
 - b. All dwellings shall have a roof pitch of not less than 7/12 on the main roof lines.
 - c. The Homeowner's Association will provide each lot owner with a mailbox when a building permit is issued. Any replacement mailboxes must be similar to the original mailbox in size, color and design and will be placed at the expense of the lot owner.
- 3. ARCHITECTURAL CONTROL.** No dwelling or other structure, swimming pool, fence or additions to the foregoing which may have previously been approved may be erected on a lot in this subdivision until the plans and specifications have been submitted to and approved in writing by the Architectural Control Committee.

- a. Any subsequent remodeling or renovation shall comply with the design standard set forth herein.
- b. There shall be no above ground swimming pools.
- c. All plans and specifications shall be delivered to the Architectural Control Committee for approval. A preliminary plan with an outside sketch shall be first submitted to the Architectural Control Committee for preliminary approval.
- d. Final plans and specifications shall also be submitted to the Architectural Control Committee. The final plans shall be submitted before any work is commenced on the building and shall be acted upon by the Architectural Control Committee within two weeks of receipt.
- e. When submitting plans for final approval, the owners shall provide the Architectural Control Committee with a full set of blueprints showing exterior elevations, interior floor plans, including square footage and site plans. All changes to any such plans shall also be submitted for approval.

The Architectural Control Committee shall also have the right to approve all landscape plans and plans for any accessory buildings. The same deadlines shall apply to these approvals as apply to the construction of the principal home.

4. **SETBACK LINES.** Setback lines shall conform to local zoning regulations except that the Architectural Control Committee may, in promoting overall harmony, establish other requirements in addition to such regulations.
5. **MINIMUM FLOOR AREA AND DESIGN.** All structures to be erected in the subdivision shall be of a pleasing and harmonious exterior design. Any dwelling which fails to conform to the following specified minimum areas shall not be permitted on any lot. The square footage of the main structure, exclusive of open porches, breezeways and garages hereafter erected shall be not less than:

Dwelling Type

One story above grade 2500 square feet, minimum with 10 foot high entrance visible from the street.

Story and a half above grade 2800 square feet, minimum with no less than 1500 square feet on the first floor.

Two story above grade 3000 square feet, minimum with no less than 1500 square feet on the first floor.

No split, bi-level or tri-level dwellings shall be constructed.

100% masonry on front of all one-story, story and a half, and two story homes which shall include stone, brick or a stucco style.

6. **BASEMENT.** All homes shall have either basements or standard four-foot footing walls.
7. **GRADE.** No structure, lawn or culvert shall be constructed or installed until proper grades for each have been set in accordance with the approved drainage plan for Forest Ridge by Carow Land Surveying, a licensed firm in the State of Wisconsin, the cost of which shall be borne by the lot owner.
8. **DRAINAGE.** No Lot owner shall block, dam, or otherwise obstruct the flow of surface water drainage so as to cause such water to back up onto the Lot of another property owner or so as to restrict the use or enjoyment of any other Lot by any other Lot owner. Each Lot owner, as a part of the post home construction finish grading/landscaping is responsible for bringing their Lot into specific compliance with the approved subdivision drainage plan. Culverts shall be installed as needed by Lot purchasers.
9. **PRE-CONSTRUCTION MAINTENANCE.** The owner of any lot is required to perform all necessary maintenance and upkeep of the Lot. No trash, waste, brush, weeds or long grass shall be permitted.
10. **CONSTRUCTION SITE MAINTENANCE.** At the conclusion of each day, the site shall be maintained to the Architectural Control Committee's reasonable satisfaction in a neat and orderly manner. Construction debris shall be contained at all times in some manner as well to prevent such material from blowing onto neighboring properties and/or roads.
11. **COMPLETION OF HOME.** All finish grade and seed must be completed within 12 months after occupancy.
12. **DRIVEWAYS.** All owners of dwellings shall, within one (1) year of completion, install a concrete driveway extending from the garage to the lot line.
13. **REMOVAL OF TREES.** The owner shall cut the absolute minimum number of trees necessary to accommodate the proposed construction.
14. **TYPES OF STRUCTURES.** No used buildings shall be moved onto any lot.
15. **ACCESSORY STRUCTURES.** No exterior accessory structure, including but not limited to swing sets, hot tubs, kennels, and similar structures, except basketball hoops and poles, shall be permitted forward of the rear line of the residence.

- 16. TEMPORARY STRUCTURES, OUTBUILDINGS OR TRAILERS.**
- a. No structures of a temporary nature, nor trailers, tents, shacks, barns or similar structures shall be permitted on any lot either temporarily or permanently.
 - b. No structure other than a completed residence shall be occupied.
 - c. Recreational vehicles, snowmobiles, boats, trailers, mini-bikes/four wheelers, fishing shanties, etc. much be stored inside buildings.
- 17. SIGNS.** No sign of any kind shall be displayed to the public view on any Lot except one name, profession, or address sign of not more than one square foot and one sign of not more than six square feet advertising the property during the construction and sales period.
- 18. ANTENNAS.** Satellite dishes not visible from the street shall be permitted on each lot in the subdivision. All other antennas must be contained within the home and not mounted on the roof.
- 19. DIVISION OF LOTS.** No originally platted lot shall be subdivided. Not more than one residence shall be placed, erected or constructed upon any lot. It shall be permitted, however, to combine three lots and subdivide them into two lots, both of which are larger than any of the original three lots.
- 20. UNLICENSED VEHICLES AND SALVAGED MATERIALS.** No unlicensed vehicles, junk yards or storage areas for automobiles or other salvage material of any nature shall be permitted on any Lot or combination of lots within the subdivision.
- 21. COMMERCIAL BUSINESSES.** Except as may be permitted by local zoning regulations and as authorized by the Architectural Control Committee, no commercial business shall be allowed or conducted at any time from any lot or combination of lots within the subdivision.
- 22. TRASH.** All trash and waste shall be kept in sanitary containers. No sanitary container is to be put outside of any dwelling sooner than the day before regularly scheduled pick-up.
- 23. NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to other lot owners or occupants of dwellings in the Subdivision.
- 24. ZONING, HEALTH AND OTHER LAWS AND REGULATIONS.** All zoning, health and other laws, ordinances and regulations promulgated by governmental agencies

having jurisdiction over the subdivision shall be strictly observed and complied with.

- 25. ANIMALS.** No animals, except customary household pets, shall be kept, bred or raised on any lot in this subdivision. Pets shall not be allowed to roam either freely or on a leash upon other owners' properties. Pet noises shall be curtailed to avoid unreasonable annoyance to neighboring property owners.
- 26. VARIANCE.** Variations in any of these covenants may be permitted by the Architectural Control Committee where it is reasonably satisfied that such variations will be pleasing and generally in keeping with adjacent properties and not be a detriment to the subdivision as a whole.
- 27. ENFORCEMENT.** The Architectural Control Committee and/or the owners benefitted by this Declaration may enforce these conditions, covenants and restrictions using any available legal or equitable remedies including, by way of example only, affirmative or restrictive injunctions. In the event of litigation to enforce these conditions, covenants and restrictions, the non-performing party or the party violating any of these conditions, covenants and restrictions shall reimburse the Architectural Control Committee and/or owners for all out-of-pocket expenses (including actual attorney fees and court costs) incurred in successfully enforcing these conditions, covenants and restrictions.
- 28. TERM.** Except as provided in the amendment paragraph, the conditions, covenants and restrictions herein contained shall be in effect for a term of twenty (20) years from the date this Declaration is signed, after which time they shall automatically be extended for successive periods of ten years unless an instrument executed by the Board of Directors terminating or reducing this term has been approved by 75% of the members of the Association.
- 29. AMENDMENT.** These covenants may be amended, waived by the execution and recordation in the office of the Register of Deeds, Outagamie County, Wisconsin, of an instrument signed by the President and Secretary of the Homeowner's Association certifying that at a meeting of the Association, the date of which shall be specified in the instrument to be recorded, not less than two-thirds of the lot owners voted in favor of the proposal.
- 30. INVALIDITY OF ANY COVENANTS.** Should any one of these conditions, covenants and restrictions for any reason be declared invalid, such declaration shall not affect the validity of the remaining covenants, which remaining covenants shall remain in full force and effect as if these covenants had been executed with the invalid portion thereof eliminated.

Owner of Lot 3

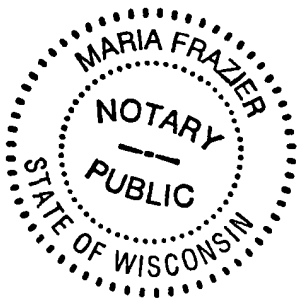
Justin Michalkiewicz
JUSTIN MICHALKIEWICZ

Katie Michalkiewicz
KATIE MICHALKIEWICZ

State of Wisconsin, }
County of Outagamie. } ss.

Personally came before me on 8-1-2014, the above named JUSTIN MICHALKIEWICZ and KATIE MICHALKIEWICZ, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

SEAL



Maria Frazier - Notary Public

* Maria Frazier

Notary Public, State of Wisconsin

My commission (is permanent) (expires NOV-29, 2015)

* Names of persons signing in any capacity should be typed or printed below their signature.

Owner of Lot 6

Michael R. Seeber

MICHAEL R. SEEBER

Melanie J. Seeber

MELANIE J. SEEBER

State of Wisconsin,

County of out.

} ss.

Personally came before me on 3-20-14, the above named MICHAEL R. SEEBER and MELANIE J. SEEBER, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

SEAL

Sandy Prinsen

*

Sandy Prinsen

Notary Public, State of Wisconsin

My commission (is permanent) (expires 3-27-16)

* Names of persons signing in any capacity should be typed or printed below their signature.

Owner of Lot 7

Brian Lasee
BRIAN T. LASEE

Julie J. Lasee
JULIE J. LASEE

State of Wisconsin,
County of Outagamie } ss.

Personally came before me on 3-14-14, the above named BRIAN T. LASEE and JULIE J. LASEE, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

SEAL

CARRIE A. POWELL
NOTARY PUBLIC
STATE OF WISCONSIN

* Carrie A. Powell

Notary Public, State of Wisconsin
My commission (is permanent) (expires 7/28/17)

* Names of persons signing in any capacity should be typed or printed below their signature.

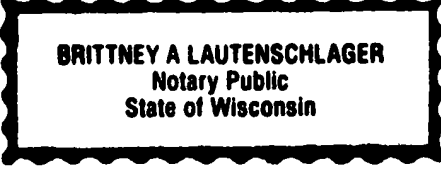
Owner of Lots 9 and 31

Richard Lautenschlager
RICHARD LAUTENSCHLAGER

Christine Lautenschlager
CHRISTINE LAUTENSCHLAGER

State of Wisconsin, }
County of *Ottawa* } ss.

Personally came before me on *March 9th 2014*, the above named RICHARD LAUTENSCHLAGER and CHRISTINE LAUTENSCHLAGER, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



SEAL

Brittney Lautenschlager
*
Notary Public, State of Wisconsin
My commission (*is permanent*) (expires _____)

Brittney A. Lautenschlager

* Names of persons signing in any capacity should be typed or printed below their signature.

Owner of Lots 10, 32, 38, and 39

R.M. Hayes
ROBERT M. HAYES

Sue A. Hayes
SUE A. HAYES

State of ~~Wisconsin~~, *Florida* }
County of *Charlotte* } ss.

Personally came before me on *March 18 2014*, the above named ROBERT M. HAYES and SUE A. HAYES, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

SEAL



Deborah Hegedus

* *Deborah Hegedus*

Notary Public, State of Wisconsin
My commission (is permanent) (expires *1/8/2018*)

* Names of persons signing in any capacity should be typed or printed below their signature.

Owner of Lots 14 and 35

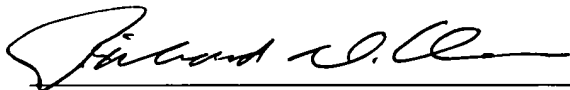

TERRANCE M. LAFLEUR
aka TERRY LAFLEUR


SANDRA L. LAFLEUR
aka SANDRA LEFLEUR

State of Wisconsin, }
County of Outagamie. } ss.

Personally came before me on February 27, 2014, the above named TERRANCE M. LAFLEUR and SANDRA L. LAFLEUR, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

SEAL


Richard D. Orr, Attorney at Law
Notary Public, State of Wisconsin
My commission is permanent.

Owner of Lot 15



RAYMOND J. MILLER


KATHLEEN A. MILLER

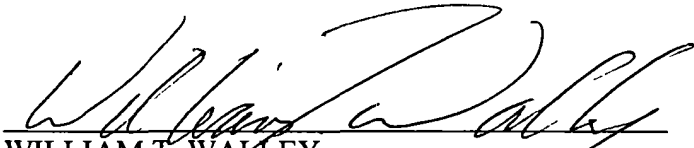
State of Wisconsin, }
County of Outagamie. } ss.

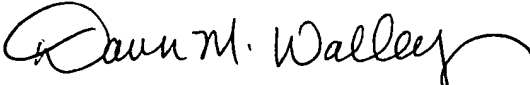
Personally came before me on February 27, 2014, the above named RAYMOND J. MILLER and KATHLEEN A. MILLER, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

SEAL


Richard D. Orr, Attorney at Law
Notary Public, State of Wisconsin
My commission is permanent.

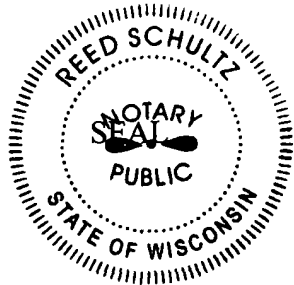
Owner of Lot 16


WILLIAM T. WALLEY


DAWN M. WALLEY

State of Wisconsin, }
County of OUTAEGAMIE } ss.

Personally came before me on MARCH 22, 2014, the above named WILLIAM T. WALLEY and DAWN M. WALLEY, to me known to be the persons who executed the foregoing instrument and acknowledged the same.





* REED SCHULTZ

Notary Public, State of Wisconsin
My commission (is permanent) (expires MARCH 5, 2014)

* Names of persons signing in any capacity should be typed or printed below their signature.

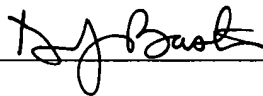
Owner of Lots 17, 18, and 19


TIMOTHY A. KIPPENHAN

State of Wisconsin, }
County of winnebago. } ss.

Personally came before me on 3/18/14, the above named TIMOTHY A. KIPPENHAN, to me known to be the person who executed the foregoing instrument and acknowledged the same.

SEAL



* Dan J Basten

Notary Public, State of Wisconsin
My commission (is permanent) (expires 9/7/14)

* Names of persons signing in any capacity should be typed or printed below their signature.

Owner of Lot 20

Randall H. Schilt

RANDALL H. SCHILT

Karen M. Schilt

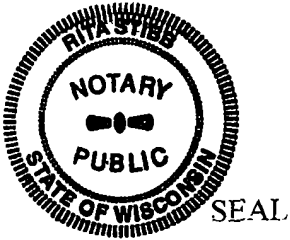
KAREN M. SCHILT

State of Wisconsin,

County of Douglas

} ss.

Personally came before me on June 30, 2014, the above named RANDALL H. SCHILT and KAREN M. SCHILT, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Rita Stibb

* Rita Stibb

Notary Public, State of Wisconsin

My commission (is permanent) (expires 12-20-2015)

Owner of Lot 23

Nichole A. Mocadlo
NICHOLE A. MOCADLO

State of Wisconsin, }
County of CUTAGAMIE } ss.

Personally came before me on JUNE 23, 2014, the above named NICHOLE A. MOCADLO, to me known to be the person who executed the foregoing instrument and acknowledged the same.

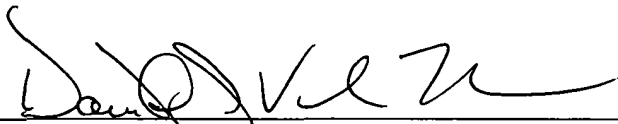
SEAL



Grant E. Lange
* GRANT E. LANGE

Notary Public, State of Wisconsin
My commission (is permanent) (expires MARCH 27, 2016)

Owner of Lots 24, 25, 26, and 27



DAVID J. VANDERZANDEN



CYNTHIA VANDERZANDEN

State of Wisconsin,

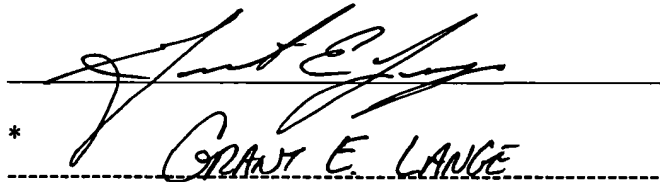
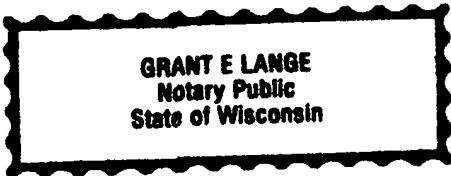
County of DYKING.

}

ss.

Personally came before me on MAY 1st 2014, the above named DAVID J. VANDERZANDEN and CYNTHIA VANDERZANDEN, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

SEAL



*

GRANT E. LANGE

Notary Public, State of Wisconsin

My commission (is permanent) (expires MARCH 27, 2016)

* Names of persons signing in any capacity should be typed or printed below their signature.

Owner of Lot 29

Todd A. Nelson
TODD A. NELSON

State of Wisconsin, }
County of Brown. } ss.

Personally came before me on 3/2/14, the above named TODD A. NELSON, to me known to be the person who executed the foregoing instrument and acknowledged the same.

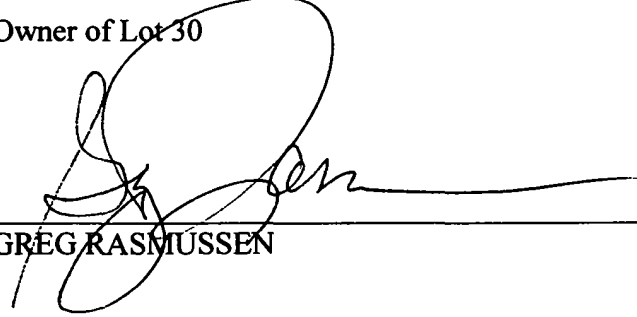
SEAL

* Karin M Nowak

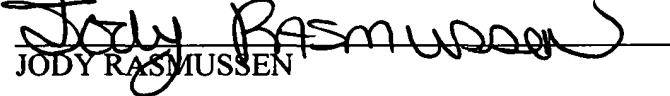
Notary Public, State of Wisconsin
My commission (is permanent) (expires 7/5/2015)
Karin M Nowak

* Names of persons signing in any capacity should be typed or printed below their signature.

Owner of Lot 30



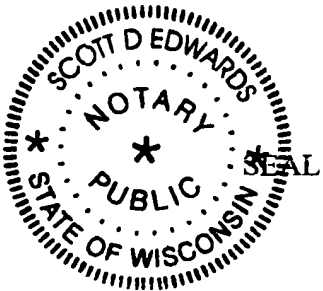
GREG RASMUSSEN




JODY RASMUSSEN

State of Wisconsin, }
County of Outagamie } ss.

Personally came before me on 7-16-14, the above named GREG RASMUSSEN and JODY RASMUSSEN, to me known to be the persons who executed the foregoing instrument and acknowledged the same.





* Scott D. Edwards

Notary Public, State of Wisconsin
My commission (is permanent) (expires 2-19-17)

*Names of persons signing in any capacity should be typed or printed below their signature.

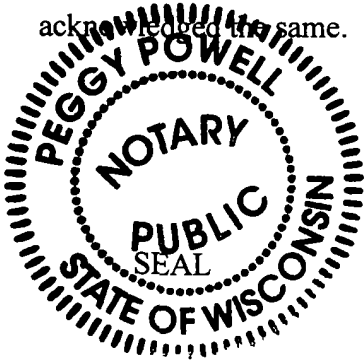
Owner of Lot 34

Mark J. Anderson Revocable Trust

By: *Mark J. Anderson*
MARK J. ANDERSON

State of Wisconsin, }
County of *outagamie* } ss.

Personally came before me on *July 14th-2014*, the above named MARK J. ANDERSON, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Peggy Powell
* *Peggy Powell*

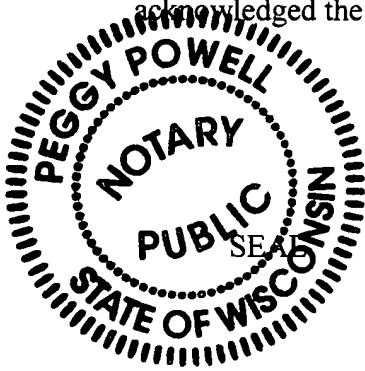
Notary Public, State of Wisconsin
My commission (is permanent) (expires *05-21-2017*)

Owner of Lot 33

Mark J. Anderson
MARK J. ANDERSON

State of Wisconsin, }
County of Outagamie } ss.

Personally came before me on 14th July - 2014, the above named MARK J. ANDERSON, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Peggy Powell
*

PEGGY POWELL

Notary Public, State of Wisconsin
My commission (is permanent) (expires 05-21-2017)

Owner of Lot 36

Douglas E Legro
DOUGLAS E. LEGRO

Cynthia M Legro
CYNTHIA M. LEGRO

State of Wisconsin, }
County of Winnebago } ss.

Personally came before me on 3/17/2014, the above named DOUGLAS E. LEGRO and CYNTHIA M. LEGRO, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Christine Huber

SEAL



* *Christine Huber*

Notary Public, State of Wisconsin
My commission (is permanent) (expires 12/1/17)

* Names of persons signing in any capacity should be typed or printed below their signature.

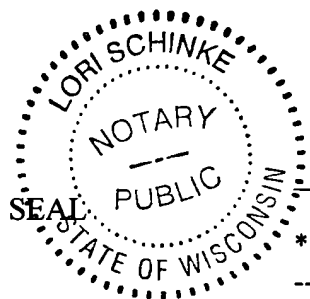
Owner of Lot 37

Rodney Brown
RODNEY C. BROWN

Debbie Gajewski-Brown
DEBBIE BROWN

State of Wisconsin, }
County of *Octagonie* } ss.

Personally came before me on 03/24/2014, the above named RODNEY C. BROWN and DEBBIE BROWN, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Lori Schinke

Lori Schinke

Notary Public, State of Wisconsin
My commission (is permanent) (expires 12/28/2014)