

Document Number

**VAHTERA HEIGHTS  
DECLARATION ESTABLISHING COMMON CLEAR  
VIEW ZONE EASEMENT  
Title of Document**

KNOW ALL PERSONS BY THESE PRESENTS THAT Terrence L. Peters ("Developer"), is owner of the real estate development known as Vahtera Heights, which has been subdivided creating buildable Parcels 1 through 8 inclusive, as well as Outlot 1, Outlot 2 and the Meadow,

WHEREAS, Vahtera Heights is depicted and legally described on the annexed Exhibit A, and

WHEREAS, within the Vahtera Heights Development:

- Lot 1 is legally described on Exhibit B,
- Lot 2 is legally described on Exhibit C,
- Lot 3 is legally described on Exhibit D,
- Lot 4 is legally described on Exhibit E,
- Lot 5 is legally described on Exhibit F,
- Lot 6 is legally described on Exhibit G,
- Lot 7 is legally described on Exhibit H,
- Lot 8 is legally described on Exhibit I, and
- Outlot 1 is legally described on Exhibit J,
- The Clear View Easement is legally described on Exhibit K,
- Outlot 2 is legally described on Exhibit K,
- Vahtera Heights Drive, Meadow View Land and Canyon Trail are legally described on Exhibit L, and

The Meadow and the Clear View Easement of the meadow over the meadow, are legally described on Exhibit M, and

WHEREAS, Terrence L. Peters., as declarant, intends to establish a common, clear view zone easement which extends across and involves a portion of each of Parcels 2, 3 and 4, and

WHEREAS, the Common Clear View Zone Easement, which is being created and imposed is for the purpose of permanently preserving and protecting a view of the meadow for the benefit of parcels 2, 3, 4, 7 and 8,

NOW, THEREFORE, in consideration of the covenants contained herein, the Developer hereby declares, establishes and reserves the following:

1. Common Clear View Zone Easement. Developer hereby declares the establishment and existence of a permanent and perpetual common clear view zone easement, which extends over and across and involves a portion of each of Parcels 2, 3 and 4 which are legally described above, for the benefit of each of parcels 2, 3, 4, 7 and 8 which are described above. The Common Clear View Zone Easement is depicted on the annexed Exhibit A and is legally described on the annexed Exhibit M.

Each of parcels 2, 3 and 4 as described on the annexed Exhibits C, D and E shall be held, sold, conveyed, encumbered, leased and occupied subject to the Common Clear View Zone Easement which is hereby established.

2. Improvements. No property owner, including the developer, shall erect, construct, place or allow the erection, construction or placement of a residence, garage or any other above-ground structure or improvement of any kind, temporary or permanent, within the Common Clear View Zone Easement described on Exhibit M. No owner of a Parcel shall change or allow to be changed, the ground elevation of any portion of a Parcel which is situated within the Common Clear View Zone Easement.

Recording Area

Name and Return Address  
**Attorney Matthew F. Anich  
Anich, Wickman & Lindsey, S.C.  
220 6<sup>th</sup> Avenue West  
P.O. Box 677  
Ashland, WI 54806**

Parcel Identification Number (PIN)

No owner of a Parcel shall mine, excavate, quarry or remove or allow or permit the mining, excavation, quarrying or removal of any material from a location situated within the Common Clear View Zone Easement.

3. Utilities. A Parcel owner is not allowed to install utilities whether above or underground on those portions of a Parcel which are within the Common Clear View Zone Easement.

4. Each of the owners of Parcels 2, 3 and 4 in Vahtera Heights have a common duty and responsibility to keep and maintain the trees and other vegetation growing within the Common Clear View Zone Easement below a level of three feet (3') above the surface of the surrounding land so that each of Parcels 2, 3, 4, 7 and 8 in the development has an expansive view of a meadow from their parcel.

Each owner of Parcels 2, 3, 4, 7 and 8 shall have the right to:

- a. Enter upon the Clear View Zone Easement area on Parcels 2, 3 and 4, and
- b. Cut and remove trees and other vegetation, which are 3' feet high, or higher, above the ground level, within the Clear View Zone Easement, over the meadow, regardless of which Parcel such trees and/or other vegetation are situated on.
- c. The meadow will be maintained in a meadow-like condition by the use of controlled mowing. The cost of mowing and maintaining the meadow, in a meadow-like condition, will be shared equally by the owners of Lots 2, 3, 4, 7 and 8.

5. Advance Notice of Cutting. At least ten days prior to the commencement of the cutting or removal of trees and/or other vegetation within the Common Clear View Zone Easement, the owner of the parcel who will be performing the cutting or arranging for the cutting shall provide the owners of all other parcels in Vahtera Heights who benefit from the Common Clearview Zone Easement with a written notice, in advance of cutting, informing them of the particulars including, the following:

- a. That the party giving notice intends to cut or have cut trees and/or other vegetation in the Common Clear View Zone Easement, and
- b. The name and address of the party or company that will actually be performing the cutting, and
- c. When the cutting will commence, and
- d. On which parcel or parcels trees and/or other vegetation will be cut, and
- e. How long it is expected the cutting project will go on.

Trees or other vegetation which are growing on a given parcel belong to the owner of that individual parcel on which the timber or vegetation is growing. So, for example, if trees are cut on Parcel 2 within the Common Clear View Zone Easement, those trees still belong to the owner of Parcel 2 even after they have been harvested.

6. Liability Insurance; Workers Compensation Insurance. A person who undertakes or engages in the cutting, harvesting, removal or trimming of trees, or other vegetation on Parcels 2,3 and 4 that does not belong to that person, shall have a policy of liability insurance in full force and effect, at the time of such cutting, harvesting, removal or trimming, which covers that person's acts, omissions and occurrences while so involved.

A person who, engages or hires a person or entity to enter Vahtera Heights and engage in the cutting, harvesting, removal or trimming of trees, or other vegetation on land within Vahtera Heights shall assure that the person or entity so engaged or hired, has in effect a policy of liability insurance or workers compensation insurance covering each employee or persons engaged in such activities.

7. Liability. A person who, undertakes or engages in the cutting, harvesting, removal or trimming of trees, or other vegetation on land in Vahtera Heights that does not belong to that person, shall protect, defend, and hold the owner(s) of the land that person has entered upon or is situated on, harmless from and against any claims, actions and causes of action for any injury, death, medical bills, damages, losses, costs, liability, charges, fees and expenses related to, associated with or arising from any accident or occurrence which happens in connection with such an activity.

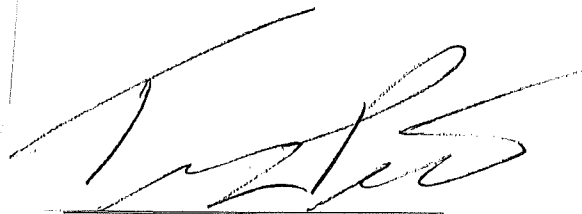
8. Exhibits. Each of the annexed Exhibits A through M inclusive are incorporated herein by reference as a part of this declaration.

9. Binding. The terms and provisions of this declaration are permanent, perpetual and binding upon each of the parcels specified herein, the terms and provisions of this declaration shall run with the land, be appurtenant to and benefit each of parcels 2, 3, 4, 7 and 8 inclusive.

10. Enforcement. This declaration is intended to benefit each of Parcels 2, 3, 4, 7 and 8, so this declaration may be enforced by an owner of any of Lots 2, 3, 4, 7 and 8.

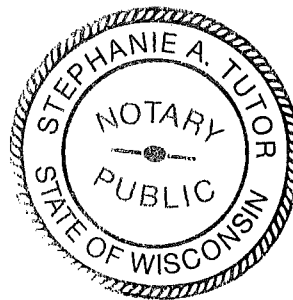
11. Disputes among Parcel owners shall be determined by binding arbitration pursuant to Chapter 788 Wisconsin Statutes.

Dated this 18<sup>th</sup> day of July, 2023



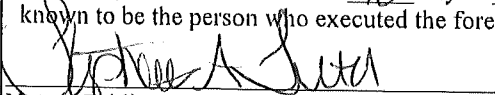
Terrence L. Peters, Developer

ACKNOWLEDGEMENT



State of Wisconsin )  
  ) ss  
County of Ashland )

Personally came before me this 18<sup>th</sup> day of July, 2023 the above named Terrence L. Peters, Developer, to me known to be the person who executed the foregoing instrument and hereby acknowledge the same on behalf of the Corporation.

  
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Notary Public, State of Wisconsin  
My commission expires 12/18/26

Drafted by:  
Attorney Matthew F. Anich  
Anich, Wickman & Lindsey, S.C.