

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR STRAWBERRY FIELDS DEVELOPMENT**

Affecting lots 1-35, located in the Town of Clayton, Winnebago County, Wisconsin

THIS DECLARATION, is made this 2nd day of January, 2003, by STRAWBERRY FIELDS, Neenah, Wisconsin, hereinafter called "*the Developer*".

WITNESSETH:

WHEREAS, the Developer is the owner of certain real estate as described in Exhibit A attached hereto, known as Strawberry Fields; and

WHEREAS, the Developer wants to subject such property conditions, covenants, restrictions, (sometimes hereinafter referred to as "covenants and restrictions"), to benefit such property as a whole and for the benefit of each owner; and

WHEREAS, the Developer desires to insure the highest and best use of such property as a residential subdivision; desires to insure the future owners of any sites in such phase of the subdivision against the improper use of building sites that would depreciate the value of their property; wishes to preserve as far as practical, the natural beauty of said area; plus to guard against erection of a poorly designed or poorly apportioned structure and structures built of improper or unsuitable material; wishes to encourage and secure the erection of attractive homes and outbuildings with appropriate location of such buildings; wishes to prevent haphazard and discordant improvement of such building sites; wishes to secure and maintain proper setbacks from roadways and adequate free spaces between residences; and wishes to enhance the value of the investments made by purchasers of such sites and adjoining property owners;

NOW THEREFORE, in order to achieve the above purposes, the Developer hereby declares that the above described property and all parcels that are subdivided therefrom shall be held, transferred, sold and conveyed subject to the conditions, restrictions and covenants hereinafter set forth, each and all of which is and are for the benefit of the above described real estate and each individual parcel now or to be contained therein and for each owner thereof, and shall inure to the benefit of and pass with said property and each and every lot and building site, and apply to and bond the owner thereof, their heirs, their legal representatives, successors and assigns as hereinafter set forth.

**ARTICLE I
DEFINITIONS**

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

A. "Lots" shall describe any single parcel or building site being a portion of the land herein described whether set forth in a recorded plat or set forth in any recorded certified survey (see Exhibit A attached).

B. "Front lot line" of any parcel shall be that side of any lot or parcel which borders on the principal roadway servicing such subdivision.

C. "Rear lot line" shall be that side of any parcel or lot which is opposite the front lot line.

D. "Developer" shall be Winding Road, L.L.C., a limited liability company, owner of the lands described herein and any party which is the successor or assigns to the interest of the Developer.

E. "Owner" shall mean or refer to any recorded owner whether one or more persons or entities of any fee simple title to any lot or parcel being a portion of the lands described herein having been deeded from the Developer to such person or entities from the Developer or its successor or assigns.

F. "Architectural Control Committee" shall refer to that organization established under Article IX hereinafter for the purposes of review and approval of all plans for new construction by owners.

ARTICLE II LAND USE

All parcels and lots shall be used only for single family, residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling and a private garage not larger than that permitted by Winnebago County and/or the Town of Clayton. Outside storage and outbuildings shall be regulated as set forth hereinafter. The single family residential use shall not prohibit an owner from maintaining a home office in their residence, provided it is not used as a retail location.

Well maintained juvenile structures may be erected. Yet, boats, maintenance equipment and recreational vehicles shall not be permanently stored outside.

ARTICLE III LOT SIZE

No building, site or lot conveyed initially by the Developer shall, at any time, be subdivided by the owner without the prior, written consent of the Architectural Control Committee.

ARTICLE IV BUILDING SIZE AND QUALITY

No single family residence shall be permitted on any of the lands herein described which is greater than three (3) stories in height. No residence shall be erected with less than 1,800 square feet on the ground floor for a one story dwelling and not less than 2,400 square feet for a

two or more story dwelling. With respect to any residence that is a combination of one and two stories, then the minimal square footage shall be determined by the Architectural Control Committee, which square footage shall be reasonably consistent with the foregoing provisions. The term "ground floor" as used in this section is defined to mean that portion of the structure consisting of the livable floor space, which shall be at or above finished grade level.

No residence shall be constructed other than of good quality materials, with the work to be performed with good, quality workmanship. No home, other than the construction of a basement, shall be constructed out of concrete block or poured concrete walls. Furthermore, there shall be no earthen homes or geodesic (dome) homes permitted. All homes shall consist of on-site construction, with no modular or prefabricated construction permitted.

The approval of all plans for construction, the selection of exterior building materials, and the design and colors of such exterior shall be approved by the Architectural Control Committee. All homes shall have either a basement or shall be built upon standard four foot (4') footing walls. No used buildings shall be moved onto the property. The exterior of all homes shall be completed prior to occupancy of the premises. Except for the provision for well-maintained juvenile playground structures as referred to above, no structure of a temporary nature, such as a trailer, tent, shack, barn or other similar structure, shall be permitted on any lot, other than temporarily. Any outbuildings or other structures shall be constructed of materials to match the principal residence on such lot. The final selection of materials for any outbuildings or other structures shall be approved by the Architectural Control Committee and in conformity with County ordinance.

ARTICLE V BUILDING LOCATION & SETBACK

The minimum lot setback shall be in accordance with both town and county ordinances, but shall not be less than a twenty-five (25') foot side yard setback and a fifty foot (50') front yard setback.

ARTICLE VI LAWNS, FENCES AND PLANTINGS

Lawns shall be installed as soon as practical after completion of the exterior of the residence, but not later than one (1) year after granting of the occupancy permit.

No chainlink fences or stockade fences shall be constructed between adjoining lots. The location and construction materials to be used in any fencing on any lots shall be approved by the Architectural Control Committee.

Each residential lot shall have, upon the construction of a residence, a yard light installed at the end of the driveway for vehicular access to such residence.

All trash and waste shall be kept in sanitary containers. No sanitary containers are to be placed in front of any residence until the day prior to pick up.

**ARTICLE VII
PETS, LIVESTOCK & POULTRY**

No animals, livestock, poultry, reptiles or fowls of any kind shall be raised, bred or kept on any lot for any purposes. Household animals may be kept as pets, provided that no single residence may have more than five (5) animals. Animals kept as pets may be maintained out of doors, provided that the structure for maintaining such pets is not closer than twenty-five (25) feet to any side yard and the rear yard lot line, fifty (50) feet to any front yard, and provided that such structure is sightly and well maintained. All pets must be maintained so that they do not cause a disturbance or create odors which are offensive to neighbors. Not more than two (2) of each species of pet animal may be maintained out of doors at any one time. Nothing contained herein shall be construed to permit the keeping of any pet which shall in any way constitute a nuisance. No pets may be kept in violation of existing governmental zoning regulations, if such regulations are more restrictive than the provisions of this section.

**ARTICLE VIII
MISCELLANEOUS RESTRICTIONS AND NUISANCES**

No noxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No sign of any kind shall be displayed in public view on any lot, except one (1) sign of not more than five (5) square feet, advertising the property for sale or signs used by Developer and public builders to advertise the property during the construction and initial sales period, shall be allowed.

**ARTICLE IX
ARCHITECTURAL CONTROL COMMITTEE**

The Architectural Control Committee shall consist of three (3) individuals. Such individuals shall be selected by the Developer. The Developer may designate any owner of the Developer company or any employee of such company to be on such Architectural Control Committee, or any other individual, including owners of any parcels within such subdivision. The members of the Architectural Control Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The committee shall establish its own rules and regulations, and all decisions shall be final and conclusive upon all parties. The majority of the members of the committee shall constitute a quorum. The decisions of the committee shall be by majority vote.

The Architectural Control Committee's approval or disapproval as required by these covenants shall be in writing. In the event that the committee fails to approve or disapprove within thirty (30) days, plans and specifications submitted to the committee, and if no suit is instituted to enjoin the construction proposed in such plans or specifications has commenced prior to the completion of such proposed construction thereof, approval shall not then be required of the committee and the covenants contained herein shall be deemed to have been fully complied with.

**ARTICLE X
IMPROVEMENTS, ALTERATIONS AND REPAIRS**

Exterior alterations, exterior repairs, excavations, changes in grade, or other work which in any way alters the exterior of any residence or any improvements located on a lot from its state as initially approved by the Architectural Control Committee shall not be made or done without prior approval of the Architectural Control Committee. No building, fence, wall, outbuilding or garage or other structure shall be commenced, erected, maintained, improved or altered, so as to change its exterior without the prior written approval of the committee.

The lands herein described shall be subject to any easements now granted or hereinafter to be granted by the Developer, to any municipality or utility, for the erection, construction, and maintenance of electric, telephone, gas and other utilities over, upon or under portions of any lot. The Developer hereby reserves for itself and its successors the right to grant to any municipality or utility company, easements and right-of-ways for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone and for other purposes and for sewer, storm water drains, gas mains, water pipes, and similar services as the Developer may deem fit and proper for the improvement and benefit of the lots.

**ARTICLE XI
TERM**

These protective covenants are to run with the lands herein described and shall be bound on all parties and all persons and entities claiming under them until January 2, 2023, at which time, said protective covenants shall automatically be extended for a successive period of ten (10) years unless an instrument terminating or reducing the term shall be executed and recorded in accordance with the requirements and procedures set forth in the following Article.

**ARTICLE XII
AMENDMENT OF COVENANTS**

These covenants and restrictions may be removed, modified, annulled or changed and/or amended at any time, and in any manner, by a written declaration setting forth such amendment, which amendment has been executed by the record owners of at least fifty percent (50%) of the lots in said subdivision, in such form as to entitle it to be recorded in the office of the Register of Deeds for Winnebago County, Wisconsin; provided, however, that such amendment, etc. to be effective shall require the written approval in recordable form of the Developer, so long as the Developer owns any lots owned by the Developer are owned for the Developer's personal residential purposes. Any removal, modification, annulment, waiver, change or amendment of these covenants must be accomplished only by complying with the provisions of this Article and with any applicable municipal and county ordinances regarding covenants.

**ARTICLE XIII
ENFORCEMENT PROVISIONS**

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the lands herein described to prosecute any proceedings at law or at equity against the person or persons or entities attempting violation or violating any such protective covenant and either to prevent him or them in so doing or to recover damages or other dues for such violation.

**ARTICLE XIV
SEVERANCE CLAUSE**

Invalidation of any one of these protective covenants by judgement or court of law shall in no way affect any of the other provisions and shall remain in full force and effect.

**ARTICLE XV
COMPLIANCE WITH GOVERNMENT REGULATIONS**

In addition to complying with the above protective covenants all owners at all times of all parcels within the lands herein described for themselves or their heirs and assigns, agree to comply with any and all ordinances, laws, rules and regulations of any governmental body in authority which may be applicable to the use and enjoyment of the lands herein described or a portion thereof.

**ARTICLE XVI
ADDRESS FOR NOTICES**

All written communications and notices concerning these protective covenants shall be given to the Developer and shall be sent in care of Thomas Hoffmann, 3015 West Shady Lane, Neenah, Wisconsin 54956, until such time as the Developer Records at the office of the Register of Deeds for Winnebago County, Wisconsin, a different address at which to receive such written communication notices.

EXHIBIT A

The Northwest One-quarter (NW-1/4) of the Northeast One-quarter (NE-1/4) of Section Twenty-six (26), Township Twenty North (20N), Range Sixteen East (16E), less and excepting the following described premises: commencing 1902 feet West of the Northeast corner of said section, thence South 255.5 feet, thence West 174.3 feet, thence North 255.5 feet to the North section line, thence East 174.3 feet to the point of beginning:

AND

All of lots One (1) and Three (3) of Certified Survey Map No. 3353, being a part of the Northeast One-quarter (NE-1/4) of the Northeast One-quarter (NE-1/4) of Section Twenty-six (26), Township Twenty North (20N), Range Sixteen East (16E).

Together with all appurtenant rights, title and interests.