

**\*\*SEASON FIELDS SUBDIVISION\*\***

Declaration of Conditions, Assessments, Covenants and Restrictions

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This declaration is hereby made May 20, 2004, by Countryside Investments Greenville, LLC hereinafter called the "Developer"

Witnesseth:

Whereas, the Developer is the owner of the real estate the proposed Plat, attached hereto as Exhibit "A" and desires to file for record and to subject each subdivision lot to conditions, covenants and restrictions, herein "Covenants", for the benefit of the subdivision as a whole and for the benefit of each owner of a subdivision lot;

Now, therefore, the Developer declares that the following Covenants are intended to be running covenants, burdening and benefiting the lots and owners and owners' successors, heirs 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 sites.

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 2 1/2-car garage attached to the main dwelling. They may further have a garage with a building style architecturally compatible to the primary building, and must be approved by the Developer.

(b). All dwellings shall have a roof pitch of not less than 7/12 on the main roof lines.

3. ARCHITECTURAL REVIEW COMMITTEE: So long as Developer owns any lot, Developer shall have the option to establish an Architectural Review Committee (ARC). The ARC shall have at least three, but no more than six people, to review any matter covered by these Covenants. In the absence of the Developer providing such an ARC, the owners of not less than 75% of the total lots platted or to be platted may form such an ARC. Before construction may commence: (1) the structure must be presented to the ARC for approval. The plans for any proposed additions external modifications must also be submitted for review and approval. Any plans and specifications not disapproved by the ARC within nineteen (19) days of receipt shall be deemed approved.

Each dwelling or other structures, swimming pool, fence or additions to the home must be approved by the architectural committee, for purposes of these restrictions, a structure shall be defined as any item for which a building permit is required for the Town of Greenville prior to construction or installation, and also any storage structure. Any subsequent remodeling or renovation shall comply with the design standards set forth herein. There shall be no above ground swimming pools. All plans, including exterior elevator plans, and specifications shall be delivered to the ARC for approval.

4. TEMPORARY STRUCTURES, OUTBUILDING OR TRAILERS: Except as may be authorized by Developer, no structures of temporary nature, nor trailers, tents, shacks, storage buildings, 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 attached garages.

5. UNLICENSED VEHICLES AND SALVAGED MATERIALS: No unlicensed vehicles, junk yards or storage areas for automobiles or other salvage materials of any nature shall be permitted on any Lot or combination of lots within the subdivision.

6. TYPES OF STRUCTURES: No used buildings shall be moved onto any lot.

7. 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.

8. MINIMUM FLOOR PLANS SIZES AND DESIGN: All homes are to have aesthetic design, maintaining value and visual appeal. Any dwelling which fails to conform to the following specified minimum area and design shall not be permitted on any lot:

- (a). No split, bi-level, exposed without basements, or tri-level dwellings shall be constructed.
- (b). One story above grade 1,800 square feet, minimum with 10 foot high entrance visible from the street.
- (c). Story and a half above grade 2,400 square feet, minimum with no less than 1,250 square feet on the first floor.
- (d). Two story above grade 2,500 square feet, minimum with no less than 1,250 square feet on the first floor.
- (e). 100% masonry on front of all one-story, story and a half and two story homes which shall include stone, brick or stucco style.
- (f). BASEMENT: All homes shall have either basements or standard four-foot footing walls.

9. COMPLETION DATE: All homes and garages shall be completed within twelve (12) months after commencement of building and shall not be occupied prior to being completed. All driveways are to be hard surfaced with concrete or blacktop, or similar surface, within two (2) years after occupancy. All finish grade and seed must be completed within twelve (12) months of occupancy.

10. TRASH: All trash and waste shall be kept in sanitary containers and out of public view. No sanitary container is to be put outside of any dwelling sooner than the day before regularly scheduled pick-up.

11. DRAINAGE: No lot owner shall block, dam, artificially divert, or otherwise obstruct the flow of surface water drainage so as to cause such water to flow or 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 part of the post home construction finish grading/landscaping is responsible for bringing their Lot into specific compliance with the approved subdivision drainage plan. Each Lot purchaser is responsible to install culverts for their own driveways.

12. ELECTRIC AND TELEPHONE WIRES: All electric, telephone wires, and other cables or wires leading to buildings shall be installed underground.

13. SET BACKS: All buildings shall be set back not less than thirty-seven (37) feet from the street in the directions that the building faces, unless a greater distance is required by the Town of Greenville zoning ordinances. All side yards shall conform with the Town of Greenville zoning ordinances.
14. SIGNS: No sign of any kind shall be displayed to the public view of any lot except one sign of not more than five square feet advertising the property during the construction and sales period.
15. ANTENNAS: Small satellite dishes, not over 24 inches in diameter, 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 to the roof. No exterior radio antennas shall be permitted.
16. 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.
17. 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.
18. 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. Pets must be kept indoors. Outdoor pets and kennels are prohibited.
19. 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.
20. GREENWAY MAINTENANCE: The individual lot owners must maintain the greenway at the front portion of their lots, said greenway running through the ditches and up to the traveled portion of the roadway, including that portion with street right-of-way to the road surface.
21. TREES: No trees planted or transplanted within the Subdivision by Developer shall be moved, trimmed, cut down or otherwise disturbed without prior written consent of Developer. It shall be the responsibility of each lot owner to remove and replace any dead or diseased tree on his/her lot within one season after such tree dies or becomes diseased. The lot owner is also responsible for the replacement of any tree damaged by owner or owner's contractor during the construction of a home on the owner's lot.
22. STORAGE TANKS: No above ground or underground storage tanks shall be permitted on any lot.
23. HUNTING/FIREARMS: No hunting or discharging of any firearm shall be allowed within the Subdivision.
24. EASEMENTS: Easements for the installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easements area of each lot and all

improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

25. OCCUPANCY: All dwellings shall be completed before occupancy.

26. CONSTRUCTION SITE MAINTENANCE: At the conclusion of each day, the construction site shall be maintained to the ARC's reasonable satisfaction in a neat and orderly manner. Construction debris shall be contained at all times in some manner as well to prevent material from blowing onto neighboring properties and/or roads.

27. COMMERCIAL BUSINESS: Except as may be permitted by local zoning regulations and as authorized by the ARC, no commercial business shall be allowed or conducted at any time from any lot or combination of lots within the subdivision.

28. VARIANCE: Variations in any of these covenants may be permitted by the Architectural Committee where it reasonably satisfied that such variation will be pleasing and generally keeping with adjacent properties and not be detriment to the subdivision as a whole.

29. ENFORCEMENT: The Developer, ARC and/or the owners benefited by these Covenants may enforce these Covenants 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 Covenants, the non-performing party or the party violating any of the Covenants shall reimburse the Developer, ARC and/or owners for all out-of-pocket expenses (including actual attorney fees and court costs) incurred in successfully enforcing these Covenants.

30. TERM: Except as provided in the amendment paragraph, the 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 extend for successive periods of ten (10) years unless an instrument executed by the Board of Directors of the Association terminating or reducing this term has been approved by 75% of the members of the Association.

31. AMENDMENT: Any one or more of these Covenants may be amended, waived, or terminated by the execution and recordation in the office of the Register of Deeds, Outagamie County, Wisconsin, of any instrument executed by not less than 75% 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 termination will be effective without Developer's prior written consent, in recordable form. Further, so long as Developer owns at least two (2) lots in the subdivision, Developer shall by itself alone, be entitled to amend, waive or terminate any one or more of said conditions, covenants and restrictions.

32. SEVERABILITY: Should anyone 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 convents shall remain in full force and effect as if these covenants had been executed with invalid portion thereof eliminated.