
ASA DEVELOPMENT, INC.

DECLARATION OF PROTECTIVE COVENANTS

to

SANDHILL FARMS 2 PLAT

THE PUBLIC

RE: Lots 30 through 111 (referred to herein individually as a "Lot" and collectively as the "Lots") and Outlots 1, 2, and 3 of the Sandhill Farms 2 Plat, being all of Lot 1 of CSM 5628 and part of CSM 5514 all being part of the Northeast 1/4 of the Southeast 1/4 and part of the Southeast 1/4 of the Southeast 1/4 of Section 11; also including part of the Northwest 1/4 of the Southwest 1/4 and part of the Southwest 1/4 of the Southwest 1/4 of Section 12, all located in T18N, R15E, Town of Omro, Winnebago County, Wisconsin.

ASA Development, Inc. (the "Declarant"), being the owner of the above-described real estate hereby makes the following Declaration of Protective Covenants for the purpose of insuring the orderly and harmonious development of said real estate and imposing certain requirements, restrictions and limitations upon the use and occupancy thereof. The Protective Covenants imposed by this Declaration shall run with the land and be binding upon and inure to the benefit of all future owners of said real estate.

1. **Residential Use.** The Lots shall be used only for single family residential purposes. No portion thereof may be used for any business or commercial purpose.
2. **Residence Size.** The floor area of a residence exclusive of open porches, basements and garages, shall be no less than the following:
 - (a) For a one-story residence, one thousand one hundred (1,100) square feet;
 - (b) For a one and one-half or conventional two-story residence, a total of one thousand four hundred (1,400) square feet on all levels;
 - (c) For any other multiple level residence, including a bi-level or quad-level residence, a total of one thousand six hundred (1,600) square feet on all levels.
3. **Garages.** The construction of each residence shall include not less than a two (2) car attached garage, which garage shall have an area of not less than five hundred seventy-six (576) square feet. No garage shall be more than thirty-six (36) feet in width.

4. **Building Location.** Each structure constructed on a Lot shall comply with all applicable set-back requirements, unless a variance is obtained from each municipality having zoning jurisdiction and the Architectural Control Committee.

5. **Number of Buildings.** Each Lot shall be permitted to have one outbuilding. The maximum square footage of the outbuilding shall not exceed the maximum permitted under applicable zoning ordinances. The wall height of the outbuilding shall not exceed nine (9) feet. The architectural design and materials used in the construction of the outbuilding shall be compatible with the residence on the Lot.

6. **Relocation of Buildings.** No building shall be moved to any Lot without the approval of the Architectural Control Committee, which approval shall be obtained prior to the time that the building has moved onto a public highway with the intention of relocating it to the Lot.

7. **Exterior of Buildings.** The exterior of all natural wood buildings on a Lot shall be stained with non-transparent stain or painted within one (1) year of the commencement of commencement of the construction of the building. No natural weathering exterior material or logs or log siding shall be installed on any building on a Lot.

8. **Completion of Residence.** The exterior of the residence shall be completed in accordance with the plans and specifications submitted to the Architectural Control Committee within one (1) year from the commencement of construction.

9. **Installation of Maintenance and Lawns.** The open space of each Lot shall be planted as a conventional grass lawn within one (1) year from the commencement of construction of the residence. All lawn areas shall be mowed and otherwise properly maintained on a regular basis.

10. **Landscaping.** Each Lot shall be landscaped within one (1) year from the commencement of construction of the residence. At least two (2) shade trees with a minimum diameter of at least two (2) inches shall be retained on each Lot or planted within one (1) year from the completion of the construction of the residence.

11. **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 Outlot within the Sandhill Farms Plat or Sandhill Farms 2 Plat as may be designated by the Architectural Control Committee at no expenses to the Architectural Control Committee or the Declarant.

12. **Driveways and Approaches.** All driveways shall be surfaced with concrete, asphalt or brick within one (1) year from completion of construction of the residence. The driveway approach (including any portion of a driveway within the right of way) shall be surfaced with asphalt (no other material shall be allowed in any portion of right of way) within six (6) months after the installation of the finished street. Each driveway shall have a culvert which shall be a minimum of twenty-four (24) feet in length and have a minimum diameter of eighteen (18) inches.

13. **Exterior Maintenance.** The owner of each Lot shall maintain the exterior of all structures, driveways and sidewalks in a good state of repair and shall properly maintain all the trees, shrubs and other landscaping. No grass clippings, fallen branches, brush and other yard waste shall be deposited on any other Lot or any Outlot. The owner of the Lot shall take responsible 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.

14. **Underground Utilities.** All gas, electrical, telephone, television, cable television data transmission and other utility lines or cables serving the Lot and the improvements located thereon shall be laid underground.

15. **Easements.** Easements for the installation and maintenance of utilities, cable television and data transmission are reserved within the set-back areas of each Lot. Easements for drainage facilities required by the Declarant, the Town of Omro or Winnebago County are also reserved over the set-back areas of each Lot. The actual location of such easements shall be determined at the time the utilities and/or drainage facilities are installed. No structure, planting or other materials shall be placed or permitted to remain in an easement area which may damage or interfere with the installation and maintenance of any utility, change the direction of flow in any drainage channel or obstruct or retard the flow of water in any drainage channel. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for improvements for which a public authority or utility company is responsible. The storm drainage and grading plan for each Lot shall be approved by the Architectural Control Committee, the Town of Omro and Winnebago County and all owners shall comply with such plan. The Architectural Control Committee shall have the right, at any time, to determine the direction of the drainage flow and require the owner to grade any drainage easement on a Lot accordingly at the expense of the owner; provided such determination does not conflict with the current drainage and grading plan on file with the Town of Omro and Winnebago County.

16. **Antennas, Satellite Dishes and Other Equipment.** No exterior antenna, ham radio antenna, radio tower or similar equipment shall be permitted on Lot. No satellite television antenna shall be located on any Lot if the diameter of the dish is in excess of two (2) feet. Satellite dishes 24" or smaller are excluded from this restriction. No other mechanical or electrical equipment or apparatus which is larger than two (2) feet in height or two (2) feet in width may be installed, operated or stored on any Lot without the prior written authorization of the Architectural Control Committee.

17. **Signs.** No signs of any kind shall be displayed to the public view, except: signs used by the developer to advertise the sale of lots; signs used by a builder to advertise newly constructed residences for sale; 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 temporary political signs or temporary signs advertising a rummage sale or other special event.

18. **Alternative Energy Devices.** The design, use or placement on a Lot of any alternative energy device, such as solar panels or other sun collecting devices, windmills or vertical wind turbines shall be subject to the approval of the Architectural Control Committee, which shall have authority or refuse permission to construct, use or place any such device.

19. **Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

20. **Vehicle Restrictions.** No inoperable, partially dismantled, wrecked, junked, discarded or unlicensed motor vehicle shall be allowed to remain on Lot outside of a building longer than a total of seven (7) days. 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 character of the neighborhood.

21. **Outside Storage of Certain Items Prohibited.** All items stored outside of the residence or garage must be stored on one (1) concrete slab. The concrete slab shall be no larger than twelve (12) feet by twenty-eight (28) feet and shall not exceed the depth of the garage. No items may be stored on any other portion of the Lot.

22. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except: not more than two (2) dogs; not more than two (2) cats; fish in an aquarium; and other household pets confined exclusively to the interior of the residence. No animals of any kind may be kept, bred or maintained for any commercial purpose on any Lot. Any dog kennel or similar facility shall be located inside the garage. An outside fenced exercise area connected to the kennel is permitted. No pit bull or rottweiler dog is permitted.

23. **Pools, Spas, and Recreational Items.** Any pool, spa, trampoline, gym set or other item of a similar nature shall be located a minimum of twenty (20) feet from any Lot line and shall comply with all applicable zoning regulations.

24. **Fence Restrictions.** Any fence erected on a Lot must comply with all applicable zoning regulations.

25. **Garbage/Recyclables.** Garbage which 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 any 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. All empty garbage cans and recycling containers shall be removed from the curb within twenty-four (24) hours of being emptied.

26. **Architectural Control Committee.** No structure, landscaping or substantial improvement of any kind shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of such improvements have been approved by the Architectural Control Committee as to color, type and quality of materials, quality of workmanship, location, height, grade elevation and harmony of exterior design with the neighborhood, surrounding structures and existing topography.

- (a) **Membership.** The Architectural Control Committee shall be composed of Robert J. Albright Sr., Steven H. Schmidt and Robert J. Albright Jr. Each member of the Architectural Control Committee shall have the right to resign at any time. In the event of death or resignation of any member of the Committee, the remaining member(s) shall have full authority to designate a successor. A majority of the Architectural Control Committee may designate a representative to act for it.
- (b) **Submission and Approval of Plans.** At least ten (10) days prior to commencement of construction of any structure, landscaping or other substantial improvement on any Lot, one (1) copy of the plans, specifications and plot plan showing the proposed location of such structure, landscaping or improvement shall be submitted to the Architectural Control Committee. The Architectural Control Committee's approval or disapproval shall be in writing in a document which can be recorded and shall be signed by one (1) member of the Architectural Control Committee. In the event that a majority of the Architectural Control Committee fails to approve or disapprove the plans and specifications within thirty (30) days after receipt of same by any member of the Architectural Control Committee, approval shall not be required and this paragraph of these Protective Covenants shall be deemed to have been fully complied with. The Architectural Control Committee shall retain one (1) copy of all approved plans and specifications until construction is completed. The Architectural Control Committee shall have the right to waive compliance with the requirements of this paragraph for certain types or classes of structures, landscaping or improvements.

27. **Property Owners' Association/Maintenance and Upkeep.** The Declarant, or the owners of the Lots shall form a Property Owner's Association (the "Association") for the purpose of owning and maintaining any detention ponds, boulevards, boulevard lighting, private roads, subdivision signage or other common areas or facilities in Sandhill Farms Plat and Sandhill Farms 2 Plat. Each owner of a Lot in Sandhill Farms Plat and Sandhill Farms 2 Plat shall automatically be a member of the Association and shall be obligated to pay such dues or assessments as may be imposed by the Association and abide by any rules established by the Association.

28. **Ownership of Outlots.** The Declarant shall have the right, but not the obligation to transfer ownership of any Outlot to the Association at any time. The Association shall be obligated to accept ownership of any Outlot conveyed to the Association pursuant to this Paragraph.

29. **Property Owner/Association Assessments.** The Association shall have the right to charge an equal share of all reasonable and necessary costs incurred by the Association to the owner(s) of each Lot in any Sandhill Farms Plat or Sandhill Farms 2 Plat existing at the time of the assessment. The amount of the assessment shall be computed by dividing the cost for which the assessment is being made by the number of platted Lots existing at the time of the assessment subject to assessment (currently 1/11th). The assessments may be made on the basis of costs actually incurred by the Association or annually on the basis of a budget of the estimated cost for the following year. The Declarant, or its successor shall be responsible for the assessment of any Lot which is platted but not sold. The assessment shall apply to all Lots (including future lots), whether or not a residence has been constructed on the Lot. Notwithstanding anything contained in these Protective Covenants to the contrary, the method of assessment shall not be amended so as to provide that the amount of the assessment on a Lot is increased over the amount determined under the foregoing method without the written consent of the owner(s) of all Lots receiving an increased assessment.


Any assessment not paid within thirty (30) days of billing shall bear interest at the rate of twelve (12%) per annum, until paid. In the event a member of the Association is in default in the payment of any assessment for a period of more than thirty (30) days, the Association may bring suit to enforce collection of the delinquent assessment and all costs of such proceeding, including reasonable attorney's fees, shall be the responsibility of its member in default.

30. **Term, Amendments, Enforceability and Severability.** These Protective Covenants shall run with the land and shall be binding upon and inure to the benefit of the owners of the Lots and all persons claiming under them for a period of twenty-five (25) years from the date these Protective Covenants are recorded. Thereafter, these Protective Covenants shall be automatically extended for successive ten (10) year periods, unless otherwise indicated in a written declaration signed by the then owners of a majority of the Lots and recorded in the office of the Winnebago County Register of Deeds. These Protective Covenants may be amended in whole or in part at any time by a document signed by the owners of two-thirds (2/3) of the Lots and recorded in the Office of the Winnebago County Register of Deeds. The owner of any Lot or the Association shall have the right to enforce these Protective Covenants by injunction or other lawful procedure and to recover any damages resulting from a violation thereof together with reasonable attorney's fees and other costs of enforcement. The invalidation of any portion of these Protective Covenants by judgment or a court order shall in no way affect any of the other provisions, which provisions shall remain in full force and effect. The termination of these Protective Covenants shall not result in the termination of, or otherwise affect, any other covenants, easements or restrictions affecting the Lots. Notwithstanding the foregoing, no amendment or termination of these Protective Covenants shall alter the rights or responsibilities of the Association pursuant to Paragraphs 27, 28 and 29.

31. **Interpretation.** When the context in which words are used in these Protective Covenants indicate that such is the intention, words in the singular shall include the plural, and vice versa and pronouns in the masculine shall include the feminine and neuter, and vice versa.

IN WITNESS WHEREOF, the undersigned have caused these Protective Covenants to be executed on 20th day of December, 2018.

ASA DEVELOPMENT, INC.


Robert J. Albright, Jr., President

Attest:


Steven J. Schmidt, Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS
WINNEBAGO COUNTY)

Personally came before me this 20th day of December, 2018, the above-named Robert J. Albright, Jr., as President and Steven J. Schmidt, as Secretary of ASA Development, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin
My commission: Expires 8/29/21

Roxanne M Lee
Notary Public
State of Wisconsin

This document was drafted by:
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